

## **SECTION XIII. LONG DISTANCE SERVICE (RESIDENTIAL, BUSINESS AND GOVERNMENTAL CUSTOMERS)**

### **A. Introduction**

**This Section sets forth the specific Rules, Regulations and Rates Applicable to the FPB Long Distance Telephone Service. This includes the Specific Terms and Conditions, which the Subscriber/Customer will abide by, based on the Subscriber signing the Master Application Service Agreement, Letter of Authorization, and/or use of service.**

### **B. General Description of Long Distance Telephone Service (To Be Developed)**

### **C. Specific Terms and Conditions**

#### **1. Liabilities of the Plant Board**

**The Plant Board'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 for the period during which the faults in transmission occur.**

**1.2 The Plant Board 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 Plant Board, 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 Plant Board's direct control.**

**1.3 The Plant Board shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim of 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, tradename, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other**

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**injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Plant Board under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Plant Board, if not directly caused by negligence of the Plant Board.**

- 1.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Plant Board.**
- 1.5 The Plant Board shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of Plant Board's negligence.**
- 2. Other Terms & Conditions are being developed.**

**D. Long Distance Service**

**Per Minute Charge**

**1. Interstate/Intrastate Service:**

- (a) Interstate and Intrastate Calls in Continental US (Business/Residential Customers) \$ .06**
- (b) Interstate and Intrastate Calls in Continental US (Governmental Customers) \$ .05**

**2. International Calls: (Includes Alaska, Hawaii, Puerto Rico, Virgin Islands, Guam, and Midway )**

**See Website – FPB.cc  
Click on Telephone/Int'l Rates  
Schedule B**

**3. Calling Card Calls: (All Customer Types)**

- (a) Interstate (Continental US and Intrastate) \$ .12 Per Minute**
- (b) International (Includes Alaska, Hawaii, Puerto Rico, Virgin Islands, Guam, and Midway)**

**(1) Originating In Continental US**

**See Website – FPB.cc  
Click on Telephone/Int'l Rates  
Schedule C**

**(2) Originating Outside Continental US**

**See Website-FPB.cc  
Click on Telephone/Int'l Rates  
Schedule D**

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	<u>Per Minute Charge</u>
4. Collect Calls	\$2.50 Per Call Plus 10¢ Per Minute
5. Third Number Billing Calls	\$1.50 Per Call Plus 6¢ Per Minute
6. Toll Free Service	See Website-FPB.cc Click on Telephone/Int'l Schedule E
7. Surcharge for Pay Phone Originated 800 or Calling Card Calls	\$ .30 Per Call
8. Third Party Billing Charge (Charge Associated with Billing and Collecting Payments on Behalf of a Third Party Service Provider)	\$2.00 Monthly Flat Rate
9. Multi Line Business Access Charge (Applies Only to Multi-Line Business Customers)	\$ 1.50 Per Line
10. Directory Assistance	\$ .75 Per Call
11. Operator Assistance:	
(a) Automated	\$ .75 Per Call
(b) Manual	\$ 1.50 Per Call
12. Account Code Feature	\$10.00 Monthly
13. Account Code Feature (Set Up)	\$20.00 Non- Reoccurring Charge
14. Account Code (Changes)	\$20.00 Non Reoccurring Charge

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**E. Discretion to Adjust Telephone Rates:**

- 1. Staff has the discretion to discount telephone rates and charges based on service promotion, packaging, or changing market conditions.**
- 2. Because of the instability and frequent changes in Wholesale International Rates, Staff has the discretion to raise International Rates in proportion to the percent mark-up originally used by FPB to establish the international Rate(s).**
- 3. Because of the numerous possible services and charges, Staff is authorized to establish interim rates for new services until the 120 day formal rate approval cycle can be completed. Interim rates will be based on a maximum 100% mark-up of wholesale cost for new service, if applicable, a maximum of \$6 per service, or by contract.**