

Mark Connors

From: Rankine, Darrel [darrel.rankine@cwca.cwplc.com]
Sent: 15 September 2008 16:04
To: Mark Connors
Cc: Adam, Timothy; Tibbetts, Ian; Vandendries, Frans; Woollard, Jayne; David Archbold; David Laliberte; Jasper Mikkelsen
Subject: RE: NetSpeak Service Revisions
Attachments: Item GT 406 - International Direct Dial Calls - NetSpeak - Original - 08_07_18.doc; Item GT 205 - Public Switched Network Access - NetSpeak Domestic - Original - 08_07_18.doc

Mark,

Please find below responses to your questions. Also attached are the renumbered Tariff Items 205 and 406.

C&W apologises for the tardiness in providing the responses.

Regards,

Darrel

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From: Mark Connors [mailto:mark.connors@icta.ky]
Sent: Thursday, August 14, 2008 10:32 AM
To: Ebanks, Rudy
Cc: Adam, Timothy; Tibbetts, Ian; Vandendries, Frans; Rankine, Darrel; Woollard, Jayne; David Archbold; David Laliberte; Jasper Mikkelsen
Subject: RE: NetSpeak Service Revisions

Rudy

Please provide responses to the following questions relating to C&W's 18 July 2008 NetSpeak service filing.

2008 10 27

Q 1. Identify whether a customer who subscribes to proposed Item 405 NetSpeak and does not subscribe to proposed Item 204 NetSpeak Domestic can receive domestic originated calls on the NetSpeak service.

It was intended that a customer who subscribes to proposed Item 405 NetSpeak and does not subscribe to proposed Item 204 NetSpeak Domestic would be able to receive domestic-originated calls on the NetSpeak service. The customer would be assigned a telephone number from the 345-940 Central Office Code, so that they could receive calls from anywhere in the world. However, neither the customer receiving a call nor the carrier terminating a call has control over where that call originates, and in this case it could originate in the Cayman Islands. Further, according to paragraph 4.b of Annex 5 of our Licence, the Category 1 service associated with the Item 204 NetSpeak Domestic Service is "Domestic Calling", i.e. clearly an originating service. The receipt of calls from anywhere in the world is not "Domestic Calling", even though some of those calls could originate in the Cayman Islands.

Q 2. Indicate if there are any restrictions on the call forwarding features of proposed Item 405 NetSpeak (such as Call Forwarding, Service Interruption Forwarding, or Reach Me) that would prevent a customer who subscribes to proposed Item 405 and does not subscribe to proposed Item 204 from forwarding calls to a domestic number.

Yes. A customer who subscribes to proposed Item 405 and does not subscribe to proposed Item 204 will not be able to forward calls to a domestic number.

Q 3. Identify whether a customer who subscribes to proposed Item 405 NetSpeak and does not subscribe to proposed Item 204 NetSpeak Domestic can originate 411 calls on the NetSpeak Service

A customer who subscribes to proposed Item 405 and does not subscribe to proposed Item 204 will not be able to originate 411 calls on the NetSpeak service.

Q 4. My records show that Item 405 and pages 4.14 to 4.18 are currently being used for the Simplicity Service. The 18 July 2008 NetSpeak service filing reuses that item number and those page numbers for the new proposed NetSpeak international service. Please identify if this is an error in assigning Item and page numbers or if C&W's intention is to replace the current Item 405 Simplicity Service with the proposed Item 405 NetSpeak service.

This is an error in assigning Item and page numbers. Our intention was to start at the next available item number and page number. It is not C&W's intention to replace the current Item 405 Simplicity Service with the proposed Item 405 NetSpeak Service. We apologize for the confusion this has caused. Please find attached the new Item 406 and page numbering. Other than references to tariff item within the same document (eg. 405.4 replaced with 406.4), the contents remain unchanged.

Q 5. My records show that Item 204 and pages 2.12 to 2.13 are currently being used for the Simplicity National Service. The 18 July 2008 NetSpeak service filing reuses that item number and those page numbers for the new proposed NetSpeak Domestic service. Please identify if this is an error in assigning Item and page numbers or if C&W's intention is to replace the current Item 204 Simplicity National Service with the proposed Item 204 NetSpeak Domestic service.

This is an error in assigning Item and page numbers. Our intention was to start at the next available item number and page number. It is not C&W's intention to replace the current Item 204 Simplicity National Service with the proposed Item 204 NetSpeak Domestic Service. We apologize for the confusion this has caused. Please find attached the new Item 205 and page numbering. Other than references to tariff item within the same document (eg. 204.4 replaced with 205.4), the contents remain unchanged.

Thanks

....mark

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Cable & Wireless Cayman

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Registered office: 3rd Floor, 26 Red Lion Square, London, WC1R 4HQ

PART D INTERNATIONAL DIRECT DIAL CALLS - continued

Item 406 NetSpeak

1. Service Description

- 1) This Item is subject to the terms and conditions of Part A and Item 600 of this Tariff.
- 2) NetSpeak provides the ability to place voice calls from the Cayman Islands to any international destination using a Terminal Adapter and any High-Speed Internet Access service.
- 3) Customers must purchase the Basic Service. Additional service options are available at additional charges.
- 4) NetSpeak is subject to a Set-Up Fee and a Monthly Charge. Rates and Charges are set out in sub-item 406.7.
- 5) Initial Term: One year.

2. Definitions

“DID” means, for the purposes of this Tariff Item 406, Direct Inward Dialling.

“High-Speed Internet Access” means an Internet access service, provided by C&W or another service provider, providing Bandwidth of 128 kbps or higher.

“NetSpeak Softphone” is software that enables a suitably-equipped personal or laptop computer to perform the functions of a Terminal Adapter.

“Terminal Adapter” means an item of Equipment that converts voice calls into IP packets at the Customer’s premises for transmission over the Internet.

3. Terms and Conditions

- 1) The Customer is responsible for providing the necessary High-Speed Internet Access service to use NetSpeak Service. Each NetSpeak

PART D INTERNATIONAL DIRECT DIAL CALLS - continued

Item 406 NetSpeak - continued

Service requires a minimum Bandwidth of 128 kbps (however, a minimum Bandwidth of 256 kbps is recommended). C&W does not provide High-Speed Internet Access services under this Tariff Item 406.

- 2) NetSpeak Service is only available to Residential Customers.
- 3) All calls are billed on a per-second basis, unless otherwise indicated below. Rates apply twenty-four (24) hours per day, seven days a week.
- 4) NetSpeak Service is not eligible for PSTN Telephone Service discounts provided pursuant to the C&W General Tariff, such as SmartChoice (Item 801), SmartChoice Plus (Item 802), 1010269 (Item 403) and 1010335 (Item 404) services.
- 5) The Customer will be unable to make or receive calls using NetSpeak if:
 - the Customer's High-Speed Internet Access service is down, or
 - electrical power to the Customer's Terminal Adapter has been interrupted.
- 6) The Customer acknowledges that C&W will route "911" emergency calls to the Emergency Communications Centre in the Cayman Islands only, and that C&W will provide to the Emergency Communications Centre the Customer's Telephone Number and the Customer's physical service location on file. The Customer advises C&W of this location at the time of subscription, and updates it as necessary in writing from time to time. The Customer acknowledges that the Emergency Communications Centre will not have accurate information available if the Customer should change the location of the Terminal Adapter without advising C&W. If the Customer should need to dial "911", the Customer agrees to assist emergency personnel by stating the nature of the emergency promptly and clearly, including the Customer's location and telephone number.

PART D INTERNATIONAL DIRECT DIAL CALLS - continued

Item 406 NetSpeak - continued

Term and Termination

- 7) The Initial Term of NetSpeak Service will start on the Service Start Date and will continue for a period of one year.
- 8) C&W shall notify the Customer of the Service Start Date. Any Customer Apparatus not installed, operational or otherwise available by the Service Start Date shall not be grounds for the Customer not paying applicable Charges.
- 9) After the expiration of the Initial Term, NetSpeak Service will automatically renew for successive 30-day periods at C&W's then current monthly rates, unless the Customer provides C&W not less than 30 days prior written notice that it does not wish to renew, or unless the Customer chooses to enter into a new Initial Term.
- 10) The Customer may terminate NetSpeak Service at any time before the Service Start Date. The Customer shall be responsible for any costs incurred by C&W in reference to the Customer's request for service.
- 11) The Customer may terminate NetSpeak Service at any time during the Initial Term on thirty (30) days' prior written notice. The Customer will pay the early termination fee set out in the table below. This fee will not apply if:
 - i. the Customer terminates the Service due to C&W being in default hereunder or
 - ii. C&W terminates the Service due to any reason other than the Customer being in default hereunder.

- 12) The applicable early termination fees are as follows:

Term	Termination Terms
1 Year	\$125

Equipment and Apparatus

- 13) NetSpeak Service requires the use of a Terminal Adapter.

PART D INTERNATIONAL DIRECT DIAL CALLS - continued

Item 406 NetSpeak - continued

- 13.1) A Terminal Adapter is initially provided to the Customer when he or she subscribes to NetSpeak.
- 13.2) The Customer may also install NetSpeak Softphone software on his or her personal or laptop computer, which will then function as a Terminal Adapter. NetSpeak Softphone is available free of charge to all NetSpeak Customers
- 13.3) C&W does not provide NetSpeak Service through NetSpeak Softphone alone.
- 14) Customers must use an ADSL, cable or other High-Speed Internet Access modem with an Ethernet port. The Terminal Adapter is not compatible with USB connections.
- 15) The Terminal Adapter is the Customer's property, and the Customer must keep it safe and in good condition. Any loss of, or damage to, the Terminal Adapter is at the Customer's risk, and the Customer must pay a replacement fee of \$89.95 for lost or damaged Terminal Adapters. C&W will not replace lost or damaged personal or laptop computers on which NetSpeak Softphone had been installed.
- 16) C&W does not warrant an item of Equipment in any manner. C&W will however, transfer to the Customer (to the extent permitted by an Equipment supplier) any warranty period provided by such supplier, with C&W retaining the authority to exercise the Customer's right thereunder.
- 17) The Customer is responsible for the installation and configuration of the Terminal Adapter and Software at the Service Address.

Additional Rights and Obligations

- 18) The quality of NetSpeak Service depends in part on the quality of the High-Speed Internet Access service provided by the Customer, and C&W cannot guarantee fault-free performance.

PART D INTERNATIONAL DIRECT DIAL CALLS - continued

Item 406 NetSpeak - continued

- 19) The Monthly Charges are payable even if the Customer does not use the service during a month or part of a month. NetSpeak Service may not be suspended by the Customer at any time.
- 20) NetSpeak Service is offered on a post-paid basis only.
- 21) The Customer agrees not to use NetSpeak for business or non-residential purposes, including but not limited to autodialing, continuous or extensive call forwarding, continuous connectivity, fax broadcasting, fax blasting, telemarketing, automatic dialling, call centres or Internet cafés.
- 22) C&W reserves the right to immediately suspend or terminate the NetSpeak Services of any Customer, if C&W determines, in its sole discretion, that the Customer is not using the Services for the Customer's personal or residential use.

4. Basic Service

- 1) NetSpeak Basic Service provides the ability to place voice calls to Overseas telephone numbers for a Monthly Charge. Customers may chose one of the following NetSpeak Basic Service Plans, which may be combined:
 - a. The US/Canada Basic Plan includes unlimited calls to U.S. and Canadian telephone numbers;
 - b. [reserved for future use].
- 2) NetSpeak Basic Service includes unlimited calls at no charge to U.S. and Canadian toll free numbers (numbers starting with 1-800, 1-888, 1-877, 1-866 or 1-855) as well as to calls to numbers starting with 1-800-744.
- 3) NetSpeak Basic Service includes a Telephone Number used as a DID.
- 4) Calls dialled to "911" are routed to Emergency Services in the Cayman Islands free of charge to the Customer.
- 5) Rates and Charges are set out in Item 406.7 below.

PART D INTERNATIONAL DIRECT DIAL CALLS - continued**Item 406 NetSpeak - continued****5. Features**

- 1) NetSpeak service includes the following features free of charge:
 - a. Call Waiting
 - b. Caller ID
 - c. Call Return
 - d. Redial
 - e. Three-Way Calling
 - f. Call Blocking
 - g. Language selection
 - h. Call Forwarding
 - i. Service Interruption Forwarding
 - j. Reach Me
 - k. Access to Voicemail
 - l. Softphone

Feature	Description
Call Waiting	Accept an incoming call while you are already on a phone call by placing the first call on hold and connecting to the other caller.
Caller Id	View the telephone number of the person who is calling you before you pick up the telephone. plus, choose when you want to display your identity to those you are calling.
Call Return	Call the telephone number of your last incoming call without having to dial the number manually.
Redial	Connect with the last person you called -- even if the line was busy or if your call was unanswered.
3-Way Calling	Add a third person to an existing phone call so you can speak with two people simultaneously.
Call Blocking	Determine the calls you receive by assigning telephone numbers to an "accept" or "reject" list and block anonymous calls.
Language Selection	Indicate your language preference for the NetSpeak prompts and instructions that are played to you on the phone.

PART D INTERNATIONAL DIRECT DIAL CALLS - continued

Item 406 NetSpeak - continued

Feature	Description
Call Forwarding	Forward all or select incoming calls to the telephone number of your choice (such as your home phone, cell phone, or office) or to voicemail.
Service Interruption Forwarding	Automatically forward all incoming calls to the telephone number of your choice (such as your home phone, cell phone, or office) or to voice mail if service to your Terminal Adaptor is interrupted (such as in a loss of Internet connection or electrical power failure).
Reach Me	Specify a list of phone numbers where you can be reached. Incoming calls to your NetSpeak number will be forwarded to each Reach Me phone number, either sequentially or simultaneously, until you answer the call, or the call is answered by Voicemail
Voicemail	Allow callers to record voice messages when you are unavailable to answer their calls and then listen to the messages at a later time from any phone or your computer.
Softphone	allows a Customer to make calls on their Account through their computer, i.e. without using a separate Terminal Adapter

- 2) Customers may access the Voicemail service by
 - a. dialing 123 from their NetSpeak phone and 345-940-0269 from any handsets.
 - b. accessing their Account on the Internet via C&W's website at www.candw.ky, or
 - c. via links on an e-mail message.
- 3) Calls to the Voicemail platform, and the other means of accessing voicemail messages, are free of charge.
- 4) Calls forwarded using the Call Forwarding or Service Interruption Forwarding features will incur the usage charge applicable to regular calls to the destination number chosen. Calls answered by a Reach Me number will incur the usage charge applicable to regular calls to the Reach Me number, as if the call had been forwarded to the Reach Me number. See sub-item 406.7 for applicable usage charges.

PART D INTERNATIONAL DIRECT DIAL CALLS - continued

Item 406 NetSpeak - continued

- 5) Customers may access information on their Account on the Internet via C&W's website at www.candw.ky.
- 6) A Customer may download, free of charge, NetSpeak Softphone software and install it to a suitably-equipped personal or laptop computer (requires sound card and speaker and microphone accessories). Calls may not be made simultaneously via both a Terminal Adapter and a computer equipped with NetSpeak Softphone, unless the Customer has subscribed to a second NetSpeak plan on their Terminal Adapter.

6. Optional Packages and Services

- 1) Customers may add the following packages to their Basic Service, for the additional Rates and Charges set out in Item 406.7 below:
 - a. Unlimited Calling Package to UK and Western Europe fixed networks
 - b. 100 Minute Package to C&W Caribbean fixed networks
 - c. 100 Minute Package of U.S. and Canada Incoming Tollfree Service
 - d. 100 Minute package of U.K. Incoming Tollfree Service
 - e. Additional domestic DID Telephone Number
 - f. Additional Overseas DID telephone number
- 2) The Customer may add an Optional Package or Service at any time free of Set-Up Fees or other Service package change fees. No cancellation Charges apply to Optional Packages or Services when the Customer discontinues one.
- 3) U.S. and Canada Incoming Tollfree Service allows a Customer to provide to friends and family in those countries a North American Tollfree telephone number, permitting them to call the Customer without charges incurred by the calling party. The NetSpeak Customer who receives the call is charged for the call.
- 4) U.K. Incoming Tollfree Service allows a Customer to provide to friends and family in those countries a U.K. Tollfree telephone number, permitting them to call the Customer without charges

PART D INTERNATIONAL DIRECT DIAL CALLS - continued**Item 406 NetSpeak - continued**

incurred by the calling party. The NetSpeak Customer who receives the call is charged for the call.

- 5) Separate Monthly Charges apply to each North American or U.K. Tollfree telephone number provided.
- 6) The Additional Overseas DID Service allows the Customer to receive calls to one or more additional U.S., Canadian, Australian, Swiss, New Zealand, Irish or U.K. telephone numbers, terminating on the same Terminal Adapter. The Calling Party calling the NetSpeak Customer will incur his or her usual charges for calls to those numbers.
- 7) A Customer may add a second NetSpeak plan, with a second Telephone Number, on the same Terminal Adaptor. A maximum of two Telephone Numbers from the Cayman Islands are permitted per Terminal Adapter.

7. Rates and Charges

The following rates and Charges apply.

NetSpeak	Set-Up Fee	Monthly Charge
Basic Service	\$39.95	\$39.95

Notes:

- (a) Charges for High-Speed Internet Access are in addition to these Charges.

PART D INTERNATIONAL DIRECT DIAL CALLS - continued
Item 406 NetSpeak - continued

Optional Packages	Set-Up Fee	Monthly Charge
C&W Caribbean Fixed Line (up to 100 minutes)	N/A	\$15.95
UK & Western Europe Fixed Line (unlimited)	N/A	\$15.95
U.S. and Canada Tollfree (up to 100 incoming minutes)	N/A	\$19.95
U.K. Tollfree (up to 100 incoming minutes)	N/A	\$19.95
Additional DID	N/A	\$5.95

Notes:

- (a) C&W Caribbean means the following countries: Anguilla, Antigua and Barbuda, Barbados, British Virgin Islands, Dominica, Grenada, Jamaica, Montserrat, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Trinidad and Tobago, Turks and Caicos Islands.
- (b) Western Europe means the following countries: Austria, Azores, Belgium, Canary Islands, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Greece, Greenland, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, Turkey, and the Vatican.
- (c) Out of Plan calls are subject to the usage charges below.

For convenience, C&W has combined the Basic Plan and the US and Canada and the UK and Western Europe Optional Packages into the “Combined Plans” and rates shown below.

Combined Plans	Setup Fee	Plan Charge (per month)
NetSpeak Basic Plan Unlimited calling to US and Canada	\$39.95	\$39.95
NetSpeak Plan A Unlimited calling to US and Canada Unlimited to UK and Western Europe (fixed line only)	\$39.95	\$55.90
NetSpeak Plan B Unlimited calling to US and Canada 100 minutes to C&W Caribbean islands (fixed line only)	\$39.95	\$55.90

Issued Date:18 July, 2008
Effective Date:TBD

PROPOSED TARIFF PAGES

ORIGINAL

PART D INTERNATIONAL DIRECT DIAL CALLS - continued
Item 406 NetSpeak - continued

Combined Plans	Setup Fee	Plan Charge (per month)
NetSpeak Plan C Unlimited calling to US and Canada Unlimited to UK and Western Europe (fixed line only) 100 minutes to C&W Caribbean islands (fixed line only)	\$39.95	\$71.85

Usage for Outgoing Calls to:	Per-Minute Charge
U.S. and Canada	Included
Jamaica and Turks & Caicos Islands	\$0.16
Rest of Caribbean and Bahamas (except Cuba)	\$0.19
Cuba	\$0.80
UK and Ireland	\$0.12
Fixed Service Providers in Continental Europe	\$0.16
Mobile Service Providers in the U.K. and Continental Europe	\$0.20
Rest of World	\$0.20

Notes:

- (a) Continental Europe means the following countries: Austria, Azores, Belgium, Canary Islands, Cyprus, Denmark, Finland, France, Germany, Gibraltar, Greece, Greenland, Iceland, Italy, Liechtenstein, Luxembourg, Malta, Netherlands, Norway, Portugal, San Marino, Spain, Sweden, Switzerland, Turkey, and the Vatican.
- (b) The above rates apply to IDD and Paid 800 calls.
- (c) The above charges apply to calls made outside of the Customer's calling plan.

Usage for Incoming Tollfree Calls from:	Per-Minute Charge
United States and Canada	\$0.12
United Kingdom	\$0.12

PART D INTERNATIONAL DIRECT DIAL CALLS - continued**Item 406 NetSpeak - continued**Notes:

- (a) Usage Charges for Incoming Tollfree Calls from the United States and Canada, or from the UK, only apply where the Customer has selected one or more Incoming Tollfree Services optional packages and the minutes used exceed the minutes included in the optional package. .

Charges for Calls to:	Charge
611	Free
811	Free
911	Free

Notes:

- (a) .

PART B PUBLIC SWITCHED NETWORK ACCESS - continued

Item 205 NetSpeak Domestic

1. Service Description

- 1) This Item is subject to the terms and conditions of Part A of this Tariff.
- 2) NetSpeak Domestic provides the ability to place voice calls to any Telephone Number in the Cayman Islands.
- 3) Customers must subscribe to NetSpeak Service in order to be eligible to subscribe to NetSpeak Domestic Service.
- 4) Rates and Charges are set out in sub-Item 205.4.

2. Definitions

[Reserved for future use]

3. Terms and Conditions

- 1) NetSpeak Domestic Service is only available to Customers who have subscribed to NetSpeak Service.
- 2) The Customer may terminate NetSpeak Domestic Service at any time on thirty (30) days' prior written notice.
- 3) NetSpeak Domestic Service includes the ability to call domestic toll free numbers (numbers starting with 1-800-534).
- 4) NetSpeak Domestic Service includes one free listing in the C&W Directory Services for each Telephone Number, subject to the terms of Item 101.5(5) of this Tariff.
- 5) Calls dialled to "411" are routed to the C&W public directory enquiry service, at the charges set out in sub-Item 205.4 below. A maximum of two Telephone Numbers will be provided per Call.

PART B PUBLIC SWITCHED NETWORK ACCESS - continued**Item 205 NetSpeak Domestic - continued****4. Rates and Charges**

The following rates and Charges apply.

Usage for Outgoing Calls to:	Per-Minute Charge
Fixed Service Providers in the Cayman Islands (including other NetSpeak users)	\$0.09 (first minute)
	\$0.02 (add'l minutes)
Mobile Providers in the Cayman Islands	\$0.27

Charges for Calls to:	Charge
411	\$0.50 per call
611	Free
811	Free
911	Free

Notes:

- (a) A maximum of two Telephone Numbers will be provided per 411 Call.
This is not applicable to 611, 811 or 911 Calls.