

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

(T)

(T)

TITLE PAGE

**NON-FACILITIES BASED INTRASTATE INMATE OPERATOR-ASSISTED
TELECOMMUNICATIONS TARIFF**

OF

**GLOBAL TEL* LINK CORPORATION
D/B/A VIAPATH TECHNOLOGIES**

(T)

This tariff includes the rates, charges, terms and conditions of service for the provision of domestic intrastate automated collect call processing services by Global Tel*Link Corporation d/b/a ViaPath Technologies (the “Company”) for use by inmates in correctional institutions in New Mexico.

(T)

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
Title	2nd Revised	*	26	3rd Revised	*
1	8th Revised	*	26.1	4th Revised	*
2	2nd Revised	*	27	4th Revised	*
3	2nd Revised	*	28	4th Revised	*
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10	3rd Revised	*			
11	2nd Revised	*			
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25	3rd Revised	*			

* - indicates those pages included with this filing

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EXPLANATION OF SYMBOLS

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

- (C)** - To signify a changed listing, rule or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including a listing, rate, rule or condition.
- (I)** - To signify an increase in rates or charges.
- (M)** - To signify material relocated from or to another part of this tariff with no change in text, rate, rule or condition.
- (N)** - To signify new material, including a listing, rate, rule or condition.
- (R)** - To signify a reduction in rates or charges.
- (T)** - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X)** - To signify a correction or reissued matter.

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the New Mexico Public Regulation Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page 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).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the filing. The Check Sheet lists the pages 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 this page if these are the only changes made to it (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 find out if a particular page is the most current on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Ancillary Service Charge – Any charge Consumers may be assessed for the use of Inmate Calling services that are not included in the per-minute charges assessed for individual calls.

Automated Collect Calls - Calls billed to the called party and completed through an automated call processing system that prompts the call originator and the called party such that the call is completed without live operator assistance.

Average Daily Population (ADP) – The sum of all inmates in a facility for each day of the preceding calendar year, divided by the number of days in the year.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - Refers to the New Mexico Public Regulation Commission.

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

Correctional Institutions - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with the Company for the provision of service for use by their inmate population.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. In the case of collect-only calling services provided to inmates of correctional Institutions, the called party is the Customer and is responsible for payment of charges.

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

GTL - Used throughout this tariff to refer to Global Tel* Link Corporation d/b/a ViaPath Technologies, the issuer of this tariff. (T)

Inmates - The jailed population of correctional institutions who are authorized by the Institution to use such service. Responsibility for payment of Inmate charges requires positive acceptance by a Customer (i.e., billed to a third party) or prepayment by the Inmate.

Institution - Used throughout this tariff to refer to correctional institutions.

Institutional Telephone - A coinless telephone instrument that allows Inmates to place collect and prepaid calls at the instrument.

Jail – A facility of a local, state or federal law enforcement agency that is used primarily to hold individuals who are (1) awaiting adjudication of criminal charges; (2) post-conviction and committed to confinement for sentences of one year or less; (3) post conviction and awaiting transfer to another facility. The term also includes city, county or regional facilities that have contracted with a private company to manage day-to-day operations; privately-owned and operated facilities primarily engaged in housing city, county or regional inmates; and facilities used to detain individuals pursuant to a contract with U.S. Immigration and Customs Enforcement.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

NMPRC - New Mexico Public Regulation Commission.

Pay Telephone - A telephone instrument equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

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

Prison – A facility operated by a territorial, state or federal agency that is used primarily to confine individuals convicted of felonies and sentenced to terms in excess of one year. The term also includes public and private facilities that provide outsource housing to other agencies such as the State Departments of Correction and the Federal Bureau of Prisons; and facilities that would otherwise fall under the definition of a Jail but in which the majority of inmates are post-conviction or are committed to confinement for sentences longer than one year.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished to correctional institutions in New Mexico for communications originated by inmates of the institutions. The Company, through its call processing equipment, only provides automated collect, prepaid and debt inmate calling services. This tariff encompasses only those services provided between locations within the state of New Mexico. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week, subject to restrictions and limitations of service imposed by the correctional institution. (T)

The Company installs, operates, and maintains the communications services provided here in under for Inmates in accordance with the terms and conditions set forth under this tariff and through contract with the institution. The Company may act as the correctional institution's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the institution, to allow connection of an institution's location to the Company's network. The institution shall be responsible for all charges due for such service arrangement. (T)

2.2 Use of Service

Services are provided under this tariff to correctional institutions and may be used by authorized inmates of institutions for any lawful purpose for which the service is technically suited, subject to such limitations or restrictions established by the Institution.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.3 Limitations of Service

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.3.2** Service is provided only to correctional institutions for use by authorized inmates of the institutions and is subject to any restrictions or limitations imposed by the correctional institution.
- 2.3.3** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Inmate is using service in violation of provisions of this tariff or the law.
- 2.3.4** 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 connections.
- 2.3.5** The Company reserves the right to discontinue service, limit service, or to impose requirements on Institutions as required to meet changing regulatory or statutory rules and standards.
- 2.3.6** The Company reserves the right to discontinue service when any governmental or regulatory condition imposed upon the Company materially and negatively impacts the financial viability of the service as determined by the Company in its best business judgment.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Liability of the Company

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer or Inmate for the period during which the faults in transmission occur.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Inmate against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Inmate; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by gross negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of an Institution resulting from the furnishing of service which is not the direct result of the Company's gross negligence.

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SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.4 Liability of the Company, Cont'd.

2.4.5 The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.

2.4.6 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.5 Assignment or Transfer

All facilities or services provided under this tariff are directly or indirectly controlled by the Company and neither the Institution nor Inmate may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

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 service conditions.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.6 Interconnection with Institution

The Company's facilities and service is used in conjunction with Company-provided telephone sets. The Institution is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. Terminal equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Institution and the Company.

2.8 Interconnection with Other Carriers

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.9 Deposits and Advance Payments

2.9.1 Deposits

The Company does not normally require deposits. However the company reserves the right to collect a deposit from parties who are billed for collect calls from inmates, pursuant to standards established by rules set forth in the New Mexico Administrative Code.

2.9.2 Advance Payments

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

2.10 Payment for Service

2.10.1 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or Inmate by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments (such as a local exchange company).

2.10.2 Disputed Charges

Charges billed directly by the Company are due upon receipt. Amounts not paid within 15 days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute as to charges should be received orally or in writing by the Company as soon as possible.

The Company will promptly investigate and advise the Customer as to its findings concerning disputed charges. Adjustments to Customer's bills will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.10 Payment for Service, Cont'd.

2.10.3 Validation of Credit

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

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

2.10.4 Late Payment Fee

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to New Mexico law.

2.10.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.11 Taxes and Fees

The Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, Gross Receipts Tax, and Telecommunications Relay Service Fund (TRS). All applicable taxes and fees are billed as separate line items and are not included in the rates quoted in this tariff.

A. [Reserved For Future Use]

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.12 Refusal or Discontinuance by Company

2.12.1 The Company may terminate service to a Customer or Institution for nonpayment of undisputed charges or violation of this tariff or provision of law.

2.12.2 The Company may refuse or discontinue service under the following conditions:

- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B.** For use of telephone service for any purpose other than that described in the application.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.13 Refusal or Discontinuance by Company, Cont'd.

2.12.2 Contd.

- C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company. (T)
- D.** For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- E.** In the event of Customer, Institution or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- F.** In the event of tampering with the equipment or services owned by the Company or its agents.

SECTION 2 - RULES AND REGULATIONS, CONT'D.

2.12 Refusal or Discontinuance by Company, Cont'd.

2.12.2 Cont'd.

- G.** In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Institution 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 revenue resulting from such fraudulent use.

- H.** By reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

2.13 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

The Company provides automated operator assisted collect-only calling services for use by Inmates of prisons, jails or other Correctional Institutions for communications originating and terminating within the State of New Mexico. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service. Inmate access to the Company's services may be restricted by the administration of the Institution served. (T)

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network. No installation charges apply.

3.2 Timing of Calls

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

3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment.

3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.

3.2.3 Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.

3.2.4 Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.

3.2.5 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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

3.3 [Reserved For Future Use]

3.3.1 [Reserved For Future Use]

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

3.4 [Reserved For Future Use]

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

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

3.6 Institutional Operator Assisted Calling

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

A number of special blocking and screening capabilities are available with institutional operator services provided by the Company. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the institution.

For services provided to inmates of institutions, the following special conditions apply:

1. Calls to "900", "976" or other pay-per-call and call-forwarding services are blocked or may be blocked by the Company.
2. At the request of the institution, the Company may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
3. At the request of the Institution, the Company may block inmate access to "911", "411", or local operators reached through "0-" dialing.
4. At the request of the Institution, the Company may block inmate access to specific telephone numbers.
5. Availability of the Company's services may be restricted by the institution to certain hours and/or days of the week.
6. At the request of the institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning the Company's services is provided to the administration of each institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the institution's administration.
7. At the request of the institution, the Company may impose time limits on local and long distance calls placed using its services.
8. At the request of the institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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

3.6 Institutional Operator Assisted Calling, Cont'd.

3.6.1 [Reserved For Future Use]

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

3.6 Institutional Operator Assisted Calling, Cont'd.

3.6.1 [Reserved For Future Use], Cont'd.

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

3.6 Institutional Operator Assisted Calling, Cont'd.

3.6.2 [Reserved For Future Use]

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

3.7 Institutional Telephone Debit Accounts

3.7.1 Definition

This is a prepaid telephone account available to inmates and other incarcerated persons at correctional facilities that permit this service. Participating individuals elect to transfer funds either from their facility's inmate trust fund or a commissary account. The transfer method is either manual (vouchers) or electronic through a funds transfer interface between the Company and the facility or commissary.

3.7.2 Call Process

The Company establishes debit accounts which are associated with the inmate's personal Identification Number (PIN). When a call is placed, either the "collect" or "debit" option is selected. Once debit is selected, the inmate enters the called telephone number and PIN. The Company's system automatically informs the caller of the Available Usage Balance remaining in the Prepaid Debit Account, and the rates for the call being attempted. Network usage for completed calls is deducted from the Available Usage Balance at the conclusion of the call.

Any unused funds in a Prepaid Debit Account are refundable upon request. Refunds are issued by the entity controlling the actual cash deposits, which depending on the specific arrangements, is either the Company, the commissary, the correctional facility itself or its agent, unless otherwise directed by state law. The Available Usage Balance expires three months from the date of the last activity on the Prepaid/Debit account, unless alternative arrangements are expressly requested by the correctional facility's management.

3.7.3 Rates and Charges

A. Option 1

1. Rate per Minute: \$0.15

B. Option 2 – Bernalillo County

1. Local

Usage Rate per Minute: \$0.03

2. IntraLATA/Intrastate

Usage Rate per Minute: \$0.045

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

3.7 Institutional Telephone Debit Accounts, Cont'd.

3.7.3 Rates and Charges, Cont'd.

C. Option 3 – San Juan County

1. Local
Usage Rate per Minute: \$0.10

2. IntraLATA/Intrastate
Usage Rate per Minute: \$0.10

(N)
|
|
|
|
(N)

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

3.7 [Reserved for Future Use]

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

3.8 Advance Pay Accounts

In those areas where the Company does not have a direct billing agreement with the existing local exchange carrier, or upon a Customer's request, the Company will set up a Advance Pay Account with the Called Party (Customer) for payment of collect calls placed from institutions served by the Company. Funds in the Customer's Advance Pay account may only be used for payment of collect calls placed by inmates to telephone numbers specified by the Customer. Customers may direct that one or more telephone numbers be allowed to receive collect calls chargeable to the same account by providing the Company with the desired eligible numbers. A maximum of five (5) eligible numbers may be used with any one Advance Pay Account. Establishment and maintenance of an Advance Pay Account is required to complete collect calls to Customers served by local exchange carriers with which the Company does not have an existing direct billing and collection agreement. (T)

Upon request, the Company will provide the Customer with a personal identification number (PIN) and a toll-free number to call in order to set up the account information, including the permissible numbers that the inmate may call.

Additional payments will be accepted with a \$50.00 payment maximum. Initial and additional payments into the account may be made by cash, check or credit card. Transaction fees will apply for credit card and check by phone transactions. All payments will be subject to applicable taxes.

When an inmate places a call, the Customer is informed of both the caller's identity and the account balance prior to accepting the call. Customers may also contact the Company's toll-free customer service number for account balance information at any time.

If the Advance Pay Account balance becomes depleted, calls placed to the numbers specified by the Customer will be blocked until the Advance Pay Account is replenished.

The Customer may close the Advance Pay Account at any time, but accounts are automatically closed following three months of inactivity. The Customer may seek a refund of unused Advance Pay balances upon request at any time, even if the account has been closed. Any remaining balance in the account will be refunded to the Customer after deducting any call charges, applicable taxes, and transaction fees incurred during the current billing cycle. (T)
(T)
(T)
(T)
(T)

All security measures and inmate calling restrictions as set forth elsewhere in this tariff are also applicable for any calls made using an Advance Pay Account.

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

3.8 Advance Pay Accounts

3.8.1 Rates and Charges

A. Option 1

1. Rate per Minute: \$0.15

B. Option 2 – Bernalillo County

1. Local

Usage Rate per Minute: \$0.03

2. IntraLATA/Intrastate

Usage Rate per Minute: \$0.045

C. Option 3 – San Juan County

1. Local

Usage Rate per Minute: \$0.10

2. IntraLATA/Intrastate

Usage Rate per Minute: \$0.10

(N)
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|
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(N)

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

3.9 Ancillary Service Charges

3.9.1 Option 1

Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated payment Fees \$3.00

Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$3.00

Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

3.9 Ancillary Service Charges, Cont'd.

3.9.2 Option 2 – Bernalillo County

(M)

Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

Automated Payment Fees \$2.50

Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$2.50

Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

Third-Party Financial Transaction Fees – The exact fee specified by third-party, up to \$6.95 per transaction.

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3.9 Ancillary Service Charges, Cont'd

3.9.3 Option 3 – San Juan County

Automated Payment Fees (where available) – Credit Card payment, debit card payment, and bill processing fees, including fees for payments made by interactive voice response (IVR), web, or kiosk (where available).

(N)

Automated Payment fees \$3.00

Live Agent Fee – A fee associated with the optional use of a live operator to complete Inmate Calling Services transactions.

Live Agent Fee \$3.00

Paper Bill/Statement Fees – Fees associated with providing customers of Inmate Calling Services an optional paper billing statement.

Paper Bill/Statement Fees \$2.00

Third-Party Financial Transaction Fees – The exact transaction fee charged by the third-party, up to \$6.95 per transaction.

(N)

3.9.4 Pursuant to the Federal Communications Commission’s Third Report and Order, Order on Reconsideration, and Fifth Further Notice of Proposed Rulemaking, FCC 21-60, released May 24, 2021 and effective October 26, 2021 (the “FCC 2021 Order”), the jurisdictional nature of an intrastate call depends exclusively on determining that the physical location of the originating and terminating endpoints of the call are in the state. To the extent that location data is not available, a call will be treated as an interstate call and subject to the rates and Ancillary Service Charges set forth in ViaPath Technologies’ interstate published rates found at: <https://www.gtl.net/legal-and-privacy/federal-tariffs-and-price-lists/> unless the law requires otherwise.

(N)

(N)