TARIFF NO. 2 OF GLOBAL CONNECTION INC. OF AMERICA
REPLACES, IN ITS ENTIRETY, TARIFF NO. 1 OF
GLOBAL CONNECTION INC. OF KENTUCKY

# TITLE SHEET

## GLOBAL CONNECTION INC. OF AMERICA

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities for alternative local exchange telecommunications services provided by Global Connection Inc. of America, with principal offices at 5555 Oakbrook Parkway, Suite 620, Norcross, GA 30093. This price list applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.



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# CHECK SHEET

The sheets listed below, which are inclusive of this price list, 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 price list and are currently in effect as of the date on the bottom of this sheet.

| Sheet | Revision Level |
|---|---|
| 1 | Original |
| 2 | Original |
| 3 | Original |
| 4 | Original |
| 5 | Original |
| 6 | Original |
| 7 | Original |
| 8 | Original |
| 9 | Original |
| 10 | Original |
| 11 | Original |
| 12 | Original |
| 13 | Original |
| 14 | Original |
| 15 | Original |
| 16 | Original |
| 17 | Original |
| 18 | Original |
| 19 | Original |
| 20 | Original |
| 21 | Original |
| 22 | Original |

When a price list filing is made with the Commission, an updated Check Sheet accompanies the price list filing.



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## SYMBOLS

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

D - Delete or Discontinue

I - Change Resulting In An Increase To A Customer's Bill

M - Moved From Another Price List Location.

N - New

R - Change Resulting In A Reduction To A Customer's Bill

T - Change In Text Or Regulation But No Change In Rate Or Charge



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## SHEET NUMBERING AND REVISION LEVELS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine, the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc. the sheet number on file with the Commission is not always the price list sheet in effect. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:

2.
2.1
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).



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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

**Access Line** – An arrangement that connects the Customer's location to a company's switching center or point of presence.

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

**Company** – Global Connection Inc. of America ("Global").

**Commission** – The Kentucky Public Service Commission

**Customer** – The person, firm, corporation, or other entity that orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**ILEC –** Incumbent Local Exchange Carrier

**LEC** – Local Exchange Company

**Local Exchange Services** – Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

**One Month -** "One Month" means thirty (30) days.

**Resold Local Exchange Service** – A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers.



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# SECTION 2 – RULES AND REGULATIONS

## 2.1 Undertaking of Global

The Company's services are provided on a prepaid monthly basis unless otherwise indicated and are available twenty-four hours per day, seven days per week. The Company provides such services via resold facilities or Company owned or leased facilities.

## 2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary ILEC facilities and equipment, and subject to the provisions of this tariff.

2.2.2 Global reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The local service offerings provided under this price list are controlled by Global and the Customer may not transfer or assign the use of service without the express consent of Global.

2.2.4 Prior permission from Global is required before any assignment or transfer by the Customer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

## 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

## 2.4 Liabilities of the Company

2.4.1 Global's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.4 Liabilities of the Company

2.4.2 Global 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 provided under this tariff, if caused by any person or entity other than Global, 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 cause beyond Global's direct control.

2.4.3 Global shall not be liable for, and shall be fully indemnified and held harmless by a Customer 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 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 price list; or for any act or omission of the Customer; 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 (or it's contractor), if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an Agent or employee of the Company.

2.4.5 Global shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service, which is not the direct result of the Company's negligence.

### 2.5 Deposits

The Company does not require a deposit from the Customer.



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.6 Payment for Service

2.6.1 The Customer is responsible for all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, including the Commission.

2.6.2 The Customers pay an activation fee specified in Section 4.1 of this tariff and receive a term of 30 days of service for the first month. Each month after the initial start-up the customer will be pre-billed for 30 calendar days per month. The customer's bill will be created the day following the connection date (CN) at which time the billing cycle is established. The Company offers a pre-paid service that requires customers to pay prior to the service period. Each month the customer will be billed 20 calendar days before the due date for the following month's service. For the customer to remain in a pre-paid status the due date for the pre-payment is scheduled 5 calendar days prior to the service end date. If payment is not received within 5 days after the due date, additional attempts to contact the customer by phone are scheduled prior to the service suspension date. Customers who do not make payment are processed for suspension on the 11th day following the due date and are processed for disconnection 10 days after the date of suspension. If payment is not received by the service end date, the customer must pay a late payment fee in addition to the past due balance.

2.6.3 If service is suspended and the customer restores service, the customer is required to pay a restoration fee and any remaining balance. Refer to section 4.1 for appropriate fee charges.

2.6.4 If service is disconnected and the customer reinstates service, the customer is required to pay a reconnection fee and any remaining balance. Refer to section 4.1 for appropriate fee charges.

### 2.7 Taxes

All state and local taxes, including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax, 911 assessments and FCC charges, are listed as separate line items and are not included in the quoted rates.

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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.8 Terminal Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key system or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

### 2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The agreement will determine terms and conditions of installation and termination of service. The service agreement does not alter rates specified in this tariff.

2.9.1 Quality of Service

Either as a reseller or as a facilities based provider, as the case may be with any particular Customer, the quality of service provided to the Global end users would be equal to that received from the Company's underlying carrier.

### 2.10 Other Rules

2.10.1 The Company reserves the right to refuse to process Credit Card payments when authorization for use of the card is rejected or cannot be validated.

2.10.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Commission.

### 2.11 Cancellation by the Customer

When a Customer desires to have his/her service terminated, he/she must notify the Company, either orally or in writing.



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.12 Interconnections

Service furnished by Global may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for services initiated by the Customer in connection with services provided directly or indirectly by Global. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. The Company shall not be liable for any act or omission of any other company furnishing a portion of such service.

### 2.13 Refusal or Discontinuance by Company

Global may refuse or discontinue service under the following conditions (provided that unless otherwise stated, the Customer shall be given proper notification in accordance with 807 KAR 5:006 Section 14 to comply with any rule or remedy any deficiency:)

(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 other property or purpose than that described in the application.

(c) For neglect or refusal to provide reasonable access to Global or its agents for the purpose of inspection or maintenance of equipment that may be owned by Global and its Agents.

(d) For noncompliance with or violation of Commission regulation or any rules and regulations as may be filed by Global with the Commission.

(e) For nonpayment of bills.

(f) If the Customer or an Authorized User of the service used the service in such a manner as to adversely affect Global's service to others. (Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the Customer's right to challenge the termination by filing a formal complaint with the Commission.)



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.13 Refusal or Discontinuance by Company contd.

(g) In the event of unauthorized or fraudulent use of service.

(h) Without notice by reason of any order or decision of a court or other government authority having jurisdiction that prohibits Global or any contracted carriers from furnishing such services.

### 2.14 Interruption of Service

Credit allowances will not be made for interruptions of services that are due to the Company's testing or adjusting, testing or adjusting by any contracted carrier, due to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer. It shall be the obligation of the Customer to notify Global immediately of any interruption in service for which a credit allowance is being requested.

Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to Global's underlying ILEC's terminal.

### 2.15 Restoration of Service

The restoration of previously denied or disconnected service shall be in accordance with the provisions of this tariff.

### 2.16 Tests, Pilots Programs, Promotional Campaigns and Contests

Global may bundle features for packages, conduct pilot programs and/or promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer for the purposes of customer goodwill.



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.17 Cost of Collection and Repair

2.17.1 The Customer is responsible for any and all costs incurred in the collection of monies due to Global including legal and accounting expenses.

2.17.2 The Customer is responsible for arranging for repair and payment for repair for any service outages that are on the Customer's premise or any other such repair if the outage was not directly caused by Global.

### 2.18 Late Payment Charge

A late fee of $10 will be charged on any past due balance on the bill at 30 days from the bill date.

### 2.19 Return Check Charges

The Company's returned check charge is consistent with applicable state law.

### 2.20 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing-impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local telecommunications service subscribers, as may be required by state law.

### 2.21 Access to Carrier of Choice

Global's local service subscribers shall have the right to select the long distance service provider of their choice. The service provider should request confirmation and verifications of choice from its Customers no later than the date of submission of its first bill to the Customer. The service provider should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.22 Directory listings

2.22.1 The Company does not publish a directory of subscriber listings however; the Customer's main billing number will be placed in the directory or directories of the dominant local exchange carrier.

2.22.2 Reference specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to use of telephone service.

2.22.3 In accepting listings as requested by subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

### 2.23 911 Service

2.23.1 The Company provides access to 911 Service for emergency calling at no charge. This service is provided via the Company's underlying contracted carrier (ILEC.)

2.23.2 911 information consisting of the names, addresses and telephone and telephone numbers of all telephone customers is confidential. The Company will release such information after a 911 call has been received, on a call-by-call basis, only for the purpose of responding to an emergency call in progress.

2.23.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station address are furnished to the Public Safety Answering Point.

2.23.4 The Company assumes no liability for any infringement, or invasion of any right or privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of the 911 Service. Under the terms of this tariff, the Public Service Agency must agree, (except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct),



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## SECTION 2 – RULES AND REGULATIONS, CONT.

**2.23 911 Service contd.**

2.23.4 contd.

to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, Occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

2.23.5 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

2.23.6 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.



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## SECTION 2 – RULES AND REGULATIONS, CONT.

### 2.24 Miscellaneous and Recovery Rates and Charges

The Company may adjust its rates, charges, carrier costs or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or pay to others, in support of statutory or regulatory programs and network recovery costs. Examples of such programs include, but are not limited to: the Universal Service Fund and the Primary Interexchange Carrier Charge, Fees paid to support government programs such as Telecommunications Relay Service and Local Number Portability, additional indirect costs associated with administering and complying with these types of government programs.



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# SECTION 3 – DESCRIPTION OF SERVICE

## 3.1 Service Area

As a service reseller or a facilities based provider, Global will provide prepaid local exchange service that includes most of the underlying carrier's available features and services to residential or business Customers that are eligible for service in the State of Kentucky.

## 3.2 Local Exchange Service

Global offers to residential or business Customers flat rate, unlimited prepaid local service with access to 911, operator services, toll free numbers and relay services.

3.2.1 The Company's prepaid Local telephone Service provides a Customer with the ability to:

- place or receive call to any calling station in the local exchange calling area
- access basic 911 Emergency Service
- access the interchange carrier selected by the Customer for long distance calling
- place or receive calls to toll telephone free numbers

3.2.2 The Company's service cannot be used to originate calls to other telephone companies' caller-paid information services. The Company blocks these calls.

3.2.3 Optional Features: A customer may order optional features at the rates specified in this tariff.

3.2.4 Local line provides the Customer with a single, voice-grade communications channel. Each local line includes a telephone number.

## 3.3 Maintenance Plan

Global offers a maintenance plan to the Customers that would cover local service outages that require repairs to the Customer's inside wiring. The plan does not include any repairs to deliberately caused outages on the Customer's premise.

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## SECTION 4 – RATES

### 4.1 Global's Local Service Rates (Residential)

#### 4.1.1 Local Exchange Service

Global offers local exchange service on a pre-paid, flat rate only.

#### 4.1.2 Installation Charges

| | AT&T Areas | Windstream Areas |
|---|---|---|
| Connection Fee[1] | $40.00 | $85.00 |
| Restoration Fee | $28.00 | $28.00 |
| Name Change | $20.00 | $20.00 |
| Number Change | $35.00 | $35.00 |
| Transfer | $59.95 | $59.95 |
| Upgrade/Downgrade | $15.00 | $15.00 |
| Reconnect Line | $40.00 | $40.00 |
| Change Order Fee | $15.00 | $15.00 |

#### 4.1.3 Service Rates

| | AT&T Areas | Windstream Areas |
|---|---|---|
| Monthly Residential Service | | |
| **Basic** | $33.45 | $49.45 |
| **Advantage** (includes caller ID plus Call Waiting Deluxe; also includes 100 minutes LD) | $38.45 | $53.50 |
| **Premium** (includes 7 calling features and 100 minutes LD) | $43.45 | N/A |
| Directory Assistance, per call | $2.99 | $2.99 |
| Directory/Operator Assistance Block | $5.00 | $5.00 |

[1] The Company may discount the connection fee at its discretion. The Connection Fee may be collected over a 12 month payment plan.



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## SECTION 4 – RATES, CONT.

### 4.1 Global's Local Service Rates (Residential), cont.

#### 4.1.4 Optional Services

| | AT&T Areas | Windstream Areas |
|---|---|---|
| Call Waiting | $8.00 | $8.00 |
| Call Waiting Deluxe | $10.00 | $10.00 |
| Call Forwarding | $10.00 | $10.00 |
| Three Way Calling | $10.00 | $10.00 |
| Speed Dial | $10.00 | $10.00 |
| Call Return | $10.00 | $10.00 |
| Caller ID | $12.00 | $12.00 |
| Caller ID Deluxe | $12.00 | $12.00 |
| Call Block | $10.00 | $10.00 |
| Call Tracing | $10.00 | $10.00 |
| Unpublished Number* | $7.00 | $7.00 |
| LD 250 minutes (domestic) | $5.00 | $5.00 |
| LD unlimited minutes (domestic) | $10.00 | $10.00 |
| Maintenance Plan | $7.50 | $7.50 |

*Requires Change fee



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## SECTION 4 – RATES, CONT.

### 4.2 Global's Local Service Rates (Business)

#### 4.2.1 Installation Charges

| | AT&T Areas |
|---|---|
| Connection Fee | $109.99 |
| Restoration Fee | $28.00 |
| Reconnect Line | $50.00 |

#### 4.2.2 Service Rates

| | AT&T Areas |
|---|---|
| Basic UNE Service | $89.99 |
| Directory Assistance, per call | $2.99 |

#### 4.2.3 Optional Services

| | AT&T Areas |
|---|---|
| Unpublished Number | $7.00 |
| Voice Mail | $12.00 |
| Maintenance Plan | $10.00 |
| Call Block | $10.00 |
| Call Forwarding | $10.00 |
| Caller ID Deluxe | $15.00 |
| Call Return | $10.00 |
| Call Waiting | $10.00 |
| Three Way Calling | $10.00 |
| Repeat Dialing | $10.00 |
| Call Selector | $10.00 |



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**SECTION 4 – RATES, CONT.**

### 4.2 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for service not generally available under this tariff. Individual case basis rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval, and will be made part of this tariff.

### 4.3 Kentucky Lifeline Support surcharge:

Company shall bill and collect from each Customer a fee of $.08 per access line on monthly basis to be collected and paid in compliance with the Kentucky Universal Service Fund.

### 4.4 Kentucky Telecommunications Relay Service/TRS Program and Telecommunications Access Program/TAP surcharges:

Company shall bill and collect from each Customer a fee of $.02 per access line on a monthly basis for the Telecommunications Relay Service/TRS and a fee of $.02 per access line on a monthly basis for the Telecommunications Access Program/TAP. Both surcharges will be collected and paid in compliance with the Commission's Administrative Case No. 372.



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## SECTION 5 – BILLING CONTENTS

### 5.1 Billing Contents

The Company's customer bills contain the following information:

- Name and address of the Company
- Global's Service/Inquiry toll-free number
- Name and Address of the Customer
- Bill Date
- All Account Numbers
- Invoice Number
- Detail of Charges
- Summary of Charges

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