

MISSOURI  
INTEREXCHANGE TELECOMMUNICATIONS PRICE LIST  
OF  
**GLOBAL TEL\*LINK CORPORATION D/B/A VIAPATH TECHNOLOGIES**

This price list contains the descriptions, regulations, and rates applicable to the furnishing of intrastate interexchange telecommunications services provided by Global Tel\*Link Corporation d/b/a ViaPath Technologies (the “Company”) to inmates of correctional or confinement institutions within the state of Missouri.

The Company operates as a competitive telecommunications company within the state of Missouri.

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Effective: January 26, 2022

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**COMPETITIVE TELECOMMUNICATIONS COMPANY WAIVERS**

Global Tel\*Link Corporation d/b/a ViaPath Technologies is classified as a competitive telecommunications company in Missouri for which the following statutory and regulatory requirements are waived:

<u>Rule/Statute</u>	
392.210.2	- Uniform System of Accounts
392.240(1)	- Just and Reasonable Rates
393.270	- Ascertain Property Values
392.280	- Depreciation Accounts
392.290	- Issuance of Securities
392.300.2	- Acquisition of Stocks
392.310	- Issuance of stock and debt
392.320	- Stock dividend payment
392.330	- Issuance of securities, debt and notes
392.340	- Reorganizations
4 CSR 240-10.020	- Depreciation fund income
4 CSR 240-30.040	- Uniform system of accounts

The Commission also granted waiver of the following rules and statute:

4 CSR 240-3.550(4)  
4 CSR 240-3.550(5)(A)  
4 CSR 240-32.060  
4 CSR 240-32.070  
4 CSR 240-32.080  
4 CSR 240-33.404(1)-(3) and (5)-(10)  
4 CSR 240-33.045  
4 CSR 240-33.080(1)  
4 CSR 240-33.130(1)  
4 CSR 240-33.130(4)  
4 CSR 240-33.130(5)  
Section 392.300.1, RSMo.

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**Ancillary Service Charge** – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

**Automated Collect Calls** - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

**Average Daily Population (ADP)** – The sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.

**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 Missouri Public Service Commission.

**Company** - Used throughout this price list to refer to Global Tel\*Link Corporation d/b/a ViaPath Technologies, unless otherwise clearly indicated by the context.

**Confinement or Correctional Institutions** - Used throughout this price list to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with the Company for the provision of service for use by their inmate population.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this price list. In the case of collect-only calling services provided to inmates of correctional Institutions, the called party is the Customer and is responsible for payment of charges.

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

**Inmates** - The jailed population of correctional institutions who are authorized by the Institution to use such service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (i.e., billed to a third party) or prepayment by the Inmate.

**Institution** - Used throughout this price list to refer to correctional institutions.

**Institutional Telephone** - A coinless telephone instrument that allows Inmates to place collect and prepaid calls at the instrument.

**Jail** - A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

**Pay Telephone** - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Person to Person Call** - A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Prison** - A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

**Station to Station Call** - A service whereby the Customer places a non-Person to Person call with the assistance of an operator (live or automated).

**Terminal Equipment** - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

The Company's services and facilities are furnished to correctional institutions in Missouri for communications originated by inmates of the institutions. The Company, through its call processing equipment, only provides automated collect, prepaid and debt inmate calling services. This price list encompasses only those services provided between locations within the state of Missouri. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week, subject to restrictions and limitations of service imposed by the correctional institution.

The Company installs, operates, and maintains the communications services provided here in under for Inmates in accordance with the terms and conditions set forth under this price list and through contract with the institution. The Company may act as the correctional institution's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the institution, to allow connection of an institution's location to the Company's network.

### **2.2 Use of Service**

Services are provided under this price list to correctional institutions and may be used by authorized inmates of institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the Institution.

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

**2.3 Limitations of Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this price list.
- 2.3.2** Service is provided only to correctional institutions for use by authorized inmates of the institutions and is subject to any restrictions or limitations imposed by the correctional institution.
- 2.3.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Inmate is using service in violation of provisions of this price list or the law.
- 2.3.4** 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.
- 2.3.5** The Company reserves the right to discontinue service, limit service, or to impose requirements on Institutions as required to meet changing regulatory or statutory rules and standards.
- 2.3.6** The Company reserves the right to discontinue service when any governmental or regulatory condition imposed upon the Company materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.

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

**2.4 Liability of the Company**

- 2.4.1** 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 or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or Inmate for the period during which the faults in transmission occur.
- 2.4.2** 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 price list, 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.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Inmate against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right 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 price list; or for any act or omission of the Customer or Inmate; 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.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of an Institution resulting from the furnishing of service which is not the direct result of the Company's negligence.

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

**2.4 Liability of the Company, Cont'd.**

- 2.4.5** The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.4.6** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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

**2.5 Assignment or Transfer**

All facilities or services provided under this price list are directly or indirectly controlled by the Company and neither the Institution nor Inmate may transfer or assign the 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.

Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this price list shall apply to all such permitted assignees or transferees, as well as all service conditions.

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

**2.6 Interconnection with Institution**

The Company's facilities and service is used in conjunction with Company-provided telephone sets. The Institution is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. Terminal equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.7 Installation and Termination**

Service is installed upon mutual agreement between the Institution and the Company.

**2.8 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.

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

**2.9 Deposits and Advance Payments**

**2.9.1 Deposits**

The Company does not normally require deposits. However the company reserves the right to collect a deposit from parties who are billed for collect calls from inmates in accordance with Commission rules.

**2.9.2 Advance Payments**

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

**2.10 Payment for Service**

**2.10.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Inmate by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

**2.10.2 Disputed Charges**

Charges billed directly by the Company are due upon receipt. Amounts not paid within 21days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges should be received orally or in writing by the Company as soon as possible.

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments to Customer's bills will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

**2.10 Payment for Service, Cont'd.**

**2.10.3 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures. 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 correctional facilities in accordance with facility-authorized programs. The Company may request that the correctional 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.

**2.10.4 Late Payment Fee**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Missouri law.

**2.10.5 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

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

**2.11 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. All applicable taxes and fees are billed as separate line items and are not included in the rates quoted in this price list.

**A. [Reserved For Future Use]**

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

**2.11 Taxes and Fees, Cont'd.**

**B. Missouri Universal Service Fund**

1. The Company will place, on each retail end-user customer's bill, a surcharge equal to the Missouri Universal Service Fund percentage assessment ordered by the Missouri Public Service Commission.
2. The surcharge will appear as a separate line item detailed as "Missouri Universal Service Fund."
3. The surcharge percentage will be applied to the total of each customer's charges for intrastate regulated telecommunications services that meet the definition of net jurisdictional revenues at 4 CSR 240-31.010(12).

**2.12 Refusal or Discontinuance by Company**

**2.12.1** The Company may terminate service to a Customer or Institution for nonpayment of undisputed charges or violation of this price list or provision of law.

**2.12.2** The Company may refuse or discontinue service under the following conditions:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company.

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

**2.12 Refusal or Discontinuance by Company, Cont'd.**

**2.12.2 Cont'd.**

- D.** For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- E.** In the event of Customer, Institution or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- F.** In the event of tampering with the equipment or services owned by the Company or its agents.
- G.** 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 or Institution to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.
- H.** By reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

**2.13 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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

**3.1 General**

The Company provides automated operator assisted collect-only calling services for use by Inmates of prisons, jails or other Correctional Institutions for communications originating and terminating within the State of Missouri. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network. No installation charges apply.

**3.2 Timing of Calls**

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

**3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.

**3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.

**3.2.3** Unless otherwise specified in this price list, the minimum initial period for billing purposes is one (1) minute.

**3.2.4** Unless otherwise specified in this price list, billing for usage after the initial period is in full one (1) minute increments.

**3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

**3.3 [Reserved For Future Use]**

**3.4 [Reserved for Future Use]**

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

**3.5 [Reserved For Future Use]**

**3.6 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 the Company. 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.

For services provided to inmates of institutions, the following special conditions apply:

1. Calls to "900", "976" or other pay-per-call services are blocked by the Company.
2. At the request of the institution, the Company 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).
3. At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
4. At the request of the Institution, the Company may block inmate access to specific telephone numbers.
5. Availability of the Company's services may be restricted by the institution to certain hours and/or days of the week.
6. At the request of the institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company'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.
7. At the request of the institution, the Company may impose time limits on local and long distance calls placed using its services.
8. At the request of the institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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

**3.6 Institutional Operator Assisted Calling, Cont'd.**

**3.6.1 Institutional Collect-Only Rates**

**A. Option 1**

**1. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows:

**a. Usage Charge**  
Per Minute Rate: \$0.50

**2. IntraLATA Services Rates and Charges**

**a. Usage Charges**  
Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.40

**3. InterLATA Services Rates and Charges**

**a. Usage Charges**  
Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.50

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

**3.6 Institutional Operator Assisted Calling, Cont'd., (Cont'd.)**

**3.6.1 Institutional Collect-Only Rates, (Cont'd.)**

**B. Option 2**

**1. Local and Inter/IntraLATA Services Rates and Charges**

**a. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$1.15

**C. Option 3**

**1. Local and Inter/IntraLATA Services Rates and Charges**

**a. Usage Charges**

Per Minute (up to 15 minutes): \$0.36

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

**3.7 Prepaid Institutional Service**

**3.7.1 Applicability**

Prepaid Institutional Service calls are originated by entering a Personal Account Code. The Company's system informs the Customer (i.e., inmate) of the Available Usage Balance remaining in his/her Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Account on a real time basis as the call progresses. With Prepaid Institutional Service, the Customer may purchase a voucher in any denomination. A Personal Account Code is assigned to each voucher with instructions for accessing and using the service. All monetary transactions take place between the institution and the Customer, and are under the direct and complete control of the institution.

Prepaid Institutional Service allows the Customer to make calls up to the total amount purchased divided by the per minute rate. Vouchers are not renewable. No minimum service period applies. Available Usage on the Customer's voucher is non-refundable.

Prepaid Institutional Service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Prepaid Institutional Account Calls is deducted from the Available Usage Balance in Customer's Prepaid Account in full minute increments. 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.

Account balances as well as rates and charges are available from the system upon access to place a call.

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

**3.7 Prepaid Institutional Service, Cont'd.**

**3.7.1 Applicability, Cont'd.**

The Company's Prepaid Institutional Service is available 24 hours a day, seven days per week. The number of available accounts is subject to technical limitations. Accounts will be made available to Customers at the discretion of the Institution.

**A. Exclusions**

Calls to 700, 800, 900 numbers  
Calls to Directory Assistance  
911 calls to emergency services  
Air to ground and high seas service  
Calls to live operators

**B. Service Availability**

1. All calls must be charged against an Institution Prepaid voucher that has sufficient available balance.
2. Calls in progress will be terminated by the Company if the balance on the voucher is insufficient to continue the call.

**3.7.2 Prepaid Basic Rates**

- A. Option 1** - Prepaid Voucher Service rates and charges are the same as those set forth in the Company's institutional collect call rate schedules.
- B. Option 2** - Rates and charges for Prepaid Voucher Service are provided at a discount, per request of correctional facility.

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

**3.8 Advance Pay Accounts**

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up a Advance Pay Account with the Called Party (Customer) for payment of collect calls placed from institutions served by the Company. Funds in the Customer's Advance Pay account may only be used for payment of collect calls placed by inmates to telephone numbers specified by the Customer. Establishment and maintenance of an Advance Pay Account is required to complete collect calls to Customers served by local exchange carriers with which the Company does not have an existing direct billing and collection agreement.

Upon request, the Company will provide the Customer with a personal identification number (PIN) and a toll-free number to call in order to set up the account information, including the permissible numbers that the inmate may call.

Additional payments will be accepted with a \$50.00 payment maximum. Initial and additional payments into the account may be made by cash, check, credit card or Western Union. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

When an inmate places a call, the Customer is informed of both the caller's identity and the account balance prior to accepting the call. Customers may also contact the Company's toll-free customer service number for account balance information at any time.

If the Advance Pay Account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the Advance Pay Account is replenished.

The Customer may close the Advance Pay Account at any time, but accounts are automatically closed following three months of inactivity. The Customer may seek a refund of unused Advance Pay balances upon request at any time, even if the account has been closed. Any remaining balance in the account will be refunded to the Customer after deducting any call charges, applicable taxes, and transaction fees incurred during the current billing cycle.

All security measures and inmate calling restrictions as set forth elsewhere in this price list are also applicable for any calls made using an Advance Pay Account.

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

**3.8 Advance Pay Accounts, Cont'd.**

**3.8.1 Rates and Charges**

- A. Option 1** - Advance Pay Customers' rates and charges are the same as those set forth in the Company's institutional collect call rate schedules.
- B. Option 2** - Rates and charges for Advance Pay Accounts are provided at a discount, per request of a correctional facility.

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

**3.9 Maximum Security Collect Service**

Maximum Security Collect service are collect calls placed from certain authorized institutional telephones presubscribed to the Company and completed to Customers who have previously agreed to accept these calls. Services under the Maximum Security Collect Customer Account offering is offered pursuant to contracts with authorized confinement institutions.

If your telecommunications payment history is not acceptable to the Company or if your telecommunications history is unknown or indeterminable, you may be required, at any time, to provide (i) pre-invoice payment based on usage incurred; (ii) a valid major credit card account number from an issuer acceptable to the Company and authorization for the Company to charge usage to your credit card account; or (iii) agreement that your usage of the Company network and services will be subject to toll usage limits to be determined by the Company Prior to your compliance with this request, the Company reserves the right to cease accepting and processing service orders. The Company may request subsequent additional pre-invoice payments for usage and may increase or decrease toll usage limits as it deems appropriate.

The Company may refuse to furnish services if any charges owed by you to the Company or any Company affiliate are past due for service(s) to you.

Amounts not paid within 21 days of the invoice date will be considered past due. If the Company becomes concerned at any time about our ability to pay for services, the Company may require that you pay its charges within a specified number of days and/or that you make such payments in cash or the equivalent of cash.

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

**3.9 Maximum Security Collect Service, Cont'd.**

**3.9.1 Non-billable Local Exchange Company Program**

Maximum Security Collect service, which is provided subject to billing availability, is Operator Station Collect or Person-to-Person Collect calls placed from certain authorized institutional telephones presubscribed to the Company and completed to Customers who have previously agreed to accept these calls and have pre-established Company accounts for the service. Service under Maximum Security Collect Customer Account offerings is offered pursuant to contracts with authorized confinement institutions, authorities.

Maximum Security Collect Service Customer accounts whose local provider does not have a billing and collection agreement with the Company: Customers who do not have established direct remit accounts with the Company, under which the Customer is billed directly by, and directly remits to, the Company or its agent, and/or for whom the serving Local Exchange Carrier will not bill and collect charges for the service on behalf of the Company must pre-establish Maximum Security Collect Customer accounts for the service under the following options:

**Maximum Security Collect Service** – Maximum Security Collect service, which is provided subject to billing availability, is operator Station Collect or Person-to Person Collect calls places from certain authorized institutional telephones presubscribed to the Company and completed to Customers who have previously agreed to accept these calls and have pre-established Company accounts for the service. Service under Maximum Security Collect Special Offerings will be provided whenever prior arrangements have been made with host authorities.

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

**3.9 Maximum Security Collect Service, Cont'd.**

**3.9.1 Non-billable Local Exchange Company Program, Cont'd.**

**Maximum Security Collect Customer Accounts** – Customers who do not have established direct remit accounts with the Company, under which the Customer is billed directly by, and directly remits to the Company or its agent, and/or for whom the serving Local Exchange Carrier will not bill and collect charges for the service on behalf of the Company must pre-establish Maximum Security Collect Customer accounts for the service under the following options:

**Credit Card Account Option:** The Customer must provide the Company the account number of a commercial credit card accepted by the Company to which charges for the service will be charged. Under this option, a Customer may receive up to six Maximum Security Collect calls per monthly billing period, except as otherwise set forth in this Section.

**Non-Credit Card Account Option:** Payment for Company invoices must be by money order or cashier's check. Under this option, a Customer may receive up to four Maximum Security Collect calls per monthly billing period, except as otherwise set forth in this Section.

The following provisions apply to all Maximum Security Collect Customer accounts:

The Customer must provide the Company with the Customer's telephone number and associated billing address. At the time of account establishment, the Customer must provide the Company prepayment for service in an amount which equals or exceeds \$50, which will be applied to charges for the service.

Upon Customer request to the Company following three discreet consecutive months of direct billed proven good payment history, the Customer may request that the Company increase the Customer's call threshold by 5 calls per month per request, up to 30 calls per month. The Company may terminate a Customer's account 30 days following the payment due date of an unpaid invoice.

Account will be automatically dissolved following three months of zero activity (i.e., no calls placed, no account replenishment, no customer service inquiries.)

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

**3.9 Maximum Security Collect Service, Cont'd.**

**3.9.2 Billable Local Exchange Company Program**

Maximum Security Collect Service Customers whose local provider does have a billing and collection agreement with the Company and who bill less than a volume of \$100 a month may be billed via their local exchange carrier provided they are not a high risk customer.

Maximum Security Collect Service Customer whose local provider does have a billing and collection agreement with the Company and who bill in excess of a volume of \$100 in Maximum Security Collect Services in any month may be required to be direct billed with certain restrictions. Other customers who also may be deemed high risk may also be required to be direct billed by the Company with certain restrictions below.

**Maximum Security Collect Customer Account Provisions - Direct Billing Arrangement:**

- A.** Once the Customer has been notified via a voice response unit that their billing option is changing to a Direct Billing Arrangement by the Company, the customer must call the Company, within 2 days of the notification, and provide a verifiable telephone number and associated billing name and billing & address. Otherwise, their telephone number will be subject to blocking.
- B.** At the time of account establishment, the Customer may be required to provide the Company a copy of his or her most recent telephone bill. The Company reserves the right to deny service if the associated telephone number and billing name and billing address on the telephone bill do not match the information provided by the customer, or if the bill reflects that the Customer has not paid in full for telephone services.
- C.** At the time of account establishment, the Customer will be allowed to accept a predetermined volume of monthly collect calls. When the monthly volume is exceeded, the telephone number will be blocked until full payment is made at which time the block will be removed.
- D.** After account establishment, the Customer will receive a letter explaining the program in detail.

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

**3.9 Maximum Security Collect Service, Cont'd.**

**3.9.2 Billable Local Exchange Company Program, Cont'd.**

- E.** Payments may be made multiple times within a month to reset the volume limit. This allows customers to receive unlimited calls in a month as long as full payment is made when the volume limit has been reached.
- F.** A voice response unit will send a message to the Customer warning that their volume limit is about to be reached. A second voice response unit will send another message to the Customer explaining that volume limit has been reached and their telephone number is now blocked.
- G.** Payments may be made via a credit card by calling the Company, or via a check/money order using a remittance slip that is furnished to the Customer upon request.
- H.** Upon Customer request to the Company following three discreet consecutive months of direct billed proven good payment history, the Customer may request that the Company increase the Customer's volume limit by \$50 a month.
- I.** The Customer will receive monthly invoices for the service based upon the Company's monthly billing periods.
- J.** Account will be automatically dissolved following three months of zero activity (i.e., no calls placed, no account replenishment, no customer service inquiries.)

**3.9.3 Establishment of Call Volume**

The Company reserves the right to validate previous payment history of Customers through available verification procedures and to establish a maximum predetermined volume amount. Where a requested billing method cannot be validated, the Company may refuse to provide service.

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

**3.9 Maximum Security Collect Service, Cont'd.**

**3.9.4 Restrictions on the Use of Service**

The Company may, without notice (consistent with governing laws or regulations), block traffic to or from specific countries, country codes, cities, city codes, local telephone exchanges (NXX exchanges), individual telephone stations, groups or ranges of individual telephone stations, or whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Agreement; or (4) network blockage or the degradation of service furnished to you or other customers.

The Company may discontinue the furnishing of any and/or all service(s) to a customer, without incurring any liability, immediately and without notice if the Company, in its sole discretion, that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to this subsection if:

- (a) The customer refuses to furnish information to the Company regarding the customer's payment history, its past or current use of services, or its planned use of service(s);
- (b) The customer provided false information to the Company regarding the customer's identity or address. Or, did not validate the customer's identity or address as requested by the Company. Or, did not update customer's address or identity on a change that the customer incurred; or
- (c) The customer states that he/she will not comply with a request of the Company for past due payments or prepayments.

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

**3.9 Maximum Security Collect Service, Cont'd.**

**Scope of Service** - This service is restricted to the provision of operator assisted station-to-station and person-to-person collect calls originated from correctional institutions.

**3.9.5 Rates**

**A. IntraLATA Usage Rates**

For all 0+ IntraLATA calls from all correctional facility originating locations, a \$0.20 per minute rate shall apply. Additionally, for all Local calls from all correctional facility originating locations, a \$1.30 per call rate (includes usage and surcharges) shall apply.

**B. InterLATA Usage Rates**

For all 0+ InterLATA calls from all correctional facility originating locations, a \$0.30 per minute rate shall apply.

**3.9.6 Missouri PSC Requirements for Operator Assisted Collect Calls From Prison Payphones**

The Company will not bill for incomplete calls and will remove any charges for incomplete calls upon the billed party's notification or The Company's knowledge.

The caller and the billed party will be advised at the time of the initial contact that The Company is the operator service provider.

Rate quotes will be given upon request, at no charge, including all rate components and any additional charges.

Only price listed rates approved by the Missouri Public Service commission for The Company shall appear on any local exchange company (LEC) billings for intrastate calls under this service.

The Company shall be listed on LEC billings where the LEC has multicarrier billing capability.

Notice will be posted and displayed identifying: (1) The Company as the operator services provider, and (2) detailed complaint procedures.

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

**3.10 Institutional Prepaid Operator Assisted Calling**

**3.10.1 Prepaid Debit Accounts**

With a Prepaid Debit Account, each inmate has the option to transfer funds from his/her personal account to his/her telephone account. This is accomplished by facility personnel or through a direct interface between the commissary system and/or booking account 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 entity managing the account, e.g., JMS, facility, commissary, etc. 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.

Payment for Prepaid Institutional Calling Services and any Available Usage in the Prepaid Debit Account is refundable upon request. after release of the inmate from the Confinement Institution. The Available Usage Balance expires three months from the date of the last activity on the Prepaid account. No refunds of unused balances will be issued after the expiration date.

**3.10.2 Rates and Charges**

- A. Option 1** - Rates and charges for Prepaid Debit Accounts are the same as those set forth in the Company's institutional collect call rate schedules.
- B. Option 2** - Rates and charges for Prepaid Debit Accounts are provided at a discount, per request of correctional facility.

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

**3.11 Ancillary Service Charges**

**3.11.1 Automated Payment Fees** – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment fees           \$3.00 per transaction

**3.11.2 Live Agent Fee** – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee                   \$5.95 per transaction

**3.11.3 Paper Bill/Statement Fees** – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees       \$2.00 per transaction

**3.11.4 Third-Party Money Transmitter**

Third-Party Money Transmitter Fee   \$6.95 per transaction

**3.11.5 Single-Call Fee**

Single-Call Fee                   \$6.95 per transaction, plus the adopted per-minute rate

Pursuant to the Federal Communications Commission’s Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking, FCC 21-60, released May 24, 2021 and effective October 26, 2021 (the “FCC 2021 Order”), the jurisdictional nature of an intrastate call depends exclusively on determining that the physical location of the originating and terminating endpoints of the call are in the state. To the extent that location data is not available, a call will be treated as an interstate call and subject to the rates and Ancillary Service Charges set forth in ViaPath Technologies’ interstate published rates found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/> unless the law requires otherwise.

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