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*This tariff, Rhode Island Tariff No. 2, filed by Global Tel\*Link Corporation d/b/a ViaPath Technologies  
cancels and replaces, in its entirety, the current tariff on file with the Commission, Rhode Island Tariff  
No. 1, issued by Global Tel\*Link Corporation d/b/a ViaPath Technologies.* (T)  
(T)

**RHODE ISLAND**

**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

**OF**

**PROVIDED BY**

**GLOBAL TEL\* LINK CORPORATION D/B/A VIAPATH TECHNOLOGIES** (T)

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Global Tel\* Link Corporation d/b/a ViaPath Technologies (the "Company"), with principal offices at 3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042. This tariff applies for services furnished within the State of Rhode Island. This tariff is on file with the Rhode Island Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business. (T)  
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**CHECK SHEET**

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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### **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 increased rate.
- (M)** - To signify a move in the location of text.
- (N)** - To signify new rate or regulation.
- (R)** - To signify reduced rate.
- (S)** - To signify reissued matter.
- (T)** - To signify a change in text but no change in rate or regulation.

## TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications and automated operator services by Global Tel\* Link Corporation d/b/a ViaPath Technologies for use by inmates in correctional institutions within the State of Rhode Island subject to the jurisdiction of the Rhode Island Public Utilities Commission.

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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** - Rhode Island Public Utilities Commission

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

**Correctional Institutions** - Used throughout this tariff 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 tariff. 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.

**GTL** - Used throughout this tariff to mean Global Tel\* Link Corporation d/b/a ViaPath Technologies. (T)

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

**Inmate(s)** - 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 tariff 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, operated directly by the Federal Bureau of Prisons or U.S. Immigration and Customs Enforcement, or pursuant to a contract with those agencies; juvenile detention centers; and secure mental health facilities.

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**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 Rhode Island for communications originated by inmates of the institutions. GTL, through its call processing equipment, only provides automated collect, prepaid and debit inmate calling services. This tariff encompasses only those services provided between locations within the state of Rhode Island. 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. (T)

The Company installs, operates, and maintains the communications services provided here in under for Inmate in accordance with the terms and conditions set forth under this tariff 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. The institution shall be responsible for all charges due for such service arrangement.

### **2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff.
- 2.2.2** GTL reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Institution is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** All facilities provided under this tariff are directly or indirectly controlled by GTL and neither the Customer nor Institution 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.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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

### 2.3 Use

Services are provided under this tariff 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.

### 2.4 Liabilities of the Company

**2.4.1** GTL'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 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.

**2.4.3** 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 tariff; 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 a Customer and/or Institution resulting from the furnishing of service which is not the direct result of the Company's negligence.

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

**2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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

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

**2.6 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Institution-provided, Company-provided or Customer-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Institution or Customer, except as otherwise provided by contract. The Institution or 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, unless otherwise provided by contract. When such terminal equipment is used, the 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. The service agreement does not alter rates specified in this tariff.

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

**2.8 Billing and Payment For Service**

**2.8.1. 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).

**2.8.2. Disputed Charges**

For charges billed through the Customer's local exchange carrier, notice from the Customer of disputed charges must be received in writing by the Company within 180 days after the date of the bill is issued. Otherwise, all charges will be considered correct and binding on the Customer.

The Company will promptly investigate and advise all billed parties as to its findings concerning disputed charges. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate. Customers may contact the Rhode Island Public Utilities Commission in the event of an unresolved dispute at 89 Jefferson Boulevard, Warwick, RI 02888.

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

**2.8 Billing and Payment For Service, (Cont'd.)**

**2.8.3. Validation of Credit**

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

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

**2.8.4 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Rhode Island law.

**2.8.5 Late Payment Fee**

Late payment fees, if collected by the Company's billing agent (i.e. the local exchange company), will be assessed in accordance with Rhode Island Public Utilities Commission rules.

**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 customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

**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, GTL 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 Interconnection**

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.

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

**2.11 Refusal or Discontinuance by Company**

GTL may refuse or discontinue service under the following conditions:

- 2.11.1** For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.11.2** For the use of telephone service for any other property or purpose other than that described in the application.
- 2.11.3** For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.11.4** For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission.
- 2.11.5** For non-payment of charges for telephone service.
- 2.11.6** In the event of Customer or Institution use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.11.7** In the event of tampering with the equipment furnished and owned by the Company.
- 2.11.8** 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 Institution or Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.11.9** For Institution's breach of the contract for service between the Company and the Institution.
- 2.11.10** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.



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

**2.12 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.

**2.13 Interruption of Service**

Credit allowances for interruptions of service are limited to the initial minute minimum call charges for re-establishing the interrupted call.

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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 Rhode Island. 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. (T)

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 tariff:

**3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. 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 tariff, the minimum initial period for billing purposes is one (1) minute.

**3.2.4** Unless otherwise specified in this tariff, 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.

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

**3.3 Time of Day Rate Periods**

**3.3.1 Determination of Rate Periods**

Unless otherwise indicated, time of day rates apply according to the following schedule. Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

	<b>MON</b>	<b>TUES</b>	<b>WED</b>	<b>THUR</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
8:00 AM TO 5:00	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

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

**3.4 [Reserved For Future Use]**

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

**3.4 [Reserved For Future Use], (Cont'd.)**

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

**3.5 Institutional Operator Assisted Calling**

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

A number of special blocking and screening capabilities are available with institutional operator services provided by 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.

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

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

**3.5.1 Institutional Collect-Only Rates**

**A. Local and IntraLATA Services Rates and Charges – Option 1**

Local and IntraLATA operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows: Service is billed in one (1) minute increments following an initial one (1) minute billing period.

**1. Usage Charge**

<b>DAY</b>	<b>EVENING</b>	<b>NIGHT/WEEKEND</b>
\$0.1900	\$0.1200	\$0.0550

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

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

**3.5.1 Institutional Collect-Only Rates, Cont'd.**

**B. Local and IntraLATA Services Rates and Charges – Option 2**

**1. Usage Charges**

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

Rate Per Minute: \$0.69

**C. Local and IntraLATA Services Rates and Charges – Option 3**

**1. Usage Charges**

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

Initial Per Minute Rate: \$1.65  
Additional Per Minute Rate: \$0.30



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

**3.6 [Reserved For Future Use]**

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

**3.6 [Reserved For Future use], Cont'd.**

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

**3.6 [Reserved For Future Use], Cont'd.**

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

**3.7 AdvancePay® Accounts**

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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 an AdvancePay® Account for friends and family who are called parties (Customer) for the payment of Collect calls made to the Customer placed from Institutions served by the Company. Funds in the Customer's account may be used for payment of Collect calls placed by Inmates to only those telephone numbers specified by the Customer. Establishment and maintenance of an account are 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 deposits will be accepted with a \$50.00 deposit maximum unless a Correctional Institution requires a different practice. Initial and additional deposits 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 deposits will be subject to applicable taxes and fees.

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 review their account online or contact the Company's toll-free customer service number for account balance information at any time. If the account balance is insufficient, calls placed to the numbers specified by the Customer will not be completed until the account is replenished.

Account holders may seek a refund of unused balances by contacting customer service. Unless applicable law or a Correctional Institution requires a different practice, accounts will become inactive after 180 consecutive days of inactivity or non-use. Account holders will have 180 days from the date of the last call charged to the account to request a refund of any unused account balance. If an account is used at any point during the inactivity period, the 180-day inactivity period will restart. If the account holder provides sufficient contact information to the Company and affirmatively agrees to receive notifications by text message and/or email from the Company, the Company will provide text message and/or email notice to the account holder 30 days prior to the scheduled expiration of the account. Upon receipt of a verified refund request during the 180-day period, any remaining balance in an 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 AdvancePay® Account.

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

**3.7 AdvancePay® Accounts**

**3.7.1 Rates and Charges**

- A. Option 1** - Rates and charges are the same as those set forth in the Company's rate schedules set forth in Section 3.5.
- B. Option 2** - Rates and charges are provided at a discount per request of the Correctional Institution.

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

**3.8 Prepaid Debit Accounts**

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**3.8.1 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.

**3.8.2 Rates and Charges**

- A. Option 1** - Rates and charges for Prepaid Debit Accounts are the same as those set forth in the Company's rate schedules set forth in Section 3.5.
- B. Option 2** - Rates and charges for Prepaid Debit Accounts are provided at a discount per request of the Correctional Institution.

(T)

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

**3.9 [Reserved For Future Use]**

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3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042  
web.connectnetwork.com  
1-877-650-4249

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

**3.10 Ancillary Service Charges**

**3.10.1 Automated Payment Fees (where available)** – 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

**3.10.2 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

**3.10.3 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

**3.10.4 Third-Party Money Transmitter Fee** (T)

\$3.00 per transaction when paid using an automated payment system (R)

\$5.95 per transaction when paid using a live agent (R)

**3.10.5 Single-Call Fee** (T)

\$3.00 per transaction when paid using an automated payment system, plus the adopted per-minute rate (R)

\$5.95 per transaction when paid using a live agent, plus the adopted per-minute rate (R)

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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                  3120 Fairview Park Drive, Suite 300, Falls Church, VA 22042  
                  web.connectnetwork.com  
                  1-877-650-4249