

**EXHIBIT 9**

**Proposed Tariff**

**INTEREXCHANGE SERVICE**

**Speedypin Prepaid, LLC**

ILLINOIS TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Speedypin Prepaid, LLC**, with principal offices at 480 N. Magnolia Drive, Suite 107, El Cajon, CA 92020.

This tariff applies for services furnished within the State of Illinois. This tariff is on file with the Illinois Commerce Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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Issued:

Effective:

Larry Salzman, Managing Member  
Speedypin Prepaid, LLC  
480 N. Magnolia Drive, Suite 107  
El Cajon, CA 92020

**INTEREXCHANGE SERVICE**

**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.

<b>PAGE NO.</b>	<b>REVISION</b>	<b>PAGE NO.</b>	<b>REVISION</b>
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**INTEREXCHANGE SERVICE**

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**SYMBOLS**

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

- (D)** - Deleted or Discontinued Material
- (I)** - Change Resulting in a Rate Increase
- (M)** - Moved From or To Another Tariff Location
- (N)** – New Material
- (R)** - Change Resulting in a Rate Reduction
- (T)** - Change in Text Only; No Change in Rate

**TARIFF FORMAT**

A. Page Numbering – Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the tariff.

B. Page Revision Numbers – Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd 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 of coding. For example:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)

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. 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., remains 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 page on file with the Commission.

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**SECTION 1 - DEFINITIONS**

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Distributor to communicate utilizing the Company's services.

**Call** – A completed connection established between a Calling Station and a Called Station.

**Carrier or Company** - Speedypin Prepaid, LLC, unless otherwise indicated by the context.

**Customer** - A person, firm or corporation, or other entity which purchases or uses the Company's Services and is responsible for the payment of charges and/or compliance with tariff regulations.

**Distributor** - A person, firm, corporation, or other legal entity, which purchases the Company's Services and distributes the Company's Services to Customers or Authorized Users.

**ICC** - Refers to the Illinois Commerce Commission.

**Service or Services** – The prepaid calling card services of Speedypin Prepaid, LLC, described in Section 3 of this Tariff.

**Telecommunications** – The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, metering, or any other form of intelligence.

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**INTEREXCHANGE SERVICE**

**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

Speedypin Prepaid, LLC undertakes to provide the Services in accordance with the terms and conditions set forth in this Tariff. The Services are furnished for communications originating at specified points within the state of Illinois under terms of this tariff. All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.

The Company reserves the right to refuse to process credit cards or prepaid calling cards when authorization to use the card cannot be validated.

**2.2 Limitations**

**2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when the Distributor or Customer is using the Services in violation of provisions of this tariff, or in violation of the law.

**2.2.3** 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.

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**INTEREXCHANGE SERVICE****SECTION 2 - RULES AND REGULATIONS****2.3 Use**

Services provided under this Tariff may be used for any lawful purpose consistent with the transmission and switching parameters of telecommunications facilities utilized in the provision of Services. The Services may be used solely to transmit communications of the Customer or Authorized Users in a manner consistent with the terms and conditions of this Tariff and the policies and regulations of the Commission. The Services are furnished subject to the condition that they will be used only for authorized and lawful purposes by the Customer or Authorized User. The use of the Company's Service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited. The use of the Company's Service without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false prepaid calling or credit cards is prohibited. The Company's Services are available for use twenty-four hours per day, seven days per week.

**2.4 Liabilities of the Company**

**2.4.1** The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing the Services hereunder and not caused by the negligence or intentional acts of the Customer shall in no event exceed an amount equivalent to the usage or call unit charge to the Customer under this Tariff for the call during which such mistake, omission, interruption, delay, error or defect in transmission occurs. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim. Other than for its gross negligence or willful misconduct, the Company shall have no further liability for damages or losses arising out of mistakes, omissions, interruptions, delays, errors or defects in the provision of the Services. The Company's liability for its gross negligence or willful misconduct is not limited by this Tariff. Regardless of the form of action, whether in contract, indemnity, warranty, strict liability or tort, including, without limitation, negligence of any kind whether active or passive, the Company shall not be liable for any indirect, incidental, consequential, reliance, special or punitive damages, including, without limitation, damages for lost profits, of any kind or nature whatsoever, arising out of the provision or interruption of the Services provided under this Tariff absent a determination of gross negligence or willful misconduct in a judicial or administrative proceeding. WITH RESPECT TO THE SERVICES, THE COMPANY HEREBY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES NOT STATED IN THIS TARIFF, WHETHER EXPRESS, IMPLIED OR STATUTORY, AND IN PARTICULAR DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

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**INTEREXCHANGE SERVICE**

**SECTION 2 - RULES AND REGULATIONS**

**2.4 Liabilities of the Company (Cont'd)**

- 2.4.2** The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: unavoidable interruption in the working of transmission facilities; acts of nature; storms, fire, flood or other catastrophes, any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or, notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.
- 2.4.3** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of the Company's Services. The Customer is responsible for controlling access to, and use of, the Company's prepaid calling cards and shall be fully liable for all such charges.
- 2.4.4** The Company shall be indemnified, defended and held harmless by the Customer against any and all loss, claims, demands, suits or other action, or any liability whatsoever, including attorneys fees, arising from the use of the Services furnished pursuant to this Tariff involving claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Company; violations of any other literary, intellectual, artistic, dramatic, or musical right; violations of the right to privacy; or violations of any other rights whatsoever relating to or arising from message content or the transmission thereof; breach in the privacy or security of communications utilizing the Services; claims arising out of abuse of or fraudulent use of the Services by the Customer or any person using the Services furnished pursuant to this Tariff; any representations made by Company employees or agents that do not comport, or that are inconsistent with, the provisions of this Tariff; any noncompletion of calls due to network busy conditions; loss or theft of prepaid calling cards issued for use with the Company's Services; any unused portion of the usage balance remaining on a prepaid calling card provided to a Customer before or after the expiration date, if any, assigned to each card; all other claims arising out of any act or omission of the Customer in connection with the Services provided by the Company.

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**INTEREXCHANGE SERVICE****SECTION 2 - RULES AND REGULATIONS****2.5 Taxes, Surcharges, Fees, Other Assessments**

The Customer will be billed for and is liable for payment of all applicable federal, state and local taxes, surcharges, fees or other assessments, including such amounts as the Company may be authorized to pass through to the Customer. Applicable fees may include Connection Fees, Semi-Monthly Activity Fees, Post-Call Service Fees, and/or Hang-Up Fees (see Sections 3.4 through 3.7 of this Tariff). Such fees are designed to offset certain network access and monitoring, database maintenance, records updating, customer service and administrative costs incurred by the Company in connection with its provision of the Services to Customers and Authorized Users. These costs vary by brand name or registered service mark name and are set forth in Sections 4.2 through 4.5 of this Tariff. Other applicable surcharges, fees and/or assessments may include Directory Assistance Fees, Payphone Public Telephone Surcharges and Returned Check Charges (see Sections 3.8 through 3.10 of this Tariff). Through these fees, surcharges and charges, the Company recovers costs and expenses which it incurs from time to time outside of network, operational and Service-related functions, which costs and expenses relate to the manner in which the Customer or Authorized User chooses to utilize the Services and/or pay for Services. Additional taxes, surcharges, fees and/or other assessments may be introduced by the Company to respond to changes in law, administrative regulation, and/or changes in network configuration or operations. All taxes, surcharges, fees or other assessments are separate and are not included in the quoted rates. All such amounts applicable to the Customer's or Authorized User's use of Speedypin Prepaid Calling Card Service will be deducted from the available card balance.

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**INTEREXCHANGE SERVICE**

**SECTION 2 - RULES AND REGULATIONS**

**2.6 Denial or Discontinuation of Service by the Company**

The Company may, without incurring any liability, deny or discontinue Service to a Customer without the Customer's permission and without prior notice for any one or more of the following reasons:

- 2.6.1** If a condition immediately dangerous or hazardous to life, physical safety or property exists.
- 2.6.2** Upon an order of any Court, the Commission, or any other duly authorized public authority.
- 2.6.3** If Service was obtained fraudulently or without the authorization of the Company.
- 2.6.4** For obtaining Service by subterfuge.
- 2.6.5** For violation of any rule of the Company filed with the Commission.
- 2.6.6** For failure to comply with laws and regulations pertaining to telecommunications service.

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**SECTION 2 - RULES AND REGULATIONS**

**2.7 Restoration of Service**

The Company will provide or restore the Services when the Customer is in compliance with the provisions of this Tariff and all applicable laws, rules, regulations and policies of pertinent government authorities and the Company determines that the Services can be provided without undue risk to the Company or the Services provided to other Customers of the Company.

**2.8 Fraud Prevention**

In order to control fraud, the Company may refuse to accept Prepaid Calling Card Calls which it determines to be fraudulent and/or may limit the use of this Service to or from certain areas, including any part of the State of Illinois.

**2.9 Customer Service and Billing Inquiries**

Customer inquiries regarding Service or billing may be made in writing or by calling the toll free number listed below:

Speedypin Prepaid, LLC  
480 N. Magnolia Drive, Suite 107  
El Cajon, CA 92020  
Toll-Free: (877) 746-6322

Customers who are dissatisfied with the response to their complaint may contact the Illinois Commerce Commission for resolution of the issues at the following address:

Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, IL 62706  
(800) 524-0795

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**INTEREXCHANGE SERVICE**

**SECTION 2 - RULES AND REGULATIONS**

**2.9 Customer Service and Billing Inquiries (Cont'd.)**

**2.9.1 Company Response to Customer Complaints**

The Company shall promptly respond to Customer complaints. The Company shall:

**2.9.1.A** Receive trouble reports twenty-four (24) hours a day and all other complaints during normal business hours, without toll or any other charge.

**2.9.1.B** Investigate all Customer complaints fully and promptly.

**2.9.1.C** Handle all Customer complaints in an efficient and courteous manner.

**2.9.1.D** Advise a Customer who has exhausted the Company's internal procedures and expresses dissatisfaction with the Company's resolution of the issue of the Customer's right to have the complaint considered and reviewed by the Commission, providing the Commission's address and telephone number for the Customer's convenience.

**2.9.1.E** Investigate and respond within thirty (30) days to any Customer complaint transmitted by the Commission to the Company, either by letter or by telephone.

**2.9.1.F** Maintain an accurate record of each Customer complaint, including the complainant's name, the date and nature of the complaint, and its disposition. The record shall be kept for a period of two (2) years following the final settlement or disposition of the complaint.

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**INTEREXCHANGE SERVICE**

**SECTION 2 - RULES AND REGULATIONS**

**2.10 Other Rules**

**2.10.1 Regulatory Changes**

The Company reserves the right to discontinue Service, limit Service, or to impose requirements on Customers or Authorized Users as required to meet changing regulatory rules and standards of the ICC and the Federal Communications Commission.

Credit allowances for interruptions of Service caused by service outages or deficiencies are limited to the Initial Call Unit service charges for re-establishing the interrupted call, i.e., three (3) minutes (except for service interruptions which result from power failures or failures of systems or equipment provided by a third party, in which case no refund or credit will apply). Interruptions of Service must be reported promptly to the Company and such reports must include the PIN, the called number, a description of the service outage or deficiency, the date and approximate time of occurrence.

**2.10.2 Refunds or Credits for Service Outages or Deficiencies**

Credit allowances for interruptions of Service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call, i.e., one minute.

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**INTEREXCHANGE SERVICE**

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General Description of Rates and Charges**

**3.1.1 Application of Charges**

Prepaid Calling Card Service includes recurring and non-recurring charges. Recurring charges consist of flat-rated and usage-sensitive charges. Service also may include taxes, fees, surcharges and/or other assessments.

**3.1.2 Taxes**

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's Services. All such amounts applicable to the Customer's or Authorized User's use of the Services will be deducted from the available card balance.

**3.1.3 Jurisdiction**

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the Call is intrastate, interstate or international. This tariff is applicable to intrastate Calls only.

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**INTEREXCHANGE SERVICE**

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.2 Timing of Calls**

- 3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3** The minimum call duration and additional billing increments are one minute unless otherwise specified in this Tariff.
- 3.2.4** The Company will not bill for incomplete calls.

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**SECTION 3 – DESCRIPTION OF SERVICE AND RATES**

**3.3 Speedypin Prepaid Calling Card Service.**

**3.3.1 Description of Service.**

Prepaid Calling Card Service permits the use of the Speedypin platform for placing telephone calls. Speedypin Prepaid Calling Cards are available under a variety of brand names and registered marks.

From time to time, the Company may introduce additional brand name and/or registered mark Speedypin Prepaid Calling Cards.

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**INTEREXCHANGE SERVICE****SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)****3.3 Prepaid Calling Card Service (cont'd)****3.3.1 Description of Service (cont'd)**

Section 4 of this Tariff sets forth the per-minute intrastate Service rate for Speedypin Prepaid Calling Cards. Depending upon the calling station location and the Customer's or Authorized User's contractual arrangements with other telecommunications service providers, additional local and regional charges may be imposed by telephone service providers other than the Company. Customers may purchase Speedypin Prepaid Calling Cards at a variety of retail outlets, from Distributors, or directly from the Company. Speedypin Prepaid Calling Cards are available in various denominations and are non-refundable, unless defective. Calling Cards themselves have no cash value and are nonrefundable. Speedypin Prepaid Calling Card Service is accessed using a local exchange telephone number or toll-free telephone number printed on the card and/or also available from the dealer or distributor. Customers may also obtain access numbers by contacting the Speedypin Customer Care at (877) 746-6322, by writing the Company at Speedypin Prepaid LLC, 480 N. Magnolia, Suite 107, El Cajon, California 92020.

At the access telephone number, the cardholder is prompted by an automated voice response system to enter the PIN associated with the Speedypin Prepaid Calling Card. PINs may be reset by contacting Speedypin Customer Care at the above toll-free number. PINs may expire six months after the purchase date or, in the case of a rechargeable Prepaid Calling Card, the last recharge date. Extensions are granted upon request if the account is still in use and a balance remains on the card.

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**SECTION 3 – DESCRIPTION OF SERVICE AND CHARGES (Cont'd)**

**3.3 Prepaid Calling Card Service (cont'd)**

**3.3.1 Description of Service (cont'd)**

All Calls must be charged against a card that has a sufficient balance. Before a Call is connected, an automated voice announcement will advise the Customer of the remaining minutes on the card. When the credit in the account reaches zero, the Call will be disconnected. Speedypin Prepaid Calling Card Calls are billed in three-minute increments unless otherwise specified. The Company's processor tracks the Call duration on a real time basis to determine the cost consumed. The total consumed cost for each call, which will include applicable taxes, fees, surcharges and/or other assessments as set forth in this Tariff, are deducted from the remaining balance on the Customer's card.

A credit allowance for Speedypin Prepaid Calling Card Calls is applicable to Calls which are interrupted due to cut-off, one-way transmissions, or poor transmission conditions; in such circumstances, the Customer will receive a credit equivalent to three minutes.

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**SECTION 3 – DESCRIPTION OF SERVICE AND RATES**

**3.3 Speedypin Prepaid Calling Card Service (Cont'd.)**

**3.3.1 Description of Service (Cont'd.)**

**3.3.1 Description of Service (Cont'd.)**

Certain Calls may not be completed using with Speedypin Prepaid Calling Cards:

Calls to 700, 800, 888, 877 (or typically toll free numbers) and 900 numbers;  
Operator assistance calls;  
Busy line verification;  
Conference calls;  
Calls requiring time and or charges;  
Air-to-ground calls;  
Marine/satellite calls;  
Calling Card usage is restricted from some pay telephones.

**3.3.1.A Rechargeable Prepaid Calling Cards**

Speedypin Prepaid Calling Cards are rechargeable after initial purchase, allowing the Customer to obtain additional predetermined amounts of access to long distance telephone Services. The card is a dollar-based service, meaning that there is a fixed amount of dollars (i.e., \$10, \$25, or \$50) available to the Customer who purchases a card. Customers may recharge a card by contacting Speedypin Customer Care at (877) 746-6322 and following the instructions to recharge the card by applying new charges to a credit card. Customers will be asked to select a dollar amount and when the credit card is approved, Speedypin's system will automatically apply the dollar amount of the recharge to the Customer's Rechargeable Prepaid Calling Card. Customers may also forward recharge amounts by check or money order to Speedypin Prepaid, LLC, 480 N. Magnolia, Suite 107, El Cajon, California 92020.

The general terms and conditions set forth in Section 3.3.1 above apply to Recharged Prepaid Calling Cards.

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**SECTION 3 – SERVICE DESCRIPTIONS AND RATES (cont'd)**

- 3.4 Monthly Maintenance Fee.** In addition to the applicable per-minute Service charge applicable to Speedypin Prepaid Calling Card Service, by brand name or registered mark service name (set forth in Section 4.1 of this tariff), a Monthly Maintenance Fee (“MMF”), as set forth in Section 4.4 of this Tariff, may also apply. In the event a MMF Fee is applicable to a particular branded service, the MMF Fee will first be deducted from the available card balance within twenty-four (24) hours of first use of the affected Speedypin Calling Card and will be deducted in monthly intervals thereafter.
- 3.5 Weekly Maintenance Fee.** In addition to the applicable per-minute Service charge applicable to Speedypin Prepaid Calling Card Service, by brand name or registered mark service name (set forth in Section 4.1 of this tariff), a Weekly Maintenance Fee (“WMF”), as set forth in Section 4.4 of this Tariff, may also apply. In the event a WMF Fee is applicable to a particular branded service, the WMF Fee will first be deducted from the available card balance within twenty-four (24) hours of first use of the affected Speedypin Calling Card and will be deducted in weekly intervals thereafter.

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## INTEREXCHANGE SERVICE

## SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)

- 3.6 Directory Assistance Fee.** Customers and Authorized Users may utilize Speedypin Prepaid Calling Cards to access local or nationwide Directory Assistance services. The Directory Assistance Fee set forth in Section 4 of this Tariff is applicable to Customer/Authorized User requests to determine telephone numbers for individuals or business located (i) within the same local service area as the requesting party, (ii) outside the local service area but within the same Metropolitan Statistical Area as the requesting party, and (iii) outside the local calling area or local directory assistance area of the requesting party. Customers or Authorized Users may request up to two (2) telephone numbers per Directory Assistance request. In addition to the applicable per-minute Service charge applicable to Speedypin Prepaid Calling Card Service, by branded service name (set forth in Section 4.1 of this Tariff), the per-Call Directory Assistance Fee will be deducted from the available card balance, regardless of whether a requested number is available. In the event a Customer's or Authorized User's Directory Assistance inquiry exceeds three (3) minutes in duration, an additional Directory Assistance Fee will also be deducted from the available card balance for each subsequent three (3) minute increment.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES (Cont'd)**

**3.7 Public 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 telephone used to access the Company's Services. This 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 telephone.

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

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay 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 from a carrier that the originating station is an eligible pay telephone.

The Public 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.

The Public Pay Telephone Surcharge is set forth at Section 4 of this Tariff.

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Speedypin Prepaid, LLC  
480 N. Magnolia Drive, Suite 107  
El Cajon, CA 92020

Effective:

**INTEREXCHANGE SERVICE**

**SECTION 4 - MISCELLANEOUS**

**4.1 Speedypin Calling Card Service, Intrastate Per-Minute Rates, by Branded Service Name**

	<b>Per Minute</b>
4.1.1 Standard In-State Rate	\$0.149

Unless otherwise stated herein for a particular Brand or Mark, the Standard In-State Rate applies to all Speedypin Calling Cards.

Same Intrastate Per-Minute Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.2 Speedypin Calling Card Surcharge Fees, by Branded Service Name**

**4.2.1 Monthly Maintenance Fee (“MMF”)**

Rate            \$0.79

Unless otherwise stated herein for a particular Brand or Mark, the MMF Rate applies to all Speedypin Calling Cards.

**4.2.2 Weekly Maintenance Fee (“WMF”)**

Rate            \$0.79

Unless otherwise stated herein for a particular Brand or Mark, the WMF Rate applies to all Speedypin Calling Cards.

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**SECTION 4 – RATES AND CHARGES (Cont'd)**

**4.3 Speedypin Calling Card Directory Assistance Fee, all Branded Service Names**

\$0.95 Per Directory Assistance Request (and an additional \$0.95 per each subsequent interval of three (3) minutes duration)

**4.4 Speedypin Calling Card Payphone Public Telephone Surcharge, all Branded Service Names**

\$0.99 per Call or successful access to Company's network via public pay telephone.

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**INTEREXCHANGE SERVICE**

**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the charges for the Customer (if eligible) of target Services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate Service by providing free test calls of up to four minutes duration over its network.

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**INTEREXCHANGE SERVICE**

**SECTION 6 - CONTRACT SERVICES**

**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Illinois Commerce Commission.

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