

IMPORTANT NOTICE RELATING TO THIS DOCUMENT

Prior to August 1, 2001, the services contained herein were furnished under a tariff filed with the Federal Communications Commission and now cancelled. Beginning August 1, 2001, the services contained herein are being furnished pursuant to contract, which includes this document which itself may be incorporated into and made part of a separate Agreement.

Therefore, any reference to “tariff” in this document shall be deemed to mean “contract.”

PIONEER LONG DISTANCE, INC.

Interstate Long Distance Services Tariff

Rules, Regulations and Rates applying to the provision of
Interstate long distance service for subscribers of Pioneer Long
Distance, Inc. in the state of Oklahoma.

Pioneer Long Distance, Inc.

Located in

Kingfisher, OK

Revised March 1, 2019

PIONEER LONG DISTANCE, INC.

Table of Contents

1.	Application of Interstate Tariff	4
2.	Use of Operator Services	4
3.	Liability of the Company	6
4.	Use of Service	7
5.	Payment Arrangements	8
6.	Application of Rates	10
	A. LDMTS	10
	B. Promotional Rates	10
	C. Rates Applicable for Hearing and Speech Impaired Persons	11
	D. Basic Plan Charge (BPC)	11
7.	Direct Dial Charges	11
8.	Operator Assisted Calls	12
9.	Customer Billing and Account Services	13
10.	Optional Calling Plans	14
	A. Pioneer Term	14
	B. Business 10	15

PIONEER LONG DISTANCE, INC.

1. Application of Interstate Tariff

This Tariff contains the rules, regulations and rates for interstate long distance services offered to Pioneer Long Distance, Inc. (Company) subscribers.

Company provides interstate telecommunications services to all other states. Customers may access Company's services in areas which Company provides service. The charges specified in this tariff are in payment for all service furnished between the calling and called service points.

2. Use of Operator Services

(A) General

The rates and regulations contained in this tariff do not apply to services provided by a local exchange company or other common carrier for use in accessing the services of the Company.

Estimates of Operator Assisted Traffic:

Day:	1,352,840 messages annually
Evening:	811,704 messages annually
Night/Weekend:	541,136 messages annually

(B) Responsibilities of the Company

As an operator services provider, Company shall:

- (1) identify itself, audibly and distinctly, to the consumer at the beginning of each telephone call and before the consumer incurs any charge for the call;
- (2) permit the consumer to terminate the telephone call at no charge before the call is connected;
- (3) disclose immediately to the consumer, upon request and at no charge to the consumer:
 - (a) a quote of its rates or charges for the call;
 - (b) the methods by which such rates or charges will be collected; and
 - (c) the methods by which complaints concerning such rates, charges, or collection practices will be resolved;

PIONEER LONG DISTANCE, INC.

2. Use of Operator Services, Continued

(B) Responsibilities of the Company, Continued

- (4) ensure, by contract or tariff, that each aggregator for which such provider is the presubscribed provider of operator services is in compliance with the requirements of paragraph 2(C)(1) through (3) following;
- (5) withhold payment (on a location-by-location basis) of any compensation, including commissions, to aggregators if such provider reasonably believes that the aggregator is blocking access to interstate common carriers in violation of paragraph 2(C)(2) following;
- (6) not bill for unanswered telephone calls in areas where equal access is available;
- (7) not knowingly bill for unanswered telephone calls where equal access is not available;
- (8) not engage in call splashing, unless the consumer requests to be transferred to another provider of operator services, the consumer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the consumer then consents to be transferred.

(C) Responsibilities of the Subscriber

A subscriber to the operator services described herein (commonly referred to as aggregators, such as hotels and hospitals) shall:

- (1) post on or near the telephone instrument, in plain view of Consumers,
 - (a) the name, address, and toll-free telephone number of the Provider of Operator Services; and
 - (b) a written disclosure that the rates for all operator-assisted calls are available on request, and that Consumers have a right to obtain access to the interstate common carrier of their choice and may contact their preferred interstate common carriers for information on accessing that carrier's service using that telephone; and

PIONEER LONG DISTANCE, INC.

2. Use of Operator Services, Continued

(C) Responsibilities of the Subscriber, Continued

(1) , Continued

(c) the name and address of the enforcement division of the Common Carrier Bureau of the Commission, to which the Consumer may direct complaints regarding Operator Services; and

(2) ensure that each of its telephones presubscribed to a Provider of Operator Services allows the Consumer to use "800" and "950" access code numbers to obtain access to the Provider of Operator Services desired by the Consumer; and

(3) ensure that no charge by the Aggregator to the Consumer for using "800" or "950" access code number, is greater than the amount the Aggregator charges for calls placed using the Presubscribed Provider of Operator Services.

3. Liability of the Company

(A) The Company shall be indemnified and held harmless by the Customer against:

(1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material transmitted over the Company's facilities; and

(2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the Customer; and

(3) All other claims arising out of any act or omission of the Customer in connection with any service provided by the Company.

PIONEER LONG DISTANCE, INC.

3. Liability of the Company, Continued

- (B) The Company shall be indemnified and held harmless from any and all loss, claims, demands, suits, or other action, whether suffered, made, instituted, or asserted by the Customer or by any other party or persons, for any personal injury to, or death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use that is not the direct result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agent or employees of the Company.
- (C) The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service, and not caused by the negligence of the Company, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period during which the call was affected. No other liability shall in any case attach to the Company.
- (D) The Company and/or Customer shall not be liable to the other for any failure of performance due to causes beyond its control including fire, flood, epidemic, earthquake, other acts of God, explosion, strike or other labor disputes, riot or civil disturbance, war (whether declared or undeclared) or armed conflict, failure of common carrier or "carrier's carrier" or municipal ordinance, any state or federal law, governmental order or regulation or order of any court, or any other occurrence not within the control of Carrier or Customer, as the case may be.

4. Use of Service

Interstate Long Distance Message Telecommunications Service (LDMTS) may only be used to transmit communications of the customer and authorized users in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission (FCC) and local authorities having jurisdiction over the service. It is the responsibility of the Customer to guard and protect against any unauthorized use of any Company issued codes to which billing may be charged.

PIONEER LONG DISTANCE, INC.

5. Payment Arrangements

(A) Payment for Service

The Customer is responsible for the payment of all charges for services furnished to the Customer.

(B) Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, or other Local, State and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

(C) Billing and Payment of Charges

The Customer is responsible for payment of all charges incurred by the Customer or users for services furnished to the Customer by Company.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Usage charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. State and Federal Government agencies may be billed in arrears.

In the event that Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, Company shall be entitled to make a reasonable estimate of Customer's usage of Services in the period in question for billing purposes.

(D) Billing Disputes

In the event of a dispute between a Customer and Company regarding charges billed by Company, Company will investigate the particular case and report the results thereof to the Customer. During the period that the disputed amount is under investigation, Company will not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, Company may discontinue service.

PIONEER LONG DISTANCE, INC.

5. Payment Arrangements, Continued

(E) Deposits

To safeguard its interests, before a service is furnished, Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

A present Customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the customer has had service disconnected during the last twelve (12) months, or has presented a check subsequently dishonored.

When a service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

(F) Discontinuance of Service

If Customer fails to pay timely any amount required and such failure continues for ten (10) days after written notice to Customer, Company at its sole option may discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or pursue any other remedies as may be provided at law or in equity. Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

PIONEER LONG DISTANCE, INC.

6. Application of Rates

(A) Long Distance Message Telecommunications Service (LDMTS)

Long Distance Message Telecommunications Service (LDMTS) is offered on a Direct Distance Dialed basis or an Operator Assisted Basis. The rates are specified in Sections 7 and 9 following and in the Optional Calling Plans, Section 10.

The Direct Dialed rates for Interstate LDMTS are charged in increments of an initial rate period and additional minute rate period. The initial rate period is for connections of one minute or any fraction thereof. Each additional minute is billed on a per minute of use or any fraction thereof that the connection continues beyond the initial rate period.

The unit of measure used for timing of messages is whole minutes unless caller subscribes to an Optional Calling Plan. Timing of messages for Optional Calling Plans is described in Section 10.

Fractional rates will be rounded to the nearest penny using the conventional rounding method.

(B) Promotional Rates

Pioneer Long Distance, Inc., may offer discounted promotional rates for one or more of its services to increase subscriber awareness and/or customer subscribership of these services. Promotions are limited to (1) reductions in the monthly recurring charges and/or non-recurring charges for these services or, (2) waiver of monthly recurring charges and/or non-recurring charges for these services.

PIONEER LONG DISTANCE, INC.

6. Application of Rates, Continued

(C) Rates Applicable for Hearing and Speech Impaired Persons

When a dual-party relay mechanized system is in place, reduced usage rates are available to qualified persons who have hearing or speech impairments and who utilize a telecommunications device for long distance calling.

To qualify for reduced rates, persons must have been certified in writing by a licensed physician, audiologist, speech pathologist, or appropriate State or Federal Agency as having a hearing or speech impairment which precludes oral communications. Rate reductions will apply to all customer dialed calls which do not require Operator assistance.

Pioneer Long Distance will approve those Customers who have been certified by the local exchange company and qualify for exemptions from local Directory Assistance charges under local exchange company tariff(s) or Pioneer Long Distance will issue an Pioneer Long Distance application for exemption and approve it if the Customer is qualified under Pioneer Long Distance's tariff.

(D) Basic Plan Charge (BPC)

For customers who select Pioneer Long Distance, the company will assess the Customer a monthly recurring charge, called the Basic Plan Charge. This charge will be assessed on a per month, per line basis. For PRI the BPC will apply to each B Channel, per month. BPC will not be prorated for a partial month of service and is not subject to discounts nor contribute to any monthly minimums or revenue commitment which may apply to Company services subscribed to by the Customer. Credits for interruption of service do not apply to BPC.

Basic Plan Charge (BPC) - \$5.00 per month, per line

7. Direct Dial Charges

Direct Dialed Calls—Residence or Business

For those customers who do not wish to choose an optional calling plan.

Rate per minute .25

The unit of measure used for timing of messages is whole minutes. Fractional rates will be rounded to the nearest penny using the conventional rounding method.

PIONEER LONG DISTANCE, INC.

8. Operator Assisted Calls

The rates and charges for operator assisted interstate calls handled by the Company include an operator surcharge applicable on each billed interstate message and the measured usage charges.

(A) Operator Assisted Surcharges

The applicable Operator Assisted Surcharge is assessed on the initial one minute rate period for each interstate billed Operator Assisted call (except Directory Assistance). The service charge rate does not vary based on mileage bands nor the rate period.

- (1) Directory Assistance-charge per each interstate listing provided (applicable for Direct Dialed Requests, 0-Dialed Requests, 0+ Dialed Requests).
- (2) Operator Dialed Calls-charge per each call placed by an Operator. Includes Third Number Billed, which allows a call to be billed to a station other than the calling or called station; and Collect calls, which allows a call to be billed to the called station, if accepted by the called party.
- (3) Operator Station-surcharge applies when calls are completed with the assistance of an operator.
- (4) Person to Person-allows the person originating the call to specify the party to be reached.
- (5) Operator Access Surcharge-operator is asked to connect to another operator.

(B) Rate Schedule for Operator Assisted Service Charges

	<u>Rate</u>
Directory Assistance Service Charges	
Direct Dialed	\$0.99
Operator Dialed	2.80
Third Number Dialed	2.80
Person to Person Service Charge	4.50
Operator Station Service Charge	2.20
Operator Dialed Surcharge	1.00

PIONEER LONG DISTANCE, INC.

9. Customer Billing and Account Services

(A) Specialized Account Codes

Specialized Account Codes allow identification of the individual placing the call by requiring a 2, 3, or 4-digit code to be dialed when placing a 1+ Direct Dialed call.

This service is provided upon request and free of charge to customers who presubscribe to Pioneer Long Distance.¹ For business customers subscribing to an Optional Calling Plan, a one-time set up fee of \$10.00 will apply.

¹ Customers must subscribe to Pioneer Long Distance's Direct Billing or reside in an area where Image Ready Billing is available to receive these services.

PIONEER LONG DISTANCE, INC.

10. Optional Calling Plans

(A) Pioneer Term

(1) Description of Service

Pioneer Term is a basic switched service available to residence and business customers. This optional plan offers a simple one rate structure for those customers not wanting to commit to a block-of-time type structured rate plan.

(2) Services Offerings and Rates

(a) Direct Dialed LDMTS - The following per minute usage rates apply to Direct Dialed calls.

Per minute - \$.13

(b) Billing and Account Services

Rates, terms, and conditions for customer billing and account services are described in Section 9 of this tariff.

(c) Calculation of Billable Time

Billable time for Direct Dial LDMTS is calculated as follows:

Initial Period - The initial billing period is 30 seconds and is billed at one-half the whole minute rates set forth herein.

Additional Period - Subsequent seconds are billed in six second increments, with the remaining seconds, if any, rounded up to the next six seconds billed at one-fifth the additional period rates set forth herein.

(d) Operator Assisted Calls

In addition to Plan per minute usage charges shown above the appropriate service charges are applied as described in Section 8(B).

PIONEER LONG DISTANCE, INC.

13. Optional Calling Plans, Continued

(B) Business 10

(1) Description of Service

Business 10 is a basic switched service available to business customers. This optional plan offers a simple one rate structure for those customers not wanting to commit to a block-of-time type structured rate plan.

(2) Services Offerings and Rates

(a) Direct Dialed LDMTS

The following per minute usage rates apply to Direct Dialed calls.

<u>Type of Calls</u>	<u>Per minute</u>
1 +	\$.10

(b) Billing and Account Services

Rates, terms, and conditions for customer billing and account services are described in Section 9 of this tariff.

(c) Calculation of Billable Time

Billable time for Direct Dialed LDMTS Service is calculated in full minute increments for the initial and subsequent billing periods.

(d) Operator Assisted Calls

In addition to Plan per minute usage charges shown above the appropriate service charges are applied as described in Section 8(B).