

*This tariff, Maryland 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, Maryland Tariff No. 1,  
issued by Global Tel\*Link Corporation d/b/a ViaPath Technologies.*

**(T)**

**(T)**

Tariff Schedule Applicable to  
Calling Services Provided to Inmates in Correctional Institutions  
via  
Resold Interexchange Services and Operator Services

Telecommunications Services Furnished by

**Global Tel\*Link Corporation d/b/a ViaPath Technologies**

**(T)**

Between Points Within the State of Maryland

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3120 Fairview Park Drive, Suite 300  
Falls Church, VA 22042  
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### TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 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 Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff 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. An asterisk designates all revisions made in a given filing (\*). 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.

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**CHECK SHEET**

Sheets 1 through 40 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.

<b>Page</b>	<b>Revision</b>		<b>Page</b>	<b>Revision</b>	
1	1st Revised		26	1st Revised	
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4	2nd Revised	*	29	1st Revised	
5	1st Revised		30	1st Revised	
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9	1st Revised		35	2nd Revised	*
10	1st Revised		36	2nd Revised	*
11	1st Revised		37	3rd Revised	*
12	1st Revised		38	3rd Revised	*
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17	1st Revised				
18	1st Revised				
19	1st Revised				
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22	1st Revised				
23	1st Revised				
24	1st Revised				
25	1st Revised				

\* - indicates those pages included with this filing

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## SECTION 1 - GENERAL

### 1.1 Explanation of Symbols

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate
- (M) - To signify text or rates relocated without change
- (N) - To signify a new rate or regulation or other text
- (R) - To signify a reduction in a rate
- (S) - To signify reissued regulations
- (T) - To signify a change in text but no change in rate
- (Z) - To signify a correction

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available for calling services for inmates in correctional institutions.
- 1.2.3 The Company's service territory is statewide.

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**SECTION 1 - GENERAL, (CONT'D.)**

**1.3 Definitions**

- 1.3.1 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.
- 1.3.2 "Automated Collect Calls"** means calls billed to the called party that are 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.
- 1.3.3 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.
- 1.3.4 "Carrier," "Company" or "Utility"** refers to Global Tel\*Link Corporation d/b/a ViaPath Technologies. (T)  
(T)
- 1.3.5 "Collect Billing"** is 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.
- 1.3.6 "Commission"** means the Maryland Public Service Commission.
- 1.3.7 "Completed call"** is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.8 "Correctional Institutions"** is 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.
- 1.3.9 "Customer"** means 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.
- 1.3.10 "GTL"** is used throughout this tariff to mean Global Tel\*Link Corporation d/b/a ViaPath Technologies, the issuer of this tariff. (T)  
(T)
- 1.3.11 "Inmates"** is 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.

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**SECTION 1 - GENERAL, (CONT'D.)**

**1.3 Definitions, (Cont'd.)**

**1.3.12 "Institution"** is used throughout this tariff to refer to correctional institutions.

**1.3.13 "Institutional Telephone"** means a coinless telephone instrument that allows Inmates to place collect and prepaid calls at the instrument.

**1.3.14 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, operated directly by the Federal Bureau of Prisons or U.S. Immigration and Customs Enforcement, or pursuant to a contract with those agencies; juvenile detention centers; and secure mental health facilities. (T)  
(T)  
(T)  
(T)

**1.3.15 "LATA"** means 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.

**1.3.16 "Pay Telephone"** means 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.

**1.3.17 [Reserved for Future Use]** (D)  
(D)  
(D)

**1.3.18 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.

*Material originally found on this page is now on page 7.1.*

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**SECTION 1 - GENERAL, (CONT'D.)**

**1.3 Definitions, (Cont'd.)**

**1.3.15 "Premises"** is the physical space designated by the Customer for the termination of the Company's service.

**1.3.16 "Residential"** customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.

**1.3.17 "Service"** means any telecommunications service(s) provided by the Carrier under this tariff.

**1.3.18 "Station"** means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

**1.3.19 [Reserved for Future Use]**

**(D)**  
**(D)**

**1.3.20 "Terminal Equipment"** means telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

*Material on this page was originally found on Page 7.*



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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 Maryland for communications originated by inmates of the institutions. GTL, 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 Maryland. 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.

### 2.2 Obligations of the Customer

**2.2.1** The customer shall be responsible for:

**2.2.1.1** The payment of all applicable charges pursuant to this tariff;

**2.2.1.2** Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

**2.2.1.3** Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Obligations of the Customer, (Cont'd.)**

**2.2.1** The customer shall be responsible for:, Cont'd.

**2.2.1.4** Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

**2.2.1.5** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

**2.2.1.6** Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Obligations of the Customer, (Cont'd.)**

**2.2.2** With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

**2.2.2.1** Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

**2.2.2.2** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

**2.2.3** The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

**2.2.4** The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

**2.2.5** Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liability of the Company**

**2.3.1** In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

**2.3.2 Service Irregularities**

**2.3.2.1** The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

**2.3.2.2** The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liability of the Company, (Cont'd.)**

**2.3.3 Claims of Misuse of Service**

**2.3.3.1** The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

**2.3.3.2** The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

**2.3.4 Defacement of Premises**

**2.3.4.1** The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liability of the Company, (Cont'd.)**

**2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

**2.3.5.1** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

**2.3.6 Service at Outdoor Locations**

**2.3.6.1** The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Liability of the Company, (Cont'd.)**

**2.3.7 Warranties**

**2.3.7.1** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**2.3.7.2** Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

**2.3.8 Limitation of Liability**

**2.3.8.1** Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.4 Application for Service**

**2.4.1 Minimum Contract Period**

**2.4.1.1** There is no minimum contract period for service with the Customer.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Application for Service, (Cont'd.)**

**2.4.2 Cancellation of Service**

**2.4.2.1** Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

**2.4.2.2** Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

**2.4.2.2.A** The total costs of installing and removing such facilities; or

**2.4.2.2.B** The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

**2.4.2.3** Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Payment for Service**

- 2.5.1** Charges for service by the local exchange carrier are due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2** The customer is responsible for payment of all charges for service furnished to the customer. Unless otherwise specified, charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. Unless otherwise specified, all fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3** The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Deposits**

- 2.6.1** The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
- 2.6.2** In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.2.1** Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
  - 2.6.2.2** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.2.3** Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.6.2.4** Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3** The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Deposits, (Cont'd.)**

- 2.6.4** In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.1** Was a customer of a Maryland utility within the preceding 2 years;
  - 2.6.4.2** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.4.3** Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - 2.6.4.4** Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5** Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6** Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

**2.7 Late Payment Charges**

- 2.7.1** The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2** Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3** The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 2.7.4** Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Customer Complaints and Billing Disputes**

**2.8.1** Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

**2.8.2** Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202

410-767-8028 (Office of External Relations)  
410-767-8000 (Main PSC number)  
1-800-492-0474 (Toll-free PSC number)

**2.8.3** The Company provides the following toll free number (1-800-489-4500) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

**2.9 Allowance for Interruptions in Service**

**2.9.1** Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Taxes and Fees**

- 2.10.1** All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2** If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3** Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.10.4 Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay or institutional telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay or institutional telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Taxes and Fees, (Cont'd.)**

**2.10.4 Pay Telephone Surcharge, Cont'd.**

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay or inmate telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**2.11 Returned Check Charge**

The charge for a returned check is \$25.00.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Termination of Service**

**2.12.1 Denial of Service Without Notice**

The Company may discontinue service without notice for any of the following reasons:

- 2.12.1.1 Hazardous Condition.** For a condition on the customer's premises determined by the Company to be hazardous.
- 2.12.1.2 Adverse Effect on Service.** Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.12.1.3 Tampering With Company Property.** Customer's tampering with equipment furnished and owned by the Company.
- 2.12.1.4 Unauthorized Use of Service.** Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.12.1.5. Illegal use of Service.** Customer's use of service or equipment in a manner to violate the law.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Termination of Service, (Cont'd.)**

**2.12.2. Denial of Service Requiring Notice**

**2.12.2.1** The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

**2.12.2.1.A Non-compliance with Regulations.** For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

**2.12.2.1.B Failure on Contractual Obligations.** For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

**2.12.2.1.C Refusal of Access.** For failure of the customer to permit the Company to have reasonable access to its equipment.

**2.12.2.1.D Non-payment of Bill.**

**2.12.2.1.D.1** For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

**2.12.2.1.D.2** In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

**2.12.2.1.D.3** Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Termination of Service, (Cont'd.)**

**2.14.2. Denial of Service Requiring Notice, Cont'd.**

- 2.12.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.12.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.12.2.1.D.6 Failure to Pay Increased Deposit Required.** For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Termination of Service, (Cont'd.)**

**2.12.3. Insufficient Reasons for Denial of Service**

**2.12.3.1** The following may not constitute cause for refusal of service to a present or prospective customer:

**2.12.3.1.A** Failure of a prior customer to pay for service at the premises to be serviced;

**2.12.3.1.B** Failure to pay for a different class of service for a different entity;

**2.12.3.1.C** Failure to pay the bill of another customer as guarantor of that bill;

**2.12.3.1.D** Failure to pay directory advertising charges;

**2.12.3.1.E** Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

**2.12.3.1.F** Failure to pay an outstanding bill that is over 7 years old, unless the:

**2.12.3.1.F.1** Customer signed an agreement to pay the outstanding bill before the expiration of this period;

**2.12.3.1.F.2** Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Termination of Service, (Cont'd.)**

**2.12.3. Insufficient Reasons for Denial of Service, (Cont'd.)**

**2.12.3.1(Cont'd.)**

**2.12.3.1.F.3** Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

**2.12.3.2**This regulation applies to both residential and nonresidential classes of service.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 Unlawful Use of Service**

**2.13.1** Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

**2.13.1.1** An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

**2.13.1.2** The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

**2.13.2** If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.15 Telephone Solicitation by Use of Recorded Messages**

**2.15.1** Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

**2.16.1** There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.17 Overcharge/Undercharge**

**2.17.1** Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

**2.17.2** When a customer has been overcharged, the amount shall be refunded or credited to the customer.

### **SECTION 3 - DESCRIPTION OF SERVICES**

#### **3.1 Individual Case Basis (“ICB”) Offerings**

**3.1.1** The tariff may not specify the price of a service in the tariff as “ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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**SECTION 4 - RATES AND CHARGES**

**4.1 Calculation of Rates (Select the appropriate clauses or add as required)**

**4.1.1** Timing of calls begins when the call is answered at the called station.

**4.1.2** There is no variation in call rates based on time of day or day of week.

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.3 [Reserved For Future Use]**

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.4 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 services are 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 4 - RATES AND CHARGES, (CONT'D.)**

**4.4 Institutional Operator Assisted Calling, (Cont'd.)**

**4.4.1 Institutional Collect-Only Rates**

**A. Local Services Rates and Charges**

Local operator assisted collect-only calls placed by inmates of institutions and other correctional facilities are billed as follows:

**1. Usage Charges**

Rate Per Minute: \$0.07

**B. IntraLATA Services Rates and Charges**

**1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.30

**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.4 Institutional Operator Assisted Calling, (Cont'd.)**

**4.4.1 Institutional Collect-Only Rates, (Cont'd.)**

**C. InterLATA Services Rates and Charges**

**1. Usage Charges**

Service is billed in one (1) minute increments following an initial one (1) minute billing period.

Rate Per Minute: \$0.45

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.5 [Reserved for Future Use]**

**(D)**

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.5 [Reserved for Future Use]**

**(D)**

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.5 [Reserved for Future Use]**

**(D)**

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.5** [Reserved for Future Use]

**(D)**

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.6 AdvancePay® Accounts**

(T)

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 an AdvancePay® Account for friends and family who are called parties (Customer) for the payment of Collect calls made to the Customer placed from Institutions served by the Company. Funds in the Customer's account may be used for payment of Collect calls placed by Inmates to only those telephone numbers specified by the Customer. Establishment and maintenance of an account are 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.

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 deposits will be accepted with a \$50.00 deposit maximum unless a Correctional Institution requires a different practice. Initial and additional deposits into the account may be made by cash, check, credit card, or Western Union. Transaction fees will apply for credit card and check by phone transactions. All deposits will be subject to applicable taxes and fees.

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 review their account online or contact the Company's toll-free customer service number for account balance information at any time. If the account balance is insufficient, calls placed to the numbers specified by the Customer will not be completed until the account is replenished.

Account holders may seek a refund of unused balances by contacting customer service. Unless applicable law or a Correctional Institution requires a different practice, accounts will become inactive after 180 consecutive days of inactivity or non-use. Account holders will have 180 days from the date of the last call charged to the account to request a refund of any unused account balance. If an account is used at any point during the inactivity period, the 180-day inactivity period will restart. If the account holder provides sufficient contact information to the Company and affirmatively agrees to receive notifications by text message and/or email from the Company, the Company will provide text message and/or email notice to the account holder 30 days prior to the scheduled expiration of the account. Upon receipt of a verified refund request during the 180-day period, any remaining balance in an account will be refunded to the Customer after deducting any call charges, applicable taxes, and transaction fees incurred during the current billing cycle.

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

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.7 Prepaid Debit Accounts**

(N)

A Prepaid Debit Account allows each Inmate the option to transfer funds from his/her personal account to his/her telephone account or to purchase a voucher to add funds the Prepaid Debit Account. The transfer of funds is managed by Correctional Institution personnel or through a direct interface between the commissary system and/or booking account and the Inmate phone system. The Prepaid Debit Account is associated with the Inmate's Personal Identification Number (PIN.) When the Inmate places a call, he/she has the option of making a Collect call or using funds from the Prepaid Debit Account. Once the Prepaid Debit Account is selected, the Inmate enters the PIN and called telephone number. All deposits to the account are paid to and handled by the entity managing the account, *e.g.*, jail management system, Institution, commissary, etc. The Company receives payment from the Institution; it does not engage in direct monetary transactions with the Inmate.

The Company's system automatically informs the Inmate of the available usage balance remaining in the Prepaid Debit Account and provides prompts to place the call by entering the destination telephone number. Usage is deducted from the available balance in the account on a real-time basis as the call progresses.

Unless state law or a Correctional Institution requires a different practice, any unused funds in a Prepaid Debit Account are refunded to the Inmate upon release of the Inmate from the Correctional Institution. Refunds are issued by the entity managing the account, which depending on the specific arrangements, is either the Company, the commissary, the Correctional Institution itself or its agent, unless otherwise directed by state law.

All security measures and Inmate calling restrictions as set forth elsewhere in this tariff are also applicable for any calls made using a Prepaid Debit Account.

**4.7.1 Rates and Charges**

- A. Option 1** - Rates and charges for Prepaid Debit Accounts are the same as those set forth in the Company's rate schedules set forth in Section 4.4.
- B. Option 2** - Rates and charges for Prepaid Debit Accounts are provided at a discount per request of the Correctional Institution.

(N)

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.8 Ancillary Service Charges**

**4.8.1 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 per transaction

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

Live Agent Fee                   \$5.95 per transaction

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

Paper Bill/Statement Fees       \$2.00 per transaction

**4.8.4 Third-Party Money Transmitter Fee** **(T)(D)**

\$3.00 per transaction when paid using an automated payment system **(R)**

\$5.95 per transaction when paid using a live agent **(R)**

**4.8.5 Single-Call Fee** **(T)(D)**

\$3.00 per transaction when paid using an automated payment system, plus the adopted per-minute rate **(R)**

\$5.95 per transaction when paid using a live agent, plus the adopted per-minute rate **(R)**

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.

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