

Navigator Telecommunications, LLC.

Pa. PUC Telephone Tariff No. 3

Introduction

First Revised Title Page

Cancels Original Title Page

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Pennsylvania Interexchange Telecommunications Tariff

of

Navigator Telecommunications, LLC.

This tariff, filed with the Pennsylvania Public Utility Commission, contains the rates, charges, terms and conditions of service applicable to the Resale of Long Distance Telecommunications Services provided by Navigator Telecommunications, LLC. within the Commonwealth of Pennsylvania.

The Company's telephone numbers are:

1-888-662-8835	Residential Customer Care
1-888-562-8835	Repairs
1-877-628-0035	Business Customer Care
1-800-238-9716	Coin Customer Care

(C)

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Issued: November 14, 2005

Effective: December 13, 2005

Issued By:

Louis F. McAlister Jr., President  
Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive, P.O. Box 13860  
North Little Rock, AR 72113-0860

**CHECK SHEET**

The Title Page and pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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### TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially by section. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. 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 Pennsylvania Public Utility 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 the next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.A
  - 2.1.1.A.1
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  - 2.1.1.A.1.(a).I
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- D. Check Sheets** - When a tariff filing is made with the Pennsylvania Public Utility Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made (i.e., the format, etc. remain the same, just revised revision levels on some pages. The tariff user should refer to the latest Check Sheet to determine if a particular sheet within the tariff is the most current on file with the Pennsylvania Public Utility Commission.

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**EXPLANATION OF SYMBOLS**

- |     |                                  |     |
|-----|----------------------------------|-----|
| (C) | To signify a change.             | (C) |
| (D) | To signify a decrease in rates.  |     |
| (I) | To signify an increase in rates. |     |

**EXPLANATION OF ABBREVIATIONS**

- LATA      Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC        Local Exchange Company.
- NECA      National Exchange Carriers Association.

## TERMS AND ABBREVIATIONS

**Access Line** - An arrangement which connects the Customer's telephone to a Navigator Telecommunications, LLC.'s designated switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service under the term and conditions of this tariff. The Customer remains responsible for payment of services.

**Commission** - Pennsylvania Public Utility Commission.

**Company or Carrier** - Navigator Telecommunications, LLC. unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

**Initial And Additional Period** - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

**Navigator** - Used throughout this tariff to refer to Navigator Telecommunications, LLC.

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**TERMS AND ABBREVIATIONS, CONT.**

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

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Subscriber** - See Customer.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local Exchange Company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800", or other access code dialing sequence.

**United States** - The forty-eight states contained within the mainland United States, the District of Columbia, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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## **SECTION 1 - RULES AND REGULATIONS**

### **1.1 Undertaking of the Company**

Navigator's services and facilities are furnished for communications originating at specified points within the Commonwealth of Pennsylvania under the terms of this tariff.

Navigator arranges for installation, operation, and maintenance of the communications services provided in this tariff for business and residential Customers in accordance with the terms and conditions set forth under this tariff. Navigator may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the network.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

### **1.2 Use**

Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.3 Limitations**

- 1.3.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 1.3.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 1.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.
- 1.3.4 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by Navigator in its reasonable judgment.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.4 Assignment or Transfer**

All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all condition of service.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.5 Liability**

- 1.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing,, furnishing, rearranging , moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 1.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 1.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 1.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission 's Rules and Regulations.
- 1.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.5 Liability, cont.**

1.5.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;
- B. Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or System of the Customer; and
- C. All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

**1.6 Minimum Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Billing and Payment for Service**

**1.7.1 Responsibility for Charges**

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

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Billing and Payment for Service, cont.**

1.7.2 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Navigator. All charges due by the Customer are payable to the Company or to any agent duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of such agent and subject to the rules of regulatory agencies, such as the Pennsylvania Public Utility Commission.

Navigator's billing invoices will be considered correct and binding upon the Customer if no written notice or telephone call is received from the Customer within thirty (30) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate.

Upon receipt of a **billing inquiry**, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

Telephone inquiries may be directed to Navigator Telecommunications, LLC. at 888-662-8835. Written inquiries may be directed to:

Navigator Telecommunications, LLC.  
8525 Riverwood Park Drive  
Post Office Box 13860  
North Little Rock, Arkansas 72113-0860

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.7 Billing and Payment for Service, cont.**

1.7.2 Payment for Service, cont.

If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the Pennsylvania Public Utility Commission for final resolution. The Commission may be contacted at:

Bureau of Consumer Services  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Barto Building  
231 State Street  
Harrisburg, PA 17105-3265  
(717) 783-1740 General Information  
(717) 783-5187 General Complaints

1.7.3 Delinquent Bills

A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent or is not postmarked on or before the date stated on the bill, which date shall be no sooner than the tenth (10<sup>th</sup>) day after the date of the mailing of the bill to the Customer. In the event that a postmark on a Customer's payment received after the due date is not discernable, a three day mailing period will be presumed.

1.7.4 Late Payment Fees

The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance.

1.7.5 Returned Check Charge

The Company reserves the right to assess a return check charge of \$25.00 (I) whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.8 Deposits**

1.8.1 The Company does not normally collect deposits from Customers. The Company shall provide residential service without requiring a deposit when the applicant satisfies one of the following requirements:

- A. Earlier Company payment history. The applicant had service with the Company within a period of 24 consecutive months before the date of application and the following conditions exist:
1. Service was furnished in the name of the applicant, and there is no unreturned equipment.
  2. Service was not suspended for nonpayment nor terminated during the last 12 months of service.
  3. The applicant does not have an unpaid balance from earlier service.
  4. The applicant was not required to pay a security deposit under § 64.35 (relating to deposit requirements for existing customers) for the earlier service.
- B. Ownership of real property. The applicant verifies the ownership of or the entry into an agreement to purchase real property located in the area served by the LEC or is renting a residence under a lease of 1 year or longer, unless the applicant has an otherwise unsatisfactory payment history as a LEC customer within 2 years before the application for service as described in paragraph (1).
- C. Prior utility payment history. The applicant has prior satisfactory credit history for use of utility service. In all instances, the utility shall obtain from the applicant authorization as a condition for completing the utility credit search. If the applicant elects not to authorize completion of the credit search, the utility shall conduct a credit search in the manner prescribed under paragraph D following.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.8 Deposits, cont.**

1.8.1 The Company does not normally collect deposits from Customers. The Company shall provide residential service without requiring a deposit when the applicant satisfies one of the following requirements (cont.):

D. Credit information. The applicant provides information and verification demonstrating that he is not an unsatisfactory credit risk.

1. The absence of prior credit history does not, of itself, indicate an unsatisfactory credit risk and does not constitute grounds for requiring a deposit.
2. The LEC may request and consider information including the following:
  - a. The applicant's social security number.
  - b. The name of the employer of the applicant.
  - c. The place and length of employment.
  - d. Residence during the previous 5 years.
  - e. Letters of reference.
  - f. Credit cards.
  - g. A significant source of income other than from employment.
3. If a credit investigation is expected to take longer than 3 business days the LEC shall provide service pending completion of the investigation.

If one of the preceding requirements is not satisfied by the Customer, cash deposits may be required from a prospective Customer, a presently disconnected Customer, or a former Customer for the purpose of guaranteeing final payment for service when, in judgment of the Company, such deposit is necessary. Such required deposit shall not exceed the amount of an estimated bill for two regular billing periods or in the case of a Customer whose bills are payable in advance, it shall not exceed an estimated bill for one regular billing period, plus two months estimated toll.

Interest will be paid by the Company upon such deposits at a rate of nine percent (9%) annually.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.9 Advance Payments**

Recurring Charges: For Customers from whom the Company feels an advance payment is necessary, Navigator 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.

Non-Recurring Charges: Navigator reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.10 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on customer invoices.

**1.11 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Navigator's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.12 Interconnection**

1.12.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

1.12.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and condition of this tariff and the other common carrier's tariffs.

**1.13 Inspection, Testing, and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied within the installation, operation or maintenance of the customers or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.14 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

For purposes of credit computation every month shall be considered to have 30 days. The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.15 Notice of Suspension and Termination of Service**

The Company shall mail or deliver notice to the Customer at least seven (7) days before the date of proposed suspension regardless of the grounds upon which suspension is sought. When at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension.

**1.16 Cancellation by the Customer**

A Customer who wishes to have service discontinued must give at least five (5) days oral or written notice to the carrier for discontinuation of service.

Navigator Telecommunications, LLC.  
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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.17 Suspension and Termination by Company**

1.17.1 Service may be suspended by the Company for any of the following reasons:

1.17.1.A Nonpayment of an undisputed delinquent charge or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company;

1.17.1.B Failure to post a deposit, provide a guarantee, or establish credit;

1.17.1.C Violation of or noncompliance with any provision of law, or of the Price Lists or terms and conditions of service of the Company filed with and approved by the Commission;

1.17.1.D Failure to comply with the material terms of a payment agreement;

1.17.1.E Unreasonable refusal to permit access to service connections, equipment and other property of the LEC for maintenance or repair;

1.17.1.F Interconnection of a device, line or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission;

1.17.1.G The use of service so as to interfere with or impair the use of service rendered to other customers.

1.17.1.H Fraud or material misrepresentation of identity to obtain telephone service.

1.17.1.I Violation of tariff provisions on file with the Commission so as to threaten the safety of a person or the integrity of the service delivery system of the LEC.

1.17.1.H Unpaid indebtedness for telephone service previously furnished by the LEC in the name of the customer within 4 years of the date the bill is rendered.

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8525 Riverwood Park Drive, P.O. Box 13860  
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**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.17 Suspension and Termination by Company, cont.**

- 1.17.2 Navigator shall mail or deliver notice to the Customer at least 7 days before the date of proposed suspension regardless of the grounds upon which suspension is sought. Notice of suspension shall be given in accordance with the rules and regulations of the Pennsylvania Public Utility Commission.
- 1.17.3 Notwithstanding any other provision of the Commission's rules, the Company shall postpone a suspension for a time not in excess of twenty one (21) days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the telephone service is provided and where such person is under the care of a physician. Any person who alleges such emergency if requested shall provide the Company with reasonable evidence of such necessity.
- 1.17.4 Notwithstanding any other provisions of the Commission's rules, service to a Customer may be suspended at any time after written notice has been sent, certified mail, to such Customer at his/her last known address and at the address where the service to be suspended is provided if such Customer:
- A. Incurs charges not covered by a deposit or guarantee and evidences an intent not to pay such charges when due; or
  - B. Damages or evidences an intent to damage telephone utility equipment.
- 1.17.5 The notice required by Section 1.15.4 shall state how a Customer has evidenced an intent not to pay charges when due or evidenced an intent to damage telephone utility equipment.

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.17 Suspension and Termination by Company, cont.**

1.17.6 When at least 10 days have passed since suspension of service, the company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons:

- A. Failure to make satisfactory arrangements to pay arrearages.
- B. Failure to post a deposit, furnish a third-party guarantee or otherwise establish credit.
- C. Failure to meet the requirements of a payment agreement.
- D. Failure to give adequate assurances that an unauthorized use or practice will cease.

1.17.6 Unless expressly and specifically authorized by the Commission, service may not be terminated if both of the following exist:

- A. A notice of dispute has been filed and is unresolved and if the subject matter of the dispute forms the grounds for termination.
- B. The customer is making a good faith effort to pay or make payment arrangements to pay all undisputed bills and undisputed portions of disputed bills.

1.17.7 Immediately after service is suspended, a termination notice which conforms substantially to the suspension notice and which indicates how the customer may arrange to have service restored shall be mailed to the customer's billing address.

The termination notice shall include a medical emergency restoration notice. The termination notice shall also indicate that service will be terminated on or after a specified date and shall clearly explain that the customer will have to request service as an applicant, subject to additional charges, if termination occurs.

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.17 Suspension and Termination by Company, cont.**

- 1.17.8 Whenever service is suspended for fraudulent use of service, Navigator Telecommunications, LLC may, before restoring service, require the Customer 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 revenues resulting from such fraudulent use.
- 1.17.9 Service may be suspended without notice for tampering with the Company's equipment, or misuse or abuse thereof in order to avoid payment of lawful charges or use thereof in such manner as to create danger to life or property of the Company or other end-users.

**1.18 Suspension in Special Circumstances**

- 1.18.1 If a residential subscriber notifies the Company and establishes that:
- A. Discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family or other permanent resident of the premises where service is rendered, and
  - B. Such Customer is unable to pay for such service in accordance with the requirements of the Company's billing or is able to pay for such service only in installments, the Company shall either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days so that the Customer can make arrangements for reasonable installment payments.

**SECTION 1 - RULES AND REGULATIONS, CONT.**

**1.19 Restoration of Service**

- 1.19.1 Upon the Customer's request, a Company shall restore service promptly when (a) the cause of discontinuance of service has been eliminated, or (b) applicable restoration charges have been paid, or (c) satisfactory credit arrangements have been made.
- 1.19.2 At all times, every responsible effort shall be made to restore service on the restoration day requested.
- 1.19.3 The Company may charge a reasonable fee for the restoration of service. If a notice of discontinuance is given pursuant to Section 1.15 herein, the Company may require a charge for such notice as provided in the Company's rules, regulations or tariffs.

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## **SECTION 2 - SERVICE DESCRIPTIONS AND RATES**

### **2.1 General**

Navigator offers direct dialed (1+) service, inbound toll-free number service and travel card services for communications originating and terminating within the Commonwealth of Pennsylvania under terms of this tariff.

Direct dial service is offered from originating locations within the Commonwealth of Pennsylvania. Calls may be placed to locations within the Commonwealth of Pennsylvania.

In-bound toll-free service is available to Customers served from locations within the Commonwealth of Pennsylvania.

When a Customer elects to use the Company's Travel Service, calls may be initiated from any location within the Commonwealth of Pennsylvania from which the caller can dial the appropriate access code(s) and may be placed to any location within the Commonwealth of Pennsylvania.

Customers are billed based on their use of Navigator's network and services. Charges may vary by service offering, class of call, time of day, day of week, and/or call duration.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.2 Timing of Calls**

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

- 2.2.1 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.
- 2.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 2.2.3 For billing purposes, minimum call duration periods vary by service and are specified by product or option in subsequent sections of this tariff.
- 2.2.4 For billing purposes, usage after the initial period varies by service and is specified by product or option subsequent sections of this tariff.
- 2.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Navigator will reasonably issue credit for the call.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.3 Rate Periods**

2.3.1 The following rate Periods apply:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	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.

2.3.2 Holiday Rates

For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25

2.3.3 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.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.4 Outbound Long Distance Service**

Navigator's Outbound Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through standard business or residential switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.4 Outbound Long Distance Service, cont.**

2.4.1 Direct Dial Service (1)

(C)

Navigator's outbound long distance service is a flat rate offering with no monthly charge. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No volume, time of day and holiday discounts apply.

MONTHLY RECURRING CHARGES: NOT APPLICABLE

USAGE CHARGES:

	Per Minute Rates		
	Day	Evening	Night/Weekend
Business	\$.069	\$.069	\$.069
Coin	.039	.039	.039
Residential	.089	.089	.089

(C)

(1) Per minute rates were previously shown as \$.089 for all categories of service.

(C)

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.5 Inbound Toll-Free Number Service (1) (C)**

Navigator's Inbound Toll-Free Number Service is an 8XX number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. (C)

Service is terminated through switched access lines. Calls may originate from any valid exchange and terminate to the Customer's location at no charge to the calling party.

For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No Volume, Time of day and holiday discounts apply.

**MONTHLY RECURRING CHARGE: (C)**

Business: \$2.95 (C)  
 Residential: \$1.95 (C)

**PAY PHONE SURCHARGE: \$ .55 (C)**

**USAGE CHARGES:**

The following usage rates apply in addition to the appropriate monthly recurring charge to calls placed from locations in the Commonwealth of Pennsylvania. (C)

	PER MINUTE RATES (C)		
	DAY	EVENING	NIGHT/WKND
Business	\$.069	\$.069	\$.069
Residential	.089	.089	.089

(1) Per minute rates were previously shown as \$.12 for all categories of service. (C)

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.6 Travel Service (1) (C)**

Navigator's Travel Service is offered 24 hours a day, seven days a week to all valid terminating locations. Access to Navigator's Travel Card service is via a toll free number. The Customer must input a valid Authorization Code in addition to the destination number with area code. Travel Service rates apply to calls placed to locations in the mainland United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin islands.

For billing purposes, calls within the Continental USA are billed in six second increments after an eighteen second initial period. Time of day, holiday and volume discounts do not apply. No per call service charges apply.

MONTHLY RECURRING CHARGES: NOT APPLICABLE

PAY PHONE SURCHARGE: \$ .55 (C)

USAGE CHARGES:

PER MINUTE RATES		
	INITIAL MINUTE	EACH ADDL. MINUTE
Business	\$ .20	\$ .20
Residential	\$ .20	\$ .20

(C)  
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(1) Per minute rates were previously shown as \$.24 for all categories of service. (C)

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.7 Dedicated Access Long Distance Service**

Navigator's Dedicated Long Distance Service is a "1+" direct dial service available for Customer use 24 hours a day, seven days a week. Service is accessed through a dedicated circuit to the Long Distance Network. The Customer may order the access circuit directly from their local exchange carrier or Navigator will provide the access circuit. All costs incurred in the installation and use of access circuits is the responsibility of the Customer.

A number of service plans are available to the Customer. Rates, billing increments, volume discounts and qualifications, if applicable, vary by plan and are provided in the following sections.

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.7 Dedicated Access Long Distance Service, cont.**

2.7.1 Dedicated Access Service (C)

Navigator's dedicated access long distance service is a flat rate offering. For billing purposes, call timing is billed in six-second increments after a minimum initial period of eighteen seconds. No volume, time of day and holiday discounts apply. (C)

1+ Rate

MONTHLY RECURRING CHARGES: NOT APPLICABLE

USAGE CHARGES: (1) (C)

	PER MINUTE RATES		
	Day	Evening	Night/WKND
Business	\$.064	\$.064	\$.064
Coin	\$.039	\$.039	\$.039

(1) Per minute rates were previously shown as \$.0884 for all categories of service. (C)

Toll Free Rate

MONTHLY RECURRING CHARGE FOR BUSINESS: \$2.95 (C)

PAY PHONE SURCHARGE \$ .55 (C)

USAGE CHARGES: (2) (C)

	PER MINUTE RATES		
	DAY	EVENING	NIGHT/WKND
Business	\$.074	\$.074	\$.074

(2) Per minute rates were previously shown as \$.0934 for all categories of service. (C)

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**SECTION 2 - SERVICE DESCRIPTIONS AND RATES, CONT.**

**2.7 Reserved For Future Use**

(T)

(D)

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**SECTION 3 - MISCELLANEOUS SERVICES AND RATES**

**3.1 Directory Assistance**

Directory Assistance is available to Customers of Navigator Telecommunications, LLC. Directory Assistance charges apply to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call	\$1.25	(I)
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## **SECTION 4 - PROMOTIONS**

### **4.1 General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

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## **SECTION 5 - CONTRACT SERVICES**

### **5.1 General**

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

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