

**TITLE SHEET**  
**PUERTO RICO TELECOMMUNICATIONS TARIFF**  
**OF**  
**TRICOM USA, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for Telecommunications services provided by TRICOM USA, Inc. (TRICOM), with principal offices at One Exchange Place, Jersey City, New Jersey, 07302. This tariff applies for services furnished within Puerto Rico. This tariff is on file with the Junta Reglamentadora de Telecomunicaciones de Puerto Rico (JRT), and copies may be inspected, during normal business hours, at the TRICOM's principal place of business.

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**Marcos J. Troncoso Mejia, Secretary**  
**TRICOM USA, Inc.**  
**One Exchange Place**  
**Jersey City, New Jersey 07302**

CHECK SHEET

Sheets 1 through 26 inclusive 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.

<u>SHEET</u>		<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1		Original	24	Original
2	1st	Original	25	Original
3		Original	26	1st
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21		Original		
22		Original		
23		Original		

\*New or Revised Sheet

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Marcos J. Troncoso Mejia, Secretary  
 TRICOM USA, Inc.  
 One Exchange Place  
 Jersey City, New Jersey 07302

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**Marcos J. Troncoso Mejia, Secretary**  
**TRICOM USA, Inc.**  
**One Exchange Place**  
**Jersey City, New Jersey 07302**

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. 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 11 and 12 would be sheet 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current sheet version on file with the JRT. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets 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
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

D. Check Sheets: When a tariff filing is made with the JRT, 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. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the JRT.

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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

SYMBOLS

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

- C - To Signify Changed Regulation
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation But No Change in Rate or Charge

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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to TRICOM's location or switching center.

Account Code - A numerical code, one or more of which are available to a Customer to enable him/her, in conjunction with a Personal Identification Number (PIN), to access the Company's service and which is used by the Company both to prevent unauthorized access to its services and to identify the Customer for billing purposes.

Authorized User - The term "Authorized User" denotes a person, firm or corporation who is authorized to utilize the Company's network.

Available Balance - The amount of preprogrammed usage remaining on each individual Prepaid Calling Card at any particular point in time. Each Customer has an Initial Account Balance which is stated in U.S. dollars or Call Units and is indicated on the Prepaid Calling Card. The Available Balance is Depleted by the appropriate dollar amount or number of Call Units based on the actual usage of the Company's service.

Called Station - The terminating point of a call (*i.e.*, the called number).

Calling Station - The originating point of call (*i.e.*, the calling number).

Call Units - A Call Unit is an incremental measurement of usage of the Prepaid Calling Card, such that a specified quantity of Call Units equate to one minute of usage. Call Units are Depleted on a per call, real time basis.

Company or TRICOM - TRICOM USA, Inc.

Customer - Any person, firm, partnership, corporation, or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 a.m. up to but not including 5:00 p.m. local time Sunday through Friday.

Depletion - Reductions in the Available Balance based on usage of the Prepaid Calling Card. Depletion occurs on a real time basis at the tariffed per minute rates contained herein, plus the applicable taxes.

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**Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302**

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Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holiday - The Company's recognized Holidays are New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, Christmas Day.

Incomplete Call - Any call where transmission between the calling and the Called Station is not established (*i.e.*, busy, no answer, etc.).

Initial Balance - The amount of usage, expressed in U.S. dollars or Calling Units that is preprogrammed on each individual Prepaid Calling Card before any Depletion for call activity.

Interruption - The inability to complete calls due to equipment malfunction or human error. Interruption shall not include, and no allowance shall be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facility provided by a carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted due to the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

JRT - Junta Reglamentadora de Telecomunicaciones de Puerto Rico or Telecommunications Regulatory Board of Puerto Rico.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Personal Identification Number (PIN) - A numerical code, one or more of which is available to a Customer to enable him/her, in conjunction with an Account Code, to access the Company's service and which is used by the Company both to prevent unauthorized access to its service and to identify the Customer for billing purposes.

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TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

Prepaid Calling Card or Card - A card issued by the Company, containing an Account Code and PIN, which identifies a specific prepaid amount of Call Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The Telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer Telecommunications traffic.

Unit-Based Prepaid Calling Card Service - Prepaid Calling Card service, where the Initial Balance and Available Balance are expressed in Call Units. The Call Units are converted into minutes by a formula specified in this tariff. Once converted into minutes, the Call Units are charged at the per minute tariffed rates contained herein. The amount of Depletion per minute is the tariffed rate contained herein, plus the applicable federal, state and local taxes.

Working Day - Any day on which the Company's business office is open and the U.S. mail is delivered.

TRICOM USA, INC.  
100 WALL STREET  
NEW YORK, NY 10038  
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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale Telecommunications services provided by the Company for Telecommunications between points within Puerto Rico. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the JRT's rules. The Company's services are provided within Puerto Rico and are not intended to be limited geographically. The Company offers service, including voice, data, and other Telecommunications, to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested, and any other information requested by the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing Telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services and Wide Area Telecommunications Services of underlying common carriers subject to the jurisdiction of the JRT.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the Company's services.

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**Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302**

- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite, fiber optic or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

## 2.2 Use of Services

- 2.2.1 Service is offered subject to the availability of facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the Customer is using the service in violation of the law or the provisions of this tariff or if the Customer engages in any fraudulent use of the Company's service.
- 2.2.4 The Company reserves the right to refuse service to Customers due to insufficient or invalid billing information.
- 2.2.5 All facilities provided under this tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or the assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 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 for service.

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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

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- 2.2.7 The Company does not transmit messages pursuant to this tariff, but offers the use of facilities when available, and will not be liable for errors in transmission nor for failure to establish connection.
- 2.2.8 The Company's service may be cancelled for non-payment of bill charges or for other violation of this tariff.
- 2.2.9 The Company's service may be used for any lawful purpose consistent with this tariff, with applicable laws and regulations, and with the transmission and switching parameters of the Telecommunications facilities utilized in the provision of service.
- 2.2.10 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.11 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

**2.3 Liability of the Company**

- 2.3.1 The Company's liability for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the transmission occurring in the course of furnishing service, channels or facilities, in no event shall exceed the lesser of:
  - (a) an amount equivalent to the charges provided for in this tariff for the long distance call period during which the call was affected; or
  - (b) the amount paid by the Customer or Authorized User for those minutes on a Prepaid Calling Card which the Customer or Authorized User is unable to use.

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**Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302**

- 2.3.2 The Company shall not be liable for consequential, special, indirect, incidental, punitive, or exemplary damages, lost revenues or lost profits for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service. The Company makes no warranties, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access or as to any other matter. All such warranties are hereby excluded and disclaimed.
- 2.3.3 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agent or employee of any other company shall be deemed to be agents or employees of the Company.
- 2.3.4 The Company shall be excused from performance under this tariff to the extent that Company is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the Customer, Authorized User or an Act of God, floods or other catastrophe, war, civil disturbance, court order, labor dispute, third party nonperformance (including the failure to perform for reasons beyond the control of other carriers including, without limitation, interexchange carriers, local carriers, suppliers, and subcontractors), any law, order, regulation, or other action of any governing authority or agency thereof, or other cause beyond its reasonable control. Non-performance under the above stated conditions shall not be deemed a violation of this tariff or grounds for refund or other liability. The parties retain all rights of recourse against any third parties for any failures which may create a *force majeure* condition.
- 2.3.5 The Company shall not be liable for any unlawful or unauthorized use of Company's facilities and service.
- 2.3.6 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of

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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.3.7 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.8 No other liability in any event shall attach to the Company.

2.4 Responsibilities of the Customer

2.4.1 The Customer shall be responsible for payment of all applicable charges for services provided by the Company and billed to the Customer's Account and/or Account Code(s), even where those calls are originated by fraudulent means.

2.4.2 The Customer shall indemnify and hold the Company harmless against:

2.4.2.A Claims for libel, slander or infringement of copyright arising out of the material, data, information or other content transmitted over Company-furnished channels or facilities;

2.4.2.B Patent infringement claims arising from combining or connecting Company-furnished channels with apparatus and systems of the Customer or any other third party; and

2.4.2.C All other claims arising out of any act or omission of the Customer or any other third party in connection with any service provided by the Company.

2.4.3 The Customer shall be liable for:

2.4.3.D A Reimbursing the Company for damages to facilities or equipment caused by the negligence or willful act of the Customer; and

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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

- 2.4.3.B Payment for all Company service charges incurred through usage or direct action on the part of the Customer.
- 2.4.4 The Customer shall ensure that all of its equipment and/or systems are properly certified and interfaced with Company services, that the signals emitted to access and use the Company's service are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.5 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all federal and local authorities having jurisdiction over the service.
- 2.4.6 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.7 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.8 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

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TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

- 2.4.9 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.10 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.11 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.12 The Customer must pay for the loss of any Company equipment installed at Customer's premises.
- 2.4.13 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

**2.5 Cancellation or Interruption of Services**

- 2.5.1 Without incurring liability, the Company, upon two (2) Working Days written notice to the Customer, may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
  - 2.5.1.A For non-payment of any sum due to the Company for more than ten (10) days after issuance of the bill for the amount due;
  - 2.5.1.B For violation of any of the provisions of this tariff;
  - 2.5.1.C For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's services; or
  - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Company from furnishing its services.

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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

BOJIA D. ALVAREZ TORRES, SECRETARIA DE  
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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service the Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated code.
- 2.5.4 The grounds set forth in Section 2.5 shall not be construed as limiting the Company from discontinuing or withholding services for any other valid reason.

## 2.6 Credit Allowances

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or willful act of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. 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. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or a result of any equipment (hardware or software), furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the Customer fails to facilitate this effort.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.

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TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 With, the exception of Prepaid Calling Card Service, no credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" - outage time in hours

"B" - monthly charge for affected activity

- 2.6.8 A credit allowance for the Company's Prepaid Calling Card service is applicable to that part of a call that is interrupted due to poor transmission, one-way transmission, or involuntary disconnection of the call, subject to exceptions for non-liability provided elsewhere in this tariff. In the event of an interrupted call for which a credit allowance is applicable, the Customer will receive credit equivalent to the dollar amount for one minute (1) to the Called Station of the interrupted call. To receive the proper credit, the Customer must notify the Company at the toll-free Customer service number provided by the Company and furnish the called number, the trouble experienced, and the approximate time the call was placed. Credit allowances for Prepaid Calling Card calls do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company. Credit for failure shall only be allowed when such failure is caused by or occurs due to causes within the control of the Company.

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TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302

**2.7 Deposit**

The Company reserves the right to examine the credit record of all service applicants and may require a deposit or prepayment when determined to be necessary to assure future payment. The company requires prepayment by the Customer of Prepaid Calling Cards or other prepaid service.

**2.8 Advance Payments**

For Customers whom the Company feels an advance payment is necessary, or where not inconsistent with the Company's contracts, the Company reserves the right to collect an advance payment for service.

**2.9 Payment and Billing**

2.9.1 With the exception of prepaid services, service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable within ten (10) calendar days of receipt. In the alternative, service is provided upon advance payment for service. Except as specified in Section 2.13 below, interest at the rate of 1.0% per billing cycle, or the maximum rate authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 10 days after rendition of bills.

2.9.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's authorization codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or authorization codes will be billed to and must be paid by the Customer. Recurring charges, deposits, and non-recurring charges are billed in advance. The Initial billing may, at Company's option, also include one month's estimated usage billed in advance. Thereafter, billing shall be in accordance with the contract between the Customer and the Company.

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**Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302**

2.9.3 Except as otherwise specified in the contract between the Customer and the Company, all bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing within ten (10) days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such ten (10) day period.

## 2.10 Collection Costs

In the event that the Company is required to initiate collection proceedings, including but without limitation legal proceedings, to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. Except as otherwise agreed by contract between the Customer and Company, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

## 2.11 Taxes

In addition to all recurring, non-recurring, minimum, usage, or special charges, Customer shall also be responsible for and shall pay all applicable taxes or surcharges, including sales, use, gross earnings, and gross revenue taxes. All such taxes shall be separately shown and charged on bills rendered by the Company and are not included in the quoted rates.

## 2.12 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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One Exchange Place  
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**2.13 Late Charge**

A late fee of 1.0% monthly or the maximum rate authorized by law, whichever is lower, will be charged on any past due balances.

**2.14 Returned Check Charge**

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

**2.15 Location of Service**

The Company will provide services within Puerto Rico.

**2.16 Promotional Offerings**

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the JRT of such offerings where required by JRT rules and regulations.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, destination and time of day of the call. The total charge for each completed call may also be a fixed charge dependent only on the duration of the call, i.e. a flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All 1+ and 800/888 calls are measured in six (6) second increments, with a thirty (30) second minimum per call. All Prepaid Calling Card calls are measured in one (1) minute increments. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be determined according to the V&H Coordinate table contained in AT&T's FCC Tariff No. 10 which is incorporated herein by reference.
- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.
- 3.1.4 Within Puerto Rico, the Company's rates for Prepaid Calling Cards are flat rates that are not mileage sensitive.

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3.1.5 The Customer is responsible for prepayment of all charges associated with obtaining the Prepaid Calling Card that contains the Customer's desired Initial Balance. The Cards are not rechargeable or refundable. In the event that the Available Balance is insufficient for the desired service, the Customer must purchase a new Card. All charges due by the Customer are payable to the Company or the authorized distributors, wholesalers, or retailers of the Company's Prepaid Calling Cards, before the appropriate Account Codes are activated. Any objections to billed charges should be promptly reported to the Company. Credit allowances may be provided as set forth in Section 2.6.

### 3.2 Timing of Calls

3.2.1 The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when two way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.2.1.A Depletion to a Prepaid Calling Card begins when the Called Station is answered and ends when the Called Calling Station disconnects.

3.2.2 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute for a connected call. Calls beyond one (1) minute are billed in one (1) minute increments.

3.2.2.A Depletion is based on each minute of use, rounded to the next higher whole minute, and is deducted from the Available Balance at the appropriate per minute dollar amount required for a whole minute.

3.2.3 There shall be no charges for uncompleted calls.

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**3.3 Billing Entity Conditions**

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment or charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and telephone number will appear on the Customer's bill.

**3.4 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be in writing or by telephone to the Company at:

TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302  
(201) 324-0078

Any objection to charges should be reported promptly to TRICOM USA. Adjustments to Customers' charges shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overcharging of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overcharged.

Notice of dispute as to charges shall be provided in accordance with 2.9.3 above.

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**3.5 Service Offerings****3.5.1 The Company's Prepaid Calling Card Service**

The service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Prepaid Calling Cards are available in United States dollars in \$2, \$3, \$5, \$7, \$10, and \$20 denominations. The prices for the cards and the tariffed per minute rates apply 24 hours per day, seven (7) days per week. Cards are not rechargeable. Cards are not refundable. Each Prepaid Calling Card has a unique Account Code and PIN. Customers access the service by dialing a local access number within the 212 and 718 area codes or a Company-provided 800 number followed by the Account Code, PIN and the number being called. This service permits Authorized Users to make calls at a single, flat per minute rate. Calls are billed in one (1) minute increments after the initial period of one (1) minute. The Company's processor tracks the call duration on a real time basis to determine the number of minutes or Call Units consumed. The total consumed Call Units for each call, which includes applicable taxes, is deducted from the remaining Call Unit balance on the Customer's TRICOM Prepaid Calling Card. With the exception of charges in 4.1.1 and 4.1.3 herein, there are no nonrecurring or monthly recurring charges.

The Company's service provides an outbound voice grade communications service for calls charged to the Company's Prepaid Calling Card via a Company provided 1-800 number. Service will be available from Dual Tone Multi-Frequency Phones. Cards will be offered on a first-come, first served basis.

When a Customer experiences technical difficulties making their calls, Customer can call an 800 customer number for assistance.

3.5.1.A The Prepaid Calling Card service may be offered as a Dollar-Based Prepaid Calling Card service or a Unit-Based Prepaid Calling Card service. The formula for converting Call Units into minutes for intrastate service is specified at Section 4.1.1 herein. The value of the Telecommunications service expressed in Call Units or U.S. dollars will be indicated on the Card and will be included in the Company's tariff.

Credit allowances for failure of service will be granted in accordance with the terms set forth in this tariff.

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- 3.5.1.B All calls must be charged against a Company Prepaid Calling Card with a valid Account Code and PIN and that has a sufficient Available Balance. An audio tone will occur when the balance is about to expire. Such tone will occur one minute and fifteen seconds before the Card expires. Calls in progress will be terminated if the Available Balance on the Company Prepaid Calling Card is insufficient to continue the call. A Customer can determine the available balance on a Card by calling a Company-provided customer service 800 number.
- 3.5.1.C Prepaid Calling Cards are non-refundable and will expire, as specified on the Card, 180 days after first use, or six (6) months from the date of first use, unless a different term is available and specifically requested by the customer.
- 3.5.1.D The following types of calls may not be completed with the Company's Prepaid Calling Card:
- Calls to 500 or similar prefix numbers
  - Calls to 700 or similar prefix numbers
  - Calls to 800 or similar prefix numbers (except calls to TRICOM USA's customer service for Prepaid Calling Cards)
  - Calls to 900 or similar prefix numbers
  - Directory Assistance calls
  - Calls Requiring Operator Assistance

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SECTION 4 - RATES AND CHARGES

4.1 **Prepaid Calling Cards**

4.1.1 The following rate only applies to domestic calls. There is a fifty cent (\$0.50) surcharge for this service. There is a surcharge for 800 calls placed from pay phones.

Rate per minute	-	\$US 0.21
Surcharge	-	\$US 0.50 per call
1-800 Pay Phone Surcharge	-	\$US 0.75 per call
Call Units	-	One (1) Call Unit = One (1) minute of usage

Plan is billed in full minute increments.

4.1.2 No time of day differential applies.

4.1.3 Each month, beginning twenty (20) days after the first use of Prepaid Calling Card, an administrative fee of fifty cents (\$US 0.50) will be deducted from the balance remaining on each Card.

4.1.4 The above rate does not include taxes, which will additionally be deducted from the value of the Card each time a call is made.

4.1.5 Rates and charges are subject to change.

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Marcos J. Troncoso Mejia, Secretary  
TRICOM USA, Inc.  
One Exchange Place  
Jersey City, New Jersey 07302