

WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

TITLE SHEET

WASHINGTON INMATE TELECOMMUNICATIONS TARIFF

This informational tariff contains the descriptions, regulations, and rates applicable to the furnishing of inmate telecommunications services provided by Pay Tel Communications, Inc., with the principal offices at 4230 Beechwood Drive, Greensboro, N.C. 27410. This tariff applies to services furnished within the state of Washington. This document may be inspected during normal business hours at the Company's principal place of business. A copy may also be obtained by visiting the Company's website, www.paytel.com, or by writing the Company.

[INFORMATIONAL TARIFF ONLY]

Issued: June 20, 2016

Effective: June 20, 2016

John Vincent Townsend, President
Pay Tel Communications, Inc.
P.O. Box 8179
Greensboro, NC 27419
1-866-729-8352 ext. 178
president@paytel.com

WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier which connects an inmate telephone to a switching center.

Automated Call Processing System – Equipment that automates the placement of collect calls, prepaid and/or debit calls including recordation of billing information.

Automated Collect Inmate Telecommunications Services – Calls whereby an inmate in a Confinement Facility dials the called number and the call is billed to the called number (direct billed collect call or prepaid collect call) and where call placement and recording of billing information is performed without the assistance of a live operator.

Billed Party – The individual who accepts a collect call, is billed for the call, and responsible for the payment of the applicable charges.

Billing Limit – A dollar value of accepted collect call charges beyond which is deemed to be an at-risk collection.

Called Party – The individual who receives an inmate collect or prepaid call who can either accept or refuse the call.

Called Station – The terminating point of a call (i.e., the called number).

Calling Station – The originating point of a call (i.e., the calling number).

Client – The Confinement Facility Administration or the government entity with which the Company has contracted to provide service.

Collect Call – a Billing arrangement whereby the charge for a call may be billed to the called station, provided the called station accepts responsibility for such calls. See Direct Bill Program.

Commission – Washington Utilities and Transportation Commission.

Common Carrier – A company or entity providing telecommunications services to the public and subject to the jurisdiction of the Washington Utilities and Transportation Commission.

Company – Pay Tel Communications, Inc.

Completion of a Collect Call – A call is completed when the call is accepted by the Called Party.

Confinement Facility – A local, state, or federal facility that has authorized the Company to provide inmate telecommunications services.

Customer – The person or legal entity that enters into payment arrangements with the Company for telecommunications services to send or receive calls. Customer shall include a Billed Party and/or a Called Party.

Debit Calls – A service where the inmate may place calls using funds transferred from the Inmate's Trust Account.

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SECTION 1 – DEFINITIONS (continued)

Direct Bill Program - A program available to those Customers wishing to pay in arrears for inmate collect phone calls.. An account is established with the Company by a Customer who completes a credit application and receives a satisfactory credit score. A credit limit is established and calls are billed by the Company directly to the Customer monthly.

Inactive Prepaid Account Phone Card – A card issued by the Company to a Prepaid Account Customer when that Customer’s account has no activity for a period of at least six (6) months.

Incomplete Call – Any call where transmission between the calling and called station is not established (e.g., busy, no answer, billing refused, etc.).

Inmate – An individual in a Confinement Facility who uses the Company’s telephone services to place a call. An Inmate may use Prepaid Calling Cards and/or Debit Calling through the Confinement Facility’s Commissary or Inmate Trust Fund Account and be a Customer of the Company.

Inmate Trust Fund Account – An Inmate Trust Fund Account is an account established by the Confinement Facility where all funds belonging to an Inmate are placed and maintained.

Interexchange Carrier (IXC) – a company which furnishes interexchange telephone service.

Just1Call™ - an option which allows the called party to pay for a single call through an automated process using a credit or debit card for payment without having to first establish an account

Local Call – a call originated and terminated within a single exchange or extended local service area.

Local Exchange Carrier (“LEC”) – A certified telecommunications company that provides local exchange service to customers in the State of South Carolina.

Measured Charge – A charge assessed on a per-minute basis, in addition to the Fixed Service Charge, to recover costs associated with the usage component of the call.

MoneyGram® Payment Processing Fee – An undiscountable fee charged to a Customer by MoneyGram® each time the Customer chooses to make a cash payment through MoneyGram® for an account with the Company.

Paper Statement Fee - An undiscountable fee charged to a Customer when a printed, paper statement of charges is requested. (On-line versions of the Account Statement are provided monthly, free of charge.)

PayNearMe Processing Fee – An undiscountable fee charged to a Customer by a PayNearMe merchant location each time the Customer chooses to make a cash payment through PayNearMe for an account with the Company.

Phone Payment Processing Fee – An undiscountable fee charged to a Customer by the Third Party Phone Payment Processor when the Customer chooses to make a payment using credit card or check/debit card over the phone for an account with the Company.

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SECTION 1 – DEFINITIONS (continued)

Prepaid Account Program – A program whereby an account is established with the Company by a Customer with an initial pre-payment for service. Charges for service provided by the Company are deducted on a per minute real time basis from the Customer’s account. Prepaid Card for Inmate Customers – A card issued by the Company which provides an inmate with an Authorization Code and instructions for accessing the Company’s network.

Tariff – A set of rates, charges, rules and regulations adopted and filed by the Company.

Third Party Payment Processors – The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. This fee is added to the Customer’s payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include, but are not limited to, PayNearMe, Western Union® QuickCollect, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

Toll Call – An interexchange call originating in one exchange and terminating in another that is not part of the exchange and is not a part of any extended local area service arrangement. These calls can be either intraLATA or interLATA long distance calls.

Website Online Payment Processing Fee – An undiscountable fee charged to a Customer by the third party Website Online Payment Processor when the Customer chooses to make a payment online using a credit card, check/debit card or check for an account with the Company.

Western Union® QuickCollect Payment Processing Fee – An undiscountable fee charged to a Customer each time the Customer chooses to make a cash payment through Western Union® for an account with the Company.

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WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's inmate telephone services are furnished for communications originating in Confinement Facilities, and as otherwise set out herein, within the State of Washington.

The Company installs, operates and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this Tariff. The Company furnishes its inmate telephone services for the benefit of Inmates housed in local, county, and state Confinement Facilities as well as for the benefit of the people Inmates call.

The Company's services are available twenty-four hours per day, seven days a week, subject to the rules of the Confinement Facility.

2.2 Inmate Telephone Service Restrictions

2.2.1 Service is offered subject to the provisions of this tariff.

2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control or when a Customer, Calling Party, Called Party, Inmate or other person is attempting to steal service or is using service in violation of the law, the rules of the particular Confinement Facility or the provisions of this Tariff. The Company may prosecute those who use its services in violation of the law.

The Company may refuse, restrict, or interrupt service to Customers due to insufficient billing information, invalid telephone numbers, invalid commercial credit card numbers, refusal of a called party to accept responsibility for payment, or other circumstances which may prevent the Company from collecting the charges due. The Company may refuse or otherwise restrict the use of some or all billing methods for calling to or from certain parts of the United States or in circumstances where the Company reasonably believes such restrictions are necessary to prevent fraud and uncollectibles.

Service originated from within Confinement Facilities is restricted to permit placement of outward only automated direct-billed collect, prepaid, or debit calls to locations within the United States and Confinement Facility-authorized foreign countries. All other call-types including direct dial, sent paid and calls charged to calling cards or third numbers are prohibited (other than as specifically set out herein or otherwise expressly authorized by the Company).

Use of the Company's service is subject to any conditions or limitations imposed by Confinement Facilities. The Company may restrict or refuse service to any Inmate at the request of the Confinement Facility, and/or limit or prohibit inmate access to certain telephone numbers as specified by the Confinement Facility. Service may be limited at the discretion of the Confinement Facility.

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SECTION 2 – RULES AND REGULATIONS (continued)

- 2.2.3 Calls by Inmates to Company numbers and other numbers stipulated by Confinement Facility authorities will be blocked in the interest of public safety and to avoid harassment.
- 2.2.4 Calls by Inmates dialed 10XXX+0, 950, 911, 900, 976, 700, 411 and other information calls are blocked. A copy of the current local directory shall be available upon request by Confinement Facility authorities for inmate use.
- 2.2.5 The Company will also block calls in the following circumstances, subject to provisions of this Tariff that provide Customers with alternative means for connecting calls:
- A. When a Prepaid or Debit Customer's account balance lacks available funds;
 - B. When a Customer's Direct Bill account balance is over the established credit limit.
- When a Customer with one of the above circumstances receives a call from an inmate, the call will be connected and a one-minute courtesy call will be provided to the Customer. The Customer can then be transferred to a Customer Service Representative for assistance in opening an account with the Company. The Customer will also be provided instructions to call the Company's 1-800 customer service number where he or she will be told why his or her number is blocked, and the Customer will be given an opportunity to open a Company account twenty-four hours a day, seven days a week.
- 2.2.6 The Company will also block calls from Confinement Facilities in the following circumstances and will not provide alternative means for connecting calls:
- A. When the Confinement Facility has placed a block on the phone number;
 - B. When the Customer or telephone subscriber has requested a block on his or her phone number;
 - C. When a Customer account is in "collection status", i.e. NSF check, invalid check, fraudulent credit card payment, etc.
- 2.2.7 Maximum call duration for calls from Confinement Facilities is any maximum duration specified by the Confinement Facility, but otherwise is not less than ten minutes.

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SECTION 2 – RULES AND REGULATIONS (continued)

2.3 Limitation of Liability of the Company; Indemnification and Related Provisions

2.3.1 The Company's liability, with respect to the services and facilities provided or operated by the Company, for damages arising out of mistakes, interruptions, acts, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence, gross negligence, willful misconduct or unlawful conduct of its employees or its agents, in no event shall exceed the amount equal to the pro rata charge to the Customer or Called Party for the period during which the service was provided or the facilities were operated.

The Company will also not be liable for any of the damages to a Confinement Facility resulting from the furnishing of service, including the installation and removal of equipment and associated wiring, unless the damages are directly and proximately caused by the Company's negligence or willful misconduct.

2.3.2 In no event will the Company be liable for consequential, indirect, incidental, special, emotional, exemplary, or punitive damages whatsoever from any interruption, degradation or other defect in the provision of service.

2.3.3 In addition, the Company shall not be liable or otherwise responsible for interruptions of service resulting from the following actions of a Customer or Called Party: 1) when the parties stop talking without hanging up; 2) attempts to make a 3-way call; 3) attempts to answer Call Waiting; 4) attempts to put a call on hold; 5) attempts to transfer a call; 6) use of a cordless phone; and/or 7) use of a wireless communication device.

2.3.4 The Company shall not be liable for and shall be indemnified and held harmless by Customers, Calling Parties, Inmates, Called Parties, the Confinement Facility and/or any third parties against:

A. Claims for libel, slander, or infringement or copyright arising out of the material, data, information, or other content transmitted over the Company's facilities or using the Company's services.

B. All loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or assessed by Customer, Calling Party, Called Party, Inmate, Confinement Facility or any other party or person, for any personal injury or death, or for any destruction of any property, whether owned by a Customer or others, claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal,

WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

condition, location or use of services, facilities or equipment provided by the Company and arising out of any act or omission of the Customer, Calling Party, Called Party, Inmates, Confinement Facility personnel or any other person in connection with any service, equipment or facility provided by the Company. For purposes of this tariff generally and this provision specifically, no agents, representatives or employees of other carriers or companies shall be deemed to be agents or employees of the Company without prior written authorization by the Company.

- C. All other claims arising out of any act or omission of the Customer, Calling Party, Called Party, Inmates, Confinement Facility personnel, or any other person in connection with any service, equipment, or facility provided by the Company.
- D. Violations of the provisions of this Tariff.
- 2.3.5 Except as caused by its willful misconduct or gross negligence, the Company shall not be liable for the unauthorized disclosure of any account or billing information, or the content of any call or conversation made utilizing the Company's facilities or services, collected, obtained, stored, or provided upon request by a person asserting a right to obtain such information, or for any damages resulting from the release, loss, or theft of same.
- 2.3.6 Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Tariff or the Services provided hereunder will be deemed waived if not brought or made in writing within thirty (30) days from the date that the alleged act or omission occurred.
- 2.3.7 Any provision of this Tariff notwithstanding, in no event will the Company's liability for damages arising out of mistakes, interruptions, acts, omissions, delays, errors or defects in the transmission occurring in the course of furnishing service, with respect to the services, equipment and facilities operated or provided by the Company under this Tariff exceed the lesser of: (i) the pro rata amount of charges incurred by reason of Company's negligence, gross negligence or willful misconduct for services provided hereunder or (ii) One Thousand Dollars (\$1,000) in the case of negligence or Ten Thousand Dollars (\$10,000) in the case of gross negligence or willful misconduct on the part of the Company.
- 2.3.8 For purposes of this Section 2.3 (Limitation of Liability of the Company), references to the Company include the Company, together with its officers, directors, employees, agents and subcontractors.
- 2.3.9 **THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.**

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SECTION 2 – RULES AND REGULATIONS (continued)

- 2.3.10 The Company is excused from its obligations hereunder (and from any performance failure in connection therewith), and shall not be liable for any resulting loss or damages whatsoever, to the extent caused, directly or indirectly, by events beyond its reasonable control, including any and all Acts of God, fire, floods, hurricanes, other catastrophes, insurrections, national emergencies, terrorism, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, loss of telecommunication service or power supply to the Customer's, Confinement Facility's or Company's premises, disconnection or unavailability of any other provider's facilities, capacity or services, acts of third parties unrelated to the Company, acts of Company employees or agents when acting beyond the scope of their respective employment or agency, computer viruses, hacking or other outside disruption, and any regulation or other directive, action or request of any governmental authority.
- 2.3.11 Customer and any authorized users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney fees and court costs), or liability for patent or other intellectual property infringement arising from Customer or any authorized users' (1) combining facilities or services that they have provided or furnished with, or using such facilities or services in connection with, facilities or services that the Company has furnished, or (2) using facilities the Company has furnished in a manner that the Company did not contemplate or intend and over which the Company exercises no control. In the event that any such infringing use is enjoined, Customer or authorized user, at its own expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, Customer or authorized user shall at his or her own expense defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement or related claims.
- 2.3.12 The Confinement Facility operator shall be solely responsible and liable for: 1) placing any necessary service orders with the Company; 2) arranging access to the premises by Company personnel or representatives at times mutually agreeable to Company and Confinement Facility operator when required for installation, repair, maintenance, operation, inspection or removal of equipment associated with the provision of Company services; 3) complying on its part with applicable tariff regulations; 4) assuring that its Inmates comply with applicable tariff regulations; 5) providing an uninterrupted, fully functional and good quality power source for the running of Company equipment on the Confinement Facility premises; 6) providing a temperature controlled room suitable for housing the Company's computer and related equipment; and 7) any loss or damage to Company equipment located on the Confinement Facility's premises that occurs as a result of the loss of power or other conditions under the control of the Confinement Facility.

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SECTION 2 – RULES AND REGULATIONS (continued)2.4 Taxes and Fees

All state and local taxes and any fee imposed by a governmental entity (e.g. sales tax, municipal utilities tax, telecommunications business license tax, USF assessment) are listed as separate line items and are not included within the rates and charges specified in Section 4. The Customer is responsible for payment of any and all federal, state and local taxes and regulatory or governmental surcharges or fees applicable to the Services, including any applicable municipal or rights-of-way fees, regulatory fees, charges or surcharges for regulatory mandates, excise taxes, sales taxes, and all other applicable fees and taxes

2.4.1 Universal Service Fees

The Universal Service Fees (“USF”) assessed on a Customer’s prepaid account, debit card, Prepaid Phone Card, direct bill or other account, are regulated by federal and state law. The USF is based on a specific percentage of the cost of the calls set by the federal government for interstate calls and set by state government for intra-state calls where authorized.

2.5 Payment for Service2.5.1 Disputed Charges

Charges billed directly by the Company are due and payable upon receipt. Billed Party bills shall display the Company toll free number whereby the Billed Party can contact the Company to resolve billing disputes. Amounts not paid within thirty (30) days of the invoice will be considered past due. For charges billed directly by the Company, notice from the Customer of a dispute must be received in writing within thirty (30) days after the date of the invoice. Otherwise, all charges will be considered correct and binding upon the Customer.

The Company will promptly investigate and advise all billed parties of its findings concerning disputed charges. Bill adjustments will be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- A. Contact Customer Service: Those persons who have not yet established an account with the Company may contact the Company at 1-800-729-8355 or such other number(s) designated by the Company. The customer will be asked by an automated voice prompt to enter their phone number. When their number is not identified as an active account, the customer will be transferred to a Customer Service Representative for assistance twenty-four hours a day, seven days a week.

A Customer wishing to make a payment can call 1-800-729-8355, select the payment option, and speak with a Customer Service Representative 24 hours a day, 7 days a week.

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WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 2 – RULES AND REGULATIONS (continued)

Customers with questions about an account may contact the Company directly at 1-800-729-8355, or such other number(s) designated by the Company, twenty-four hours a day. The Company's automated phone system can provide the Customer with account balance, call and payment activity, information on why an account is blocked, information on how to open an account and answer the most frequently asked questions.

A Customer wishing to speak with a Customer Service Representative to ask a question regarding an account can call 1-800-729-8355 or such other number(s) designated by the Company, during normal business hours and follow the voice prompts to speak with a Customer Service Representative.

The Customer can contact a Company Customer Service Representative via e-mail at csr@paytel.com, by fax at 1-800-776-8423, or by mail at the address below, or by such other means as may be designated by the Company:

Pay Tel Communications, Inc.
Customer Service
P.O. Box 19290
Greensboro, NC 27419

All inquiries are addressed the day they are received during normal business hours.

- B. Contact Customer Relations: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can file a complaint with Customer Relations via e-mail at customerrelations@paytel.com. All complaints are addressed by the Customer Relations Manager the day they are received during normal business hours Monday through Friday.
- C. Contact President: If the Customer is not satisfied with the Company's service or the resolution of any billing issue, the Customer can contact the President of the Company via e-mail at president@paytel.com. All inquiries are addressed by the President the day they are received during normal business hours Monday through Friday.
- D. Contact Better Business Bureau: The Company is a member in good standing of the Better Business Bureau OnLine Reliability Program. If the Customer is not satisfied with the Company's services, they can use the BBB link on the Company's website home page to file a complaint with the BBB. All complaints are addressed the day they are received during normal business hours.

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SECTION 2 – RULES AND REGULATIONS (continued)

- E. Regulatory Contact: If the Customer is not satisfied with the resolution of intrastate billed charges by the Company, the Customer has the right to express its concerns to the Washington Utilities and Transportation Commission:

Washington Utilities and Transportation Commission
1300 S. Evergreen Park Drive, SW
PO Box 47250
Olympia, WA 98504-7250
Telephone Number: 360-664-1160
TTY: 800-416-5289
Email: consumer@utc.wa.gov
Website: www.utc.wa.gov

- F. Customers who are Inmates must utilize the dispute resolution process available at their Confinement Facility.

2.5.3 Late Payment Fee

A late payment fee of one and one-half percent (1½ %) per month (18% per annum) or the amount designated by statute, if any (whichever is less), may be applied by the Company to its Customer's invoiced amounts, if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date. Where the Company elects to apply late payment fees, it will provide notice to the Customer on the invoice(s) to which such charges will be applicable.

2.5.4 Returned Check Charge

The Company will charge a fee, not to exceed \$25.00 or the amount set out in Washington Revised Code § 62A. 3-515 (2003), for each check returned for insufficient funds.

2.5.5 Costs of Collection and Repair

The Company shall be entitled to recover any and all costs, including attorneys' fees, court costs, and the costs of litigation and accounting expenses, incurred in the collection of monies owed to the Company for any services provided by the Company. The Company shall also be entitled to recover all costs and expenses required for repair or replacement of damaged equipment.

2.5.6 Backbilling Procedures

The Company may render or adjust an invoice to the Customer at any time up to ninety (90) days from the date on which the services were provided by the Company. Where fraud or other unlawful activity has occurred with respect to the use or misuse of the Company's services by any person, the Company may invoice such person for up to one (1) year from the date on which the services were provided by the Company.

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SECTION 2 – RULES AND REGULATIONS (continued)

2.6 Refusal or Discontinuance of Service by Company

2.6.1 The Company may block or discontinue service to a Customer without liability by providing expedited notice via delivery of an automated telephone call or electronic mail message to the Customer, for the following causes:

- A. When Customer's Direct Bill Account balance exceeds the established credit limit – *Notice is provided to Customer prior to and after such balance reaches the credit limit.*
- B. When Customer's Prepaid Account balance exhausts available funds – *Notice is provided to Customer prior to and after available funds are depleted.*
- C. In the event the Customer has not yet established a Prepaid or Direct Billed Account and has already completed the Courtesy call. *Notice is provided to Customer, at the time of the call attempt, advising Customer to contact Company and establish appropriate payment arrangements.*
- D. In the event the Customer provides an invalid name, number and/or address for billing purposes. *Notice is provided to Customer at the time of the call attempt, advising Customer to contact Company and establish appropriate payment arrangements.*
- E. Other causes as specified in Section 2.2 Inmate Telephone Service Restrictions above. *Notice is provided to Customers prior to and after the activity when feasible.*

2.6.2 The Company may block or discontinue service to a Customer without liability and without notice in the event of one or more of the following circumstances:

- A. Customer use of the Customer's or Company's equipment or the Company's service in such a manner as to actually or potentially adversely affect the Company's equipment, financial viability, or service to others;
- B. A condition determined by the Company to be hazardous or dangerous;
- C. Where there is reasonable cause to believe that there is illegal or willful misuse of the Company's service;
- D. In the event of fraudulent payment or non-payment for services or other evidence of an attempt to steal services from the Company;

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SECTION 2 – RULES AND REGULATIONS (continued)

- E. In the event of unauthorized use of Customer's or Company's telephone service;
- F. Violation of and/or noncompliance with the Commission's orders, rules, or regulations governing the service provided under this tariff; or
- G. Violation of any rule, policy, or request of a Confinement Facility or any governmental authority having jurisdiction over the Company and/or the service provided under this tariff.

2.7 Cooperation

Customer shall cooperate, and shall cause Customers to cooperate, with the Company to the extent necessary for the Company to discharge its obligations hereunder and as reasonably requested by the Company.

2.8 Governing Law

This Tariff is to be governed by and construed in accordance with the rules and orders of the Commission and the laws of the State of Washington.

2.9 No Third Party Beneficiary

This Tariff does not create a beneficial interest for, or create any rights enforceable by, any persons other than Company or Customer.

2.10 Other Documents

References to other documents or instruments (including Commission or other governmentally issued statutes and rules) refer to such documents or instruments as amended from time to time.

2.11 Severability and Survival

Should any provision or portion of this Tariff be held by a governmental authority or court of law to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect. The following provisions of this Tariff will survive any termination of service: Section 2.3 (Limitation of Liability of the Company), Section 2.5 (Payment for Service) and any other provision that, by its terms or by any reasonable interpretation thereof, is intended to survive such service termination.

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WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE**3.1 General**

The Company provides telecommunications services for the benefit of Inmates in local, county and state Confinement Facilities throughout the United States including Washington, and those people with whom Inmates communicate. Service provided under this tariff is intrastate voice telecommunications service between points in the State of Washington. Originating points of service are generally limited to Inmate telephones owned or operated by the Company in Confinement Facilities and made available for the use of Inmates, but calls may originate from other points of service as set out therein.

Services within Confinement Facilities are provided on an automated basis through Inmate telephones, automated call processors and oversubscribed facilities of various telecommunications providers. These facilities include, but are not limited to, broadband access lines (e.g. T-1, DSL), MultiProtocol Label Switching (“MPLS”) equipment and services, Integrated Services Digital Network (“ISDN”), and payphone service provider access lines. The Company will choose appropriate facilities for the provision of its services based upon Confinement Facility requirements and the Company’s evaluation of cost, reliability, and network function.

Direct Billed Collect, Prepaid and Debit Call inmate telephone service consists of the provision of automated operator service by means of an Automated Call Processing System. To complete and arrange billing for calls, automated service is provided by means of a microprocessor which uses recorded voice prompts which prompt parties to the call through the process of completing the call. The microprocessor responds to the Called Party’s input of information by automatically processing and transmitting the information to establish a valid billing procedure for the call and to complete the call.

Consistent with applicable law governing the provision of telecommunications services to inmates in Confinement Facilities and restrictions based upon the provision of such services by Confinement Facilities, the Company’s inmate telecommunications services are provided as follows:

- 3.1.1 Only automated collect calls and authorized Prepaid Card calls or Debit Calls placed using funds from an Inmate’s Commissary or Inmate Trust Fund Account.
- 3.1.2 The automated voice prompts identify the Company, audibly and distinctly, to the Customer at the beginning of each call, and again before the Billed Party incurs any charge for the call.
- 3.1.3 The Inmate and/or the Called Party receiving the call can terminate the call at no charge before the call is accepted.
- 3.1.4 The Company shall disclose to the Customer, upon request and at no charge, a quote of its rates and charges for the call.
- 3.1.5 The Company shall post notices in each Confinement Facility where the Company provides service containing the Company’s contact information along with information on how the service is provided.

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WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)3.2 Timing of Calls

Charges begin once the Called Party accepts a collect call or when the prepaid call is accepted or answered. After the system verifies acceptance, timing begins.

There shall not be a charge for unanswered calls or non-accepted collect calls. Upon receiving reasonable and adequate notification from Customer of a billing error for any such call, and verifying such error, the Company or an authorized agent will issue a credit to the Customer in an amount equal to the charge for the call.

3.3 Monitoring and Recording of Inmate Calls

The Company installs and maintains call origination equipment (Inmate telephone service systems) with monitoring and recording capabilities in Confinement Facilities that request and contract for such equipment. The Company has a Monitoring and Recording policy that prohibits any employee from recording, listening to or disclosing the contents of telephone recordings except as authorized in accordance with all applicable state and federal laws, including Title III of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (the “Act”), 18 U.S.C.A. §2511 (c) and (d).

The Monitoring and Recording Policy provides the guidelines for law enforcement officials to monitor and record non-privileged Inmate conversations. It also provides guidelines for Company employees to respond to law enforcement investigations, analyze recordings for the purpose of quality control (voice and volume), and review recordings for the purpose of telephone fraud investigation.

Prior to recording any conversation, the Calling Party (the Inmate) and the Called Party are both notified that the call will be recorded and may be monitored. After the call is answered this notification is provided before and after the call is accepted. Calls between an Inmate and attorney are not recorded if the attorney provides his or her phone numbers to the Confinement Facility to block recording.

3.4 Rate Quotes

The Customer prior to accepting a collect call can receive a quote for the call by pressing a single digit. The Customer can also receive a rate quote by calling the Company’s toll free customer service number twenty-four hours a day or by visiting www.paytel.com.

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WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)3.5 Inmate Customers3.5.1 Prepaid Cards

Inmates may obtain Company Prepaid Cards (in various denominations) directly from the Confinement Facility. All monetary transactions involving Inmates take place between the Confinement Facility and the Inmate, and are under the direct and complete control of the Confinement Facility.

The Inmate obtains access to the Company's Prepaid Card Services by pressing a predetermined digit on the keypad to access the Company's toll-free platform. The Inmate must then input a valid Authorization Code to access an account. At the beginning of each call, the Inmate is informed of the remaining balance on the card. The Inmate then inputs the destination number. Network usage will be debited from the available funds on the card on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmate will be provided with an announcement when the account balance is one (1) minute prior to exhaustion. The Inmate can transfer a balance from one card to another card. Prepaid cards will expire twelve (12) months from date of initial use. The Called Party is provided the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming pre-paid call.

Following release from a Confinement Facility, a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve (12) months from date of initial use. A refund will be issued to the Customer within ten (10) to fifteen (15) business days from receipt of the Customer's card.

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SECTION 3 – DESCRIPTION OF SERVICE (continued)3.5.2 Debit Calls

When made available by the Confinement Facility, the Inmate may place debit calls using funds transferred from the Inmate's Trust Account. The Inmate selects the debit account option and inputs the destination number. At the beginning of the call the Inmate is informed of the remaining balance in the debit account. Network usage will be debited from the funds available in the debit account on a real time basis and in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Inmates will receive an announcement when the account balance is one minute prior to exhaustion.

The Called Party will receive the name of the Confinement Facility and the name of the Inmate calling prior to being offered the option to accept or refuse the incoming debit call.

At the time of release or transfer from a Confinement Facility, the debit account balance will be transferred to the Inmate's Trust Account for refund.

3.6 Non-Inmate Customers3.6.1 Validation, and Fraud Prevention Process

When an Inmate attempts to place a collect call to a prospective Customer, the Company will initiate a process whereby the prospective Customer is evaluated. This process is a necessary undertaking by the Company in order to protect the Company's ability to collect the charges for the services provided (and similarly limit and prevent unbillable revenues and bad debt), and to limit and prevent fraud.

Accordingly, the Company will validate its Customers' bill-to-number through available verification procedures and establish a maximum predetermined credit amount. Where the Customer's requested billing method cannot be validated, or a maximum credit amount cannot be established, the Company may refuse to provide service except through a Company Direct Bill and/or Prepaid Account as set out herein. Furthermore, the Company will use various methods to determine the likelihood of fraud associated with a particular Customer, and in the event the Company determines that such a likelihood exists, the Company may also refuse to provide service except on a Prepaid Account basis with payments only by money order, PayNearMe, Western Union® QuickCollect™, or MoneyGram®.

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SECTION 3 – DESCRIPTION OF SERVICE (continued)3.6.2 Billing Entity Conditions

When billing functions on behalf of the Company are performed by billing agents (i.e. credit card companies, or other), the payment of charge conditions, tariffs, regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply, including any applicable tax, applicable interest, and/or late payment charge conditions.

3.6.3 Third Party Payment Processors

The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge an undiscountable fee to the Customer for processing Customer payments. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include (but are not limited to) PayNearMe, Western Union® QuickCollect™, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor.

3.6.4 Direct Bill Account Program

The Direct Bill Account Program ("Program") is available to those Customers whose calls cannot be billed through their Alternative Local Telephone Service Provider. In addition, the Program is available to those Customers who accrue a threshold amount of charges billed through their Local Exchange Carrier within a thirty (30) to ninety (90) day period.

The Customer is provided a courtesy call to inform the Customer of the Company's Billing Limit for calls billed through the Local Exchange Carrier when total outstanding charges accrued within a thirty (30) day period reach \$50.00. Once the Customer has accrued \$75.00 or more of collect call charges within a ninety (90) day period, a second notification call is made to the Customer indicating placement in the Program. Billing treatment for Customers participating in the Program is as follows:

- A. To participate in the Direct Bill Program, the Customer must complete a credit application and receive a satisfactory credit score. The credit application can be taken over the phone or completed on the Company website.
- B. If the Customer receives a satisfactory credit score, all future billing will be by the Company directly to the Customer. The Company will obtain the address of the Customer and begin the billing process from the date the Customer is approved for the Direct Bill Program.
- C. With the first bill, the Customer is notified of the Billing Limit established by the Company's credit policies, and the Company's address and toll-free Customer Service telephone number. Information about the average cost of calls received from the Confinement Facility is also provided to assist the Customer in budgeting telecommunications expenses.

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

- D. Thereafter, Direct Bill Customers are invoiced monthly.
- E. If a Customer's bill exceeds the Billing Limit established by the Company, the Customer is notified and then the Customer's telephone number is blocked from receiving collect calls from Confinement Facilities served by the Company until payment on the account is received.
- F. Direct Bill Customers are invoiced monthly, and the outstanding balance is due and payable upon receipt. To avoid any interruption in service, the outstanding balance must be paid within thirty (30) days from the date of the invoice. A late payment fee of one and one-half percent (1½%) per month (18% per annum) or the amount designated by statute, if any (whichever is less), may be applied by the Company to its Customers' invoiced amounts if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date.

3.6.5 Prepaid Account Program

The Prepaid Account Program ("Program") is available to all Customers.

- A. The Customer establishes a Prepaid Account with the Company by making a pre-payment using one of the payment methods offered by the Company. Payments can be made over the phone or on the web via credit card, or debit or check card. The Customer's account number is the ten digit phone number where he or she wishes to receive calls. The Customer will also create a six digit Personal Identification Number or PIN to use in accessing his or her account information in the future.
- B. Upon receiving a call, the Customer is informed the call is from an Inmate, and the Customer has the option to accept or decline the incoming call. All security measures associated with an Inmate collect call, as implemented by the Company and the Confinement Facility, will apply.
- C. Customers using this pre-payment option will be sent a statement not less than once per month listing their call activity, charges, call discounts (if any), and notifying them of their remaining balance. The Customer can contact the Company's customer service toll-free number or visit the Company's website to obtain account balances information twenty-four hours a day.
- D. If the Customer's entire account balance is used, the Customer is notified and then the Customer's telephone number is blocked from receiving collect calls from the Confinement Facility served by the company until payment on the account is received. Customers may send the Company additional funds using a check or money order to receive more calls, or authorize payment of additional funds via credit card, check/debit card, PayNearMe, MoneyGram®, or Western Union® QuickCollect™.

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

- E. The account remains open until one of the following events occurs: 1) the balance is depleted; 2) the Customer requests that the account be terminated; or 3) the balance is transferred to a Company Prepaid Phone Card and the card is mailed to the Customer.
- F. Refunds - Customers may request a refund of unused funds by sending a written request to cancel their account to the Company via email at refunds@paytel.com, fax at 1-800-776-8423, or U.S. mail. The Company will endeavor to refund such monies, provided that no past due charges are owed by the Customer to the Company, within ten (10) to fifteen (15) business days from the receipt of the Customer's request. There is no charge for issuing a refund.
- G. All unused funds of the Customer will be maintained by the Company in conformance with the Revised Code of Washington Title 63, Chapter 63.29.

3.6.6 Inactive Prepaid Account Policy¹

- A. Obligations of Customer The Customer agrees to notify the Company of changes in the customer's contact information, including email address, phone number, and mailing address. In particular, Customer agrees to notify the Company if Customer no longer subscribes to the telephone number upon which Customer's Prepaid Account is based. Customer understands and acknowledges that if Customer does not inform the Company of changes to Customer's contact information, the Company may be unable to locate the Customer and notify the Customer of account status or changes.
- B. Account Notification In the event that Customers' Prepaid Account has no activity for a period of not less than three (3) months, the Company will inform the Customer of the account status and provide directions on how to access account information.
- C. Balance Transfer In the event that Customer's Prepaid Account has been inactive for a period of not less than six (6) months, and the Customer has not requested a refund, the Company may classify the account as inactive and transfer any Prepaid Account balance in excess of \$3.00 to a Company Prepaid Phone Card and issue the Card to Customer. The Company will only issue Prepaid Phone Cards to those Prepaid Account Customers who meet the criteria described herein, and the Company will not make Prepaid Phone Cards available to any other customer or person, or under any other circumstance than that specifically described in this tariff.

¹Pay Tel Communications, Inc. has a patent pending on the process designed to handle Inactive Prepaid Accounts.

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SECTION 3 – DESCRIPTION OF SERVICE (continued)

This action is necessary to protect the balance of the Customer's funds. Upon account opening, a Customer's account is identified by and associated with the ten-digit phone number then in use by the Customer. If at some point the Customer no longer subscribes to that particular telephone number, then the number in question typically is assigned to another telephone subscriber. That new telephone subscriber may attempt to open an account with the Company using the telephone number formerly used by the Customer. To protect the Customer's funds and avoid confusion in the event a new subscriber attempts to open an account with the Company using the same telephone number, the Company will transfer the Customer's funds to a Prepaid Phone Card identified by the Customer's original phone number preceded by two digits. This transfer will maintain the Customer's account balance with the customer's name, address and Personal Identification Number ("PIN") created when the account was opened. The Company will issue the Prepaid Phone Card to the Customer in the manner the Company determines to be the most effective and efficient, (via U.S. Postal mail or email).

- D. Prepaid Phone Card for Inactive Prepaid Account Customers - The Customer can use the Prepaid Phone Card to make calls from any telephone, transfer the balance to an existing active Prepaid Account or to open a new Prepaid Account with the Company. The call restrictions applicable to calls made from Confinement Facilities set out in Section 2.2 hereof are not applicable to the Prepaid Phone Card calls described in this Section 3.6.8. Network usage will be debited from the funds available on the Prepaid Phone Card on a real time basis in full minute increments as the call progresses. Call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.
- E. Refund - The Customer may, at any time, transfer the available balance on the Prepaid Phone Card to an existing active Prepaid Account, open a new Prepaid Account with the Company or obtain a refund of any remaining balance by mailing the Prepaid Phone Card to the Company at the address printed on the Card. In the event the Customer does not receive the Prepaid Phone Card from the Company or otherwise does not possess the Card and contacts the Company for the purposes of obtaining a refund, the Company will refund the Customer's funds provided the Customer can show proof of identity. A monthly card maintenance fee will be applied to any card balance existing more than twelve (12) months after the card has been issued. The Company may waive the monthly card maintenance fee in appropriate circumstances.

WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 3 – DESCRIPTION OF SERVICE (continued)

F. Proof of Identity The Company cannot discuss any account information with a Customer unless the customer has previously established a Personal Identification Number (PIN) for security purposes. When a Customer first contacts the Company, the customer is provided instructions via the company automated phone system or website on how to create a personal six-digit PIN. When a Customer speaks with a Customer Service Representative, the PIN must be confirmed to verify the identity of the Customer before personal account information is discussed. The PIN requirement is a federal requirement to protect the Customer's personal information.

To use a Company Prepaid phone Card, the Customer must provide the PIN originally created by the Customer when the Prepaid Account was established.

G. If the PIN is Forgotten If the Customer forgets their PIN, they have two choices: 1) create a new PIN using website; or 2) create a new PIN with Proof of Identity.

1. Create a New PIN using Website: If the Customer's account was established on Pay Tel's website and the Customer provided an answer to a Security Question, the Customer can visit www.paytelinactiveaccount.com and follow the "Forgot Your Pin" instructions on the Customer Log-In page. When the requested information is provided, the Customer will then be able to enter a new PIN.
2. Create a New PIN with Proof of Identity: If the Customer forgets their PIN and the account was not set up on the Company website, a new PIN will need to be created with proof of identity. To create a new PIN, the Customer must fax or mail a copy of their driver's license and a copy of their most recent telephone bill showing they are the responsible party for the telephone account. Also, the Customer must include with the fax or mailed copy a new six-digit PIN they wish to use.

Fax No. 1-800-776-8423 or mail to: Pay Tel Communications, Inc., PO Box 19290, Greensboro, NC 27419.

3.6.7 Single Call Option – Just1Call™

Called parties who wish to pay for a single call rather than establish a Prepaid or Direct Billed account, may do so through Pay Tel's automated phone process using a credit or debit card. Such calls will be charged based on the rate option selected by the Confinement Facility and will not exceed the rates for the appropriate type of call as listed in Section 4.1.4. In addition, an Automated Phone Payment processing fee will apply as referenced in 4.9.4.

WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES4.1 Intra-State Call Rates.

This Section 4.1 applies to all Company intrastate calls in Washington. The Company provides all of its services via individual contracts with Confinement Facilities or other applicable governmental entities. As such, these contracts may dictate the rate selection from the options shown below and rates dictated may be less than or equal to (but not higher than) the rates set out herein.

4.1.1 Computation of Charges

The total charges for each call consist of one element: a Measured Charge dependent on the duration of the call. The Measured Charge element is specified as a rate per minute which is applied to each minute, with fractional minutes rounded up to the nearest one (1) full minute. Taxes and governmental fees and assessments are in addition to these charges for all calls consistent with Section 2.4.

4.1.2 Jurisdiction of Calls

The determination of whether a call is local, intraLATA, interLATA or interstate shall be determined based upon the originating number of the calling party at the Confinement Facility and the number of the called party to which a call is ultimately terminated.

4.1.3 Chargeable Times

Chargeable time begins when a Called Party accepts the charges by positive acceptance through pressing the number “3” on a touch-tone phone. In the absence of acceptance, calls will be terminated and no charges incurred. Chargeable time ends when either the Calling Party or Called Party hangs up or when the call is released by the automatic timing equipment in the telephone.

WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)

4.1.4 Current Rates:

4.1.4.1 Rate Option 1 - The following rates apply to calls originated by Inmates located in Confinement Facilities that have selected this rate option.

Collect/Direct Billed Calls

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.25 per Minute

Prepaid Account Calls

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.25 per Minute

Prepaid Card Calls for Inmate Customers

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.25 per Minute

Debit Account Calls for Inmate Customers

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.25 per Minute

4.1.4.2 Rate Option 2 - The following rates apply to calls originated by Inmates located in Confinement Facilities that have selected this rate option.

Collect/Direct Billed Calls

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.45 per Minute

Prepaid Account Calls

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.45 per Minute

Prepaid Card Calls for Inmate Customers

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.45 per Minute

Debit Account Calls for Inmate Customers

A:	Local Calls:	\$.25 per Minute
B:	IntraLATA and InterLATA Intrastate Calls:	\$.45 per Minute

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SECTION 4 – RATES AND CHARGES (continued)

4.1.5 Taxes and Fees

All state and local taxes and any fee imposed by a government entity are separate and apart from the above charges and are listed as separate line items on the Customer's bill, as provided in Section 2.4 above.

4.1.6 Late Payment Fee

A late payment fee of one and one-half percent (1½%) per month (18% per annum) or the amount designated by statute, if any (whichever is less), may be applied by the Company to its Customer's invoiced amounts, if an outstanding invoice for services has not been paid in full thirty (30) days from the invoice date.

4.2 Prepaid Card Calls for Inmate Customers

Prepaid Card calls from within Confinement Facilities, as described in Section 3.5.1 hereof, are charged based on the rate option selected by the Confinement Facility and will not exceed the rates for the appropriate type of call as listed in Section 4.14.

To make use of all funds on a Prepaid Card, the inmate can transfer the remaining balance on a card to a new card.

Following release from a Confinement Facility a refund can be requested by sending the card to the Company at the address printed on the card. Refund requests must be submitted to the Company within twelve (12) months from date of initial use.

4.3 Debit Calls

Debit calls from within Confinement Facilities, as described in Section 3.5.2 hereof, are charged based on the rate option selected by the Confinement Facility and will not exceed the rates for the appropriate type of call as listed in Section 4.14.

At the time of release or transfer from a Confinement Facility, the debit account balance will be transferred to the Inmate's Trust Account for refund via established Confinement Facility procedures.

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SECTION 4 – RATES AND CHARGES (continued)4.4 Direct Bill Account Program

Direct Bill calls from within Confinement Facilities, as described in Section 3.6.4 hereof, are charged based on the rate option selected by the Confinement Facility and will not exceed the rates for the appropriate type of call as listed in Section 4.1.4

4.5 Prepaid Account Program4.5.1 Prepaid Account Calls

Direct Bill calls from within Confinement Facilities, as described in Section 3.6.5 hereof, are charged based on the rate option selected by the Confinement Facility and will not exceed the rates for the appropriate type of call as listed in Section 4.1.4.

See Section 3.6.5 F for information on how to request a refund.

4.5.2 Prepaid Phone Card Calls for Inactive Prepaid Account Customers

Prepaid Phone Card calls will be billed at the per-minute rate set out below for all calls. These rates are not subject to discount. When the Prepaid Phone Card is used to place a call from a payphone, there will be an additional payphone surcharge of \$.75 per call. A monthly card maintenance fee will be applied to any card balance existing more than twelve (12) months after the card has been issued. The Company may waive the monthly card maintenance fee in appropriate circumstances.

Domestic Rates – Intra-State and Inter-State

Rate per Minute \$.10

International call rates are billed at a higher rate and are available upon request by calling the Customer Support 800 number printed on the card.

4.6 Single Call Option – Just1Call™

Called parties who wish to pay for a single call rather than establish a Prepaid or Direct Billed account, may do as further described in Section 3.6.7 of this Informational Tariff. Such calls will be charged based on the rate option selected by the Confinement Facility and will not exceed the rates for the appropriate type of call as listed in Section 4.1.4. In addition, an Automated Phone Payment processing fee will apply as referenced in 4.9.5.

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SECTION 4 – RATES AND CHARGES (continued)4.7 Miscellaneous Charges4.6.1 Prepaid Phone Card Maintenance Fee for Inactive Prepaid Account Customers

A monthly charge will be applied to any Prepaid Phone Card balance that exists more than twelve (12) months after the Prepaid Phone Card has been issued to the Customer.

Maximum Monthly Card Maintenance Fee: \$1.00

4.8 Customer Account Charges4.8.1 Payment by Check or Money Order through the Mail

No additional fees will be charged to a Customer each time the Customer chooses to make a timely payment with a check or money order through the mail for an account with the Company.

Maximum Charge for Payment by Check or Money Order: NO CHARGE

4.8.2 Account Statement Charge

No additional fee will be charged to a Customer each time the Customer receives an account statement from the Company.

Maximum Charge for Account Statements: NO CHARGE

4.8.3 Refund Charge

No additional fee will be charged to a Customer when a refund of his or her account balance is requested.

Maximum Charge for Refund: NO CHARGE

WASHINGTON INMATE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES AND CHARGES (continued)4.9 Third Party Payment Processors

The Company has established multiple payment options for Customers who choose to open an account directly with the Company. These payment options are provided by Third Party Service Providers that charge a non-discountable fee to the Customer for processing Customer payments. This fee is added to the Customer's payment amount by the Third Party Payment Processor, collected when the Customer makes payment, and paid to the Third Party Payment Processor. These Third Party Payment Processors include (but are not limited to) PayNearMe, Western Union QuickCollect, MoneyGram®, a Phone Payment Processor, and a Website Online Payment Processor. As a courtesy, each of the following fees are disclosed on the Company website www.paytel.com.

4.9.1 PayNearMe Payment Processing Fee

A non-discountable fee will be charged to a Customer by PayNearMe each time the Customer chooses to make a payment through a PayNearMe merchant location for an account with the Company.

4.9.2 Western Union® QuickCollect Payment Processing Fee

A non-discountable fee will be charged to a Customer by Western Union® each time the Customer chooses to make a payment through Western Union® for an account with the Company.

4.9.3 MoneyGram® Payment Processing Fee

A non-discountable fee will be charged to a Customer by MoneyGram® each time the Customer chooses to make a payment through MoneyGram® for an account with the Company.

4.9.4 Website Online Payment Processing Fee

A non-discountable fee will be charged to a Customer by the Third Party Website Online Payment Processor each time the Customer chooses to make a payment using a credit card or debit or check card online for an account with the Company.

4.9.5 Automated Phone Payment Processing Fee

A non-discountable fee will be charged to a Customer by the Third Party Phone Payment Processor each time the Customer chooses to make a payment using a credit card or debit or check card over the phone for an account with the Company. This fee also applies (in addition to the per minute rate) when the called party elects to pay for a single call rather than set up an account using the Just1Call™ option described in Section 4.6 above.

4.9.6 Live Agent Phone Payment Processing Fee

A non-discountable fee will be charged to a Customer by the Third Party Phone Payment Processor each time the Customer chooses to make a payment using a credit card or debit or check card over the phone with the assistance of a live agent representative for an account with the Company.

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