

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by Verizon Avenue Corp. with principal offices at Two Conway Park, 150 Field Drive, Suite 300, Lake Forest, Illinois 60045. Service is furnished for communications originating and terminating at points within the state of California under terms of this Tariff. The Company operates as both a reseller and a facilities-based provider. Where the Company operates as a reseller it resells the services of ILECs and DUCs. The coverage area is the entire state. The Company's Tariffs are on file at the California Public Utilities Commission and may be viewed at the Company's offices. In the state of California, the Tariffs are available for viewing at the Company office at 711 Van Ness Avenue, Suite 300, San Francisco, CA 94102. This Tariff is also available via internet at www.verizon.com/tariffs.

(T)
(T)
(T)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by Verizon Avenue Corp. with principal offices at Two Conway Park, 150 Field Drive, Suite 300, Lake Forest, Illinois 60045. Service is furnished for communications originating and terminating at points within the state of California under terms of this Tariff. Company operates as both a reseller and a facilities-based provider. Where (T)
Company operates as a reseller it resells the services of ILECs and DUCs. The coverage area is (T)
the entire state. Company's Tariffs are on file at the California Public Utilities Commission and (T)
may be viewed at Company's offices. In the state of California, the Tariffs are available for (T)
viewing at the Company office at 711 Van Ness Avenue, Suite 300, San Francisco, CA 94102.
This Tariff is also available via internet at www.verizon.com/tariffs. (N)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by Verizon Avenue Corp. with principal offices at Two Conway Park, 150 Field Drive, Suite 300, Lake Forest, Illinois 60045. Service is furnished for communications originating and terminating at points within the state of California under terms of this Tariff. The Company operates as both a reseller and a facilities-based provider. Where the Company operates as a reseller it resells the services of ILECs and DUCs. The coverage area is the entire State. The Company's Tariffs are on file at the California Public Utilities Commission and may be viewed at the Company's offices. In the state of California, the tariffs are available for viewing at the Company office at 711 Van Ness Avenue, Suite 300, San Francisco, CA 94102.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Local and Interexchange Service Area

Verizon Avenue Corp. Two Conway Park, 150 Field Drive, Suite 300 concurs in Maps as filed as part of Pacific Bell's Schedule Cal. P.U.C. A5.1.A. Verizon Avenue Corp. concurs in maps filed as part of GTEC's Exchange Area Maps, Schedule Cal. P.U.C. No. A1. Verizon Avenue Corp. concurs in maps filed as part of Citizens Utilities Company in their A Tariff. Verizon Avenue Corp. concurs in maps filed as part of Roseville Telephone Company in their A Tariff. (C)

OnePoint Communications - Colorado, LLC
d/b/a Verizon Avenue
Two Conway Park, 150 Field Drive, Suite 300
Lake Forest, Illinois 60045

Cal. P.U.C. Schedule No. 1-T
Original Cal. P.U.C. Sheet No. 17

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Local and Interexchange Service Area

OnePoint Communications - Colorado, L.L.C. d/b/a Verizon Avenue concurs in Maps as filed as part of Pacific Bell's Schedule Cal. P.U.C. A5.1.A. OnePoint Communications - Colorado, L.L.C. concurs in maps filed as part of GTEC's Exchange Area Maps, Schedule Cal. P.U.C. No. A1. OnePoint Communications - Colorado, L.L.C. concurs in maps filed as part of Citizens Utilities Company in their A Tariff. OnePoint Communications - Colorado, L.L.C. concurs in maps filed as part of Roseville Telephone Company in their A Tariff.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service

2.3.1 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, CLEC(s) or ILEC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where the Company is unable to fulfill the order. When the Company is unable to supply telephone service as requested by an applicant, it shall make available information pertaining to the application and reasons for denial.

2.3.2 Limited Communication

Shortage of facilities provided by the Company, a ILEC or a DUC caused by emergency conditions may result in limitation on the length of communication. Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.3.3 Third Number Calls

A Third Number call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third number call when the Company cannot confirm acceptance of charges at the third number or based on characteristics of the originating location.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service

2.3.1 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the DUC(s), Company, CLEC(s) or ILEC, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where the Company is unable to fulfill the order. When the Company is unable to supply telephone service as requested by an applicant, it shall make available information pertaining to the application and reasons for denial.

2.3.2 Limited Communication

Shortage of facilities provided by the Company, a ILEC or a DUC caused by emergency conditions may result in limitation on the length of communication. Company recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.3.3 Third Number Calls

A Third Number call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third number call when the Company cannot confirm acceptance of charges at the third number or based on characteristics of the originating location.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.4 Discontinuance of Service with Notice

The Company reserves the right to discontinue service or to limit the use of service when necessitated by conditions beyond the Company's control, when the Customer or end user is using service in violation of the law or in violation of the provisions of this Tariff.

The Company may discontinue or suspend service, with notice, under the following conditions:

- (A) Abandonment of the service.
- (B) Failure of the Customer to provide the Company with reasonable access to its equipment and property.
- (C) Failure of the Customer to meet the Company's credit requirements or make suitable deposit as required by this Tariff.
- (D) Non-payment of any sum due for exchange, long distance or other services.
- (E) Use of service in such a way as to impair or interfere with the service of other Customers.
- (F) Abuse or fraudulent use of equipment or service including but not limited to (i) the use of equipment or service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; or (ii) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- (G) Customer violation or non-compliance with any order, rule or regulation of the Commission or any provision of the Company's Tariff or contract for service between the Company and the Customer.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.4 Discontinuance of Service with Notice

The Company reserves the right to discontinue service or to limit the use of service when necessitated by conditions beyond the Company's control, when the Customer or end user is using service in violation of the law or in violation of the provisions of this Tariff.

The Company may discontinue or suspend service, with notice, under the following conditions:

- (A) Abandonment of the service.
- (B) Failure of the Customer to provide the Company with reasonable access to its equipment and property.
- (C) Failure of the Customer to meet the Company's credit requirements or make suitable deposit as required by this Tariff.
- (D) Non-payment of any sum due for exchange, long distance or other services.
- (E) Use of service in such a way as to impair or interfere with the service of other Customers.
- (F) Abuse or fraudulent use of equipment or service including but not limited to (i) the use of equipment or service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; or (ii) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- (G) Customer violation or non-compliance with any order, rule or regulation of the Commission or any provision of the Company's Tariff or contract for service between the Company and the Customer.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.5 Discontinuance of Service Without Notice

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may deny service without notice for the following reasons:

- (A) Conditions on the Customer's premises determined to be hazardous.
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers.
- (C) Tampering with any facilities or equipment of the Company or the ILEC or evidence of fraud.
- (D) Unauthorized use of service by any method which causes hazardous signals over the network of the Company, CLEC(s), ILEC or DUC(s).
- (E) Illegal use of service or equipment including, but not limited to:
 - 1. Use of the service with intent to frighten, abuse, torment or harass another;
 - 2. Use of foul or profane language;
 - 3. Impersonation of another person with fraudulent intent in application for or use of service;
 - 4. Use of illegal equipment, services, or devices to place calls.
- (F) Upon receipt by the company of a writing signed by a magistrate from a law enforcement agency under Penal Code Sections 807 and 808; this procedure will be in accord with Appendix B, Decision 91188, dated 1/8/80, of the California Public Utilities Commission.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.5 Discontinuance of Service Without Notice

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Company may deny service without notice for the following reasons:

- (A) Conditions on the Customer's premises determined to be hazardous.
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers.
- (C) Tampering with any facilities or equipment of the Company or the ILEC or evidence of fraud.
- (D) Unauthorized use of service by any method which causes hazardous signals over the network of the Company, CLEC(s), ILEC or DUC(s).
- (E) Illegal use of service or equipment including, but not limited to:
 - 1. Use of the service with intent to frighten, abuse, torment or harass another;
 - 2. Use of foul or profane language;
 - 3. Impersonation of another person with fraudulent intent in application for or use of service;
 - 4. Use of illegal equipment, services, or devices to place calls.
- (F) Upon receipt by the company of a writing signed by a magistrate from a law enforcement agency under Penal Code Sections 807 and 808; this procedure will be in accord with Appendix B, Decision 91188, dated 1/8/80, of the California Public Utilities Commission.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.6 Discontinuance Procedures

No residential service can be discontinued for non-payment of local service charges unless the Company has given the affected customer a written notice of the proposed discontinuance at least fifteen (15) days and a second written notice at least seven (7) days before the proposed date of disconnection. The notice must include: (C)

- (A) The name of the person whose service is to be terminated and the telephone number where service is being rendered;
 - 1. Carrier's name, following the same designation guideline use in Rule 6(b) above. (N)
(N)
- (B) The rule or regulation violated and explanation thereof and the amount of the bill which the Customer failed to pay;
- (C) The date on or after which service may be terminated.
- (D) The final payment date of the amount due;
- (E) A telephone number which the Customer may call for information about the proposed discontinuance and any deferred billing procedure which the Company may offer (if applicable);
- (F) The procedure for medical emergency waivers;
- (G) The telephone number of the Commission's Consumer Affairs Branch, the telephone number of a representative of the Commission, and the procedure to initiate a complaint or investigation at the Commission; and
- (H) Local service may not be disconnected for non-payment of Category III or other unregulated competitive services. Basic service will not be disconnected for non-payment of anything other than residential and single-line business, Flat Rate and/or Measured Rate as defined in Decision 96-10-066, Appendix B.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.6 Discontinuance Procedures

No residential service can be discontinued for non-payment of local service charges unless the Company has given the affected customer a written notice of the proposed discontinuance at least 15 days and a second written notice at least five days before the proposed date of disconnection. The notice must include: (T)

- (A) The name of the person whose service is to be terminated and the telephone number where service is being rendered;
- (B) The rule or regulation violated and explanation thereof and the amount of the bill which the Customer failed to pay;
- (C) The date on or after which service may be terminated.
- (D) The final payment date of the amount due;
- (E) A telephone number which the Customer may call for information about the proposed discontinuance and any deferred billing procedure which the Company may offer (if applicable);
- (F) The procedure for medical emergency waivers;
- (G) The telephone number of the Commission's Consumer Affairs Branch, the telephone number of a representative of the Commission, and the procedure to initiate a complaint or investigation at the Commission; and
- (H) Local service may not be disconnected for non-payment of Category III or other unregulated competitive services. Basic service will not be disconnected for non-payment of anything other than residential and single-line business, Flat Rate and/or Measured Rate as defined in Decision 96-10-066, Appendix B.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.6 Discontinuance Procedures

No residential service can be discontinued for non-payment of local service charges unless the Company has given the affected customer a written notice of the proposed discontinuance at least fifteen (15) days and a second written notice at least seven (7) days before the proposed date of disconnection. The notice must include: (C)

- (A) The name of the person whose service is to be terminated and the telephone number where service is being rendered;
 - 1. Carrier's name, following the same designation guideline use in Rule 6(b) above. (N)
(N)
- (B) The rule or regulation violated and explanation thereof and the amount of the bill which the Customer failed to pay;
- (C) The date on or after which service may be terminated.
- (D) The final payment date of the amount due;
- (E) A telephone number which the Customer may call for information about the proposed discontinuance and any deferred billing procedure which the Company may offer (if applicable);
- (F) The procedure for medical emergency waivers;
- (G) The telephone number of the Commission's Consumer Affairs Branch, the telephone number of a representative of the Commission, and the procedure to initiate a complaint or investigation at the Commission; and
- (H) Local service may not be disconnected for non-payment of Category III or other unregulated competitive services. Basic service will not be disconnected for non-payment of anything other than residential and single-line business, Flat Rate and/or Measured Rate as defined in Decision 96-10-066, Appendix B.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.6 Discontinuance Procedures

No residential service can be discontinued for non-payment of local service charges unless the Company has given the affected customer a written notice of the proposed discontinuance at least fifteen (15) days and a second written notice at least five (5) days before the proposed date of disconnection. The notice must include:

- (A) The name of the person whose service is to be terminated and the telephone number where service is being rendered;
- (B) The rule or regulation violated and explanation thereof and the amount of the bill which the Customer failed to pay;
- (C) The date on or after which service may be terminated.
- (D) The final payment date of the amount due;
- (E) A telephone number which the Customer may call for information about the proposed discontinuance and any deferred billing procedure which the Company may offer (if applicable);
- (F) The procedure for medical emergency waivers;
- (G) The telephone number of the Commission's Consumer Affairs Branch, the telephone number of a representative of the Commission, and the procedure to initiate a complaint or investigation at the Commission; and
- (H) Local service may not be disconnected for non-payment of Category III or other unregulated competitive services. Basic service will not be disconnected for non-payment of anything other than residential and single-line business, Flat Rate and/or Measured Rate as defined in Decision 96-10-066, Appendix B.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.7 Recording of Conversations

Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable Federal, state, and local laws.

2.3.8 Failure to Provide Notice or Insist Upon Compliance

The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, or the Company's grant of a waiver of any term or conditions herein, or the Company's grant to the Customer of an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Limitations on Service (Continued)

2.3.7 Recording of Conversations

Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable Federal, state, and local laws.

2.3.8 Failure to Provide Notice or Insist Upon Compliance

The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, or the Company's grant of a waiver of any term or conditions herein, or the Company's grant to the Customer of an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms, and Notices

2.4.1 Limitation of Liability

The Company concurs with the Verizon Limitations of Liability Tariff (Decision No. 850897, Advice Letter 5075 and as amended), as contained in Decision No. 95-12-057, Appendix C, December 20, 1995.

2.4.2 Special Information Required on Forms

(A) Customer Bills

The CLC shall be identified on each bill. Each bill must prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the CLC uses a billing agent, the carrier must also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas:

1. When to pay your bill;
2. Billing detail including the period of service covered by the bill;
3. Late payment charge and when applied;
4. How to pay your bill;
5. Questions about your bill;
6. Network access for interstate calling;
7. In addition to the above, each bill shall include the following statement:
"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 (15 days is the minimum number of days in which the CLC can require payment; a CLC may elect to allow customers a longer time to pay the bill.) calendar days of presentation date. Should you question this bill, please request an explanation from Verizon Avenue Corp.

(T)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms, and Notices

2.4.1 Limitation of Liability

The Company concurs with the Verizon Limitations of Liability Tariff (Decision No. 850897, Advice Letter 5075 and as amended), as contained in Decision No. 95-12-057, Appendix C, December 20, 1995.

2.4.2 Special Information Required on Forms

(A) Customer Bills

The CLC shall be identified on each bill. Each bill must prominently display a toll-free number for service or billing inquiries, along with an address where the customer may write. If the CLC uses a billing agent, the carrier must also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas:

1. When to pay your bill;
2. Billing detail including the period of service covered by the bill;
3. Late payment charge and when applied;
4. How to pay your bill;
5. Questions about your bill;
6. Network access for interstate calling;
7. In addition to the above, each bill shall include the following statement:
"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 (15 days is the minimum number of days in which the CLC can require payment; a CLC may elect to allow customers a longer time to pay the bill.) calendar days of presentation date. Should you question this bill, please request an explanation from Verizon Avenue.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.2 Special Information Required on Forms (Continued)

(A) Customer Bills (Continued)

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the CLC pending the outcome of the commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Verizon Avenue, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period. Company shall refund deposits associated with other services not later than 120 days after service is discontinued.

(N)
|
(N)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.2 Special Information Required on Forms (Continued)

(A) Customer Bills (Continued)

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the CLC pending the outcome of the commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Verizon Avenue Corp., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period. (T)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.2 Special Information Required on Forms (Continued)

(A) Customer Bills (Continued)

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the CLC pending the outcome of the commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Verizon Avenue, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period. Company shall refund deposits associated with other services not later than 120 days after service is discontinued.

(N)
|
(N)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.2 Special Information Required on Forms (Continued)

(A) Customer Bills (Continued)

If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the CLC pending the outcome of the commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by Verizon Avenue, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (continued)

2.4.3 Notices

Notices provided to the Customer by the CLC shall be as follows:

(A) Rate Information

1. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of major increases in rates shall be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice shall be required for minor rate increases or for rate decreases. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the company's next periodic billing cycle.
2. When a CLC provides information to a Customer which is allegedly in violation of its Tariffs, the consumer shall have the right to bring a complaint against the CLC.

(B) Discontinuance of Service Notice

1. Notice by Customers

Customers are responsible for notifying the CLC of their desire to discontinue service on or before the dated of disconnection. Such notice may be either verbal or written.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (continued)

2.4.3 Notices

Notices provided to the Customer by the CLC shall be as follows:

(A) Rate Information

1. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. Notice of major increases in rates shall be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice shall be required for minor rate increases or for rate decreases. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the company's next periodic billing cycle.
2. When a CLC provides information to a Customer which is allegedly in violation of its Tariffs, the consumer shall have the right to bring a complaint against the CLC.

(B) Discontinuance of Service Notice

1. Notice by Customers

Customers are responsible for notifying the CLC of their desire to discontinue service on or before the dated of disconnection. Such notice may be either verbal or written.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.3 Notices (Continued)

(C) Notice by CLC

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for CLCs.

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than seven calendar days (T) prior to termination. Each notice shall include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the Customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the CLC, who can provide additional information or institute arrangements for payment.
7. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.3 Notices (Continued)

(C) Notice by CLC

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for CLCs.

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the Customer may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the CLC, who can provide additional information or institute arrangements for payment.
7. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.3 Notices (Continued)

(D) Changing in Ownership or Identity Notice

CLCs shall notify their Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

(E) Rules for CLC Notices

Notices the CLC sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation (Sec. 2.7).

2.4.4 Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

2.4.5 Change of Service Provider

(A) Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by LECs, CLCs, on their agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by LECs, CLCs, or their agents, must conform with California Public Utilities Code Section 2889.5. All solicitation sent by LECs, CLCs or their agents to Customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (Continued)

2.4.3 Notices (Continued)

(D) Changing in Ownership or Identity Notice

CLCs shall notify their Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

(E) Rules for CLC Notices

Notices the CLC sends to Customers, or the Commission, shall be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation (Sec. 2.7).

2.4.4 Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

2.4.5 Change of Service Provider

(A) Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by LECs, CLCs, on their agents, of Customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. Solicitations by LECs, CLCs, or their agents, must conform with California Public Utilities Code Section 2889.5. All solicitation sent by LECs, CLCs or their agents to Customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of up to \$500 may apply for each violation of this Rule.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (continued)

2.4.5 Change of Service Provider (Continued)

(B) Unauthorized Service Termination and Transfer ("Slamming")

A LEC or CLC will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to their own service. LECs and CLCs are responsible for the actions of their agents that solicit unauthorized service termination and transfers. A carrier who engages in such unauthorized activity shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the applicant or Customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this Rule. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The LEC or CLC responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

2.4.6 Privacy

CLCs are restricted from releasing nonpublic Customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, CLCs shall provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. CLCs are subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, accept as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

2.4.7 Blocking Access to 900 and 976 Information Services

At the request of a Customer, CLCs shall block that Customer's access to 900 and 976 pay-per-call telephone information services. CLCs shall inform their Customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential Customers, although CLCs may impose a charge if the Customer asks for deactivation of blocking.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Limitation of Liability, Forms and Notices (continued)

2.4.5 Change of Service Provider (Continued)

(B) Unauthorized Service Termination and Transfer ("Slamming")

A LEC or CLC will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to their own service. LECs and CLCs are responsible for the actions of their agents that solicit unauthorized service termination and transfers. A carrier who engages in such unauthorized activity shall restore the Customer's service to the original carrier without charge to the Customer. All billings during the unauthorized service period shall be refunded to the applicant or Customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this Rule. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The LEC or CLC responsible for the unauthorized transfer will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

2.4.6 Privacy

CLCs are restricted from releasing nonpublic Customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. For each new Customer, and on an annual basis for continuing Customers, CLCs shall provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. CLCs are subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, accept as modified by Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

2.4.7 Blocking Access to 900 and 976 Information Services

At the request of a Customer, CLCs shall block that Customer's access to 900 and 976 pay-per-call telephone information services. CLCs shall inform their Customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential Customers, although CLCs may impose a charge if the Customer asks for deactivation of blocking.

Verizon Avenue Corp.
Two Conway Park, 150 Field Drive, Suite 300
Lake Forest, Illinois 60045

Cal. P.U.C. Schedule No. 1-T
1st Revised Cal. P.U.C. Sheet No. 29
Cancels Original Cal. P.U.C. Sheet No. 29

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

Reserved for Future Use

OnePoint Communications - Colorado, LLC
d/b/a Verizon Avenue
Two Conway Park, 150 Field Drive, Suite 300
Lake Forest, Illinois 60045

Cal. P.U.C. Schedule No. 1-T
Original Cal. P.U.C. Sheet No. 29

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

Reserved for Future Use

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Use of Service

2.5.1 Service Availability

The Company's services are available for use 24 hours per day, seven days per week. (T)

2.5.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to the Customer, the Customer's employees and representatives in the case of business service, or the Customer, the Customer's family and persons residing in the Customer's household in the case of residential service except as otherwise specified in this Tariff. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use, nor permit others to use, the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company, CLEC(s), DUC(s), ILEC or others as given in Sections 2.3.4 and 2.3.5 and will be liable for reimbursing the Company or ILEC, CLEC or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Use of Service

2.5.1 Service Availability

The Company's services are available for use twenty-four hours per day, seven days per week.

2.5.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to the Customer, the Customer's employees and representatives in the case of business service, or the Customer, the Customer's family and persons residing in the Customer's household in the case of residential service except as otherwise specified in this Tariff. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use, nor permit others to use, the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company, CLEC(s), DUC(s), ILEC or others as given in Sections 2.3.4 and 2.3.5 and will be liable for reimbursing the Company or ILEC, CLEC or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obligations of the Customer

2.6.1 Indemnification of Company by Customer

The Customer will indemnify, defend, and hold the Company harmless from and against all claims and liabilities against the Company:

- (A) Where the Company has stated a limitation of liability in Section 2.4 of this Tariff;
- (B) Resulting from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, unauthorized or illegal acts, or violations of right to privacy by the Customer, its employees, agents, or independent contractor;
- (C) For any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent or otherwise;
- (D) For any and all liability not expressly assumed by the Company in Section 2.4 of this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith;
- (E) For any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by the Customer to use the service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obligations of the Customer

2.6.1 Indemnification of Company by Customer

The Customer will indemnify, defend, and hold the Company harmless from and against all claims and liabilities against the Company:

- (A) Where the Company has stated a limitation of liability in Section 2.4 of this Tariff;
- (B) Resulting from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, unauthorized or illegal acts, or violations of right to privacy by the Customer, its employees, agents, or independent contractor;
- (C) For any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent or otherwise;
- (D) For any and all liability not expressly assumed by the Company in Section 2.4 of this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith;
- (E) For any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obligations of the Customer (Continued)

2.6.2 Payment Obligations

The Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.14 of this Tariff for the Customer's obligations concerning taxes.

Customers subscribing to local exchange services pursuant to the provisions of this Tariff are responsible for payment for the F.C.C. authorized interstate Subscriber Line Charge (also called End User Common Line Charge).

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.6 Obligations of the Customer (Continued)

2.6.2 Payment Obligations

The Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.14 of this Tariff for the Customer's obligations concerning taxes.

Customers subscribing to local exchange services pursuant to the provisions of this Tariff are responsible for payment for the F.C.C. authorized interstate Subscriber Line Charge (also called End User Common Line Charge).

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service

2.7.1 Application for Service

To obtain service, the Company shall require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company. Company reserves the right to refuse service to applicants per Sections 2.3.4 and 2.3.5 of this Tariff including those who are known to have been previously terminated by Company or by ILEC or other CLECs or cannot establish credit satisfactory to the Company as given in Section 2.7.2 of this Tariff. During the initial contact all applicants for residential service will be given information regarding the Universal Lifeline Program and its availability.

Service will be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill. If the agreement is oral, within 7 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter will be in language other than English if the sale was in another language. Within 7 days of initiating service, the Company shall state in writing for all the new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company. Potential Customers who are denied service for failure to establish credit or pay deposit will be given the reason for the denial in writing within 7 days of service denial. (C)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service

2.7.1 Application for Service

To obtain service, the Company shall require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company. The Company reserves the right to refuse service to applicants per Sections 2.3.4 and 2.3.5 of this Tariff including those who are known to have been previously terminated by Company or by ILEC or other CLECs or cannot establish credit satisfactory to the Company as given in Section 2.7.2 of this Tariff. During the initial contact all applicants for residential service will be given information regarding the Universal Lifeline Program and its availability.

Service will be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill. If the agreement is oral, within 10 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter will be in language other than English if the sale was in another language. Within 10 days of initiating service, the Company shall state in writing for all the new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company. Potential customers who are denied service for failure to establish credit or pay deposit will be given the reason for the denial in writing within 10 days of service denial.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service

2.7.1 Application for Service

To obtain service, the Company shall require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company. Company reserves the right to refuse service to applicants per Sections 2.3.4 and 2.3.5 of this Tariff including those who are known to have been previously terminated by Company or by ILEC or other CLECs or cannot establish credit satisfactory to the Company as given in Section 2.7.2 of this Tariff. During the initial contact all applicants for residential service will be given information regarding the Universal Lifeline Program and its availability.

Service will be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill. If the agreement is oral, within 7 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter will be in language other than English if the sale was in another language. Within 7 days of initiating service, the Company shall state in writing for all the new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company. Potential Customers who are denied service for failure to establish credit or pay deposit will be given the reason for the denial in writing within 7 days of service denial. (C)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service

2.7.1 Application for Service

To obtain service, the Company shall require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company. Company reserves the right to refuse service to applicants per Sections 2.3.4 and 2.3.5 of this Tariff including those who are known to have been previously terminated by Company or by ILEC or other CLECs or cannot establish credit satisfactory to the Company as given in Section 2.7.2 of this Tariff. During the initial contact all applicants for residential service will be given information regarding the Universal Lifeline Program and its availability.

Service will be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill. If the agreement is oral, within 10 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter will be in language other than English if the sale was in another language. Within 10 days of initiating service, the Company shall state in writing for all the new Customers all material terms and conditions that could affect what the Customer pays for telecommunications services provided by the Company. Potential Customers who are denied service for failure to establish credit or pay deposit will be given the reason for the denial in writing within 10 days of service denial.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.2 Establishment of Credit

The Company reserves the right to require all applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization the Company, the applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. Under certain conditions an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- (A) Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provide by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.
- (B) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier;
- (C) A Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g. cashier's check, money order, bond, letter of credit).

(C)
|
(C)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.2 Establishment of Credit

The Company reserves the right to require all applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization the Company, the applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. Under certain conditions an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- (A) Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Failure to provide a social security number shall not be cause for requiring a deposit. A carrier may not require for its own benefit a deposit for services provide by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.
- (B) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier;
- (C) A Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g. cashier's check, money order, bond, letter of credit).

(C)
|
(C)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.2 Establishment of Credit

The Company reserves the right to require all applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization the Company, the applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. Under certain conditions an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- (A) Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number;
- (B) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier;
- (C) A Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g. cashier's check, money order, bond, letter of credit).

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.2 Establishment of Credit

The Company reserves the right to require all applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization the Company, the applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. Under certain conditions an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- (A) Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number;
- (B) A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another acceptable local carrier;
- (C) A Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g. cashier's check, money order, bond, letter of credit).

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.3 Customer Deposits

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that shall be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

In the event a Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: No interest shall be given if the Customer has received a minimum of two notices in a 12-month period as provided under Rule No. 5(B) (2), Decision 95-07-054.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.3 Customer Deposits

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that shall be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

In the event a Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the Customer has received a minimum of two notices in a 12-month period as provided under Rule No. 5(B) (2), Decision 95-07-054.

Verizon Avenue Corp.
Two Conway Park, 150 Field Drive, Suite 300
Lake Forest, Illinois 60045

Cal. P.U.C. Schedule No. 1-T
1st Revised Cal. P.U.C. Sheet No. 36
Cancels Original Cal. P.U.C. Sheet No. 36

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

Reserved For Future Use

OnePoint Communications - Colorado, LLC
d/b/a Verizon Avenue
Two Conway Park, 150 Field Drive, Suite 300
Lake Forest, Illinois 60045

Cal. P.U.C. Schedule No. 1-T
Original Cal. P.U.C. Sheet No. 36

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

Reserved For Future Use

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.4 Initial Contract Periods and Termination of Service

(A) Initial Contract Periods

Except as provided herein, the initial contract period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, with written notification to the Company within a reasonable period in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this Tariff, every month is considered to have 30 days. Initial contract periods begin on and include the day following the establishment of service. (T)

(B) Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, the Customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be cancelled prior to expiration of the initial contract period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges due for the service period.

Service may be cancelled subsequent to the expiration of the initial contact period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.4 Initial Contract Periods and Termination of Service

(A) Initial Contract Periods

Except as provided herein, the initial contract period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, with written notification to the Company within a reasonable period in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this Tariff, every month is considered to have thirty (30) days. Initial contract periods begin on and include the day following the establishment of service.

(B) Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, the Customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be cancelled prior to expiration of the initial contract period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges due for the service period.

Service may be cancelled subsequent to the expiration of the initial contact period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.5 Provision and Ownership of Equipment and Facilities

Company may use equipment and facilities for provision of services that are furnished in whole or in part by the Company, a ILEC, A CLEC or a DUC. Such equipment and facilities located on the premise of a Customer remain the property of those providers, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the network interface. In cases where the equipment and facilities beyond the network interface remain the property of the building owner or other entity, agents and employees of the Company may enter the premises of the at any reasonably hour to install, repair and inspect facilities and equipment beyond the network interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by the Company for the provision of services, termination of service shall be returned to their owner in good condition, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other authorized users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.5 Provision and Ownership of Equipment and Facilities

Company may use equipment and facilities for provision of services that are furnished in whole or in part by the Company, a ILEC, A CLEC or a DUC. Such equipment and facilities located on the premise of a Customer remain the property of those providers, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the network interface. In cases where the equipment and facilities beyond the network interface remain the property of the building owner or other entity, agents and employees of the Company may enter the premises of the at any reasonably hour to install, repair and inspect facilities and equipment beyond the network interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by the Company for the provision of services, termination of service shall be returned to their owner in good condition, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other authorized users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this Tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this Tariff.

- (A) When establishing an installation or repair appointment for which the subscriber must be present, the carrier shall offer the subscriber a four-hour or shorter period during which it will arrive to commence work. If the installation or repair is not commenced within that period, the carrier offering the repair or installation service shall provide a \$25 minimum credit to the subscriber unless the appointment was missed because (1) the carrier was denied access to the premises, (2) force majeure, or (3) the carrier cancelled or rescheduled the appointment no later than 5:00 p.m. two business days prior to the appointment. (N)
- (B) This credit is independent of any remedies available to the subscriber under Civil Code §1722(c) or elsewhere. (N)

2.7.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

2.7.8 Provision and Ownership of Directories

Directories are furnished by or on behalf of the Company to Customers as an aid to the use of services. The Company will furnish to its Customers without charge such directories as it deems necessary for efficient use of the services.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this Tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this Tariff.

- (A) When establishing an installation or repair appointment for which the subscriber must be present, the carrier shall offer the subscriber a four-hour or shorter period during which it will arrive to commence work. If the installation or repair is not commenced within that period, the carrier offering the repair or installation service shall provide a \$25 minimum credit to the subscriber unless the appointment was missed because (1) the carrier was denied access to the premises, (2) force majeure, or (3) the carrier cancelled or rescheduled the appointment no later than 5:00 p.m. two business days prior to the appointment. (N)
- (B) This credit is independent of any remedies available to the subscriber under Civil Code §1722(c) or elsewhere. (N)

2.7.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

2.7.8 Provision and Ownership of Directories

Directories are furnished by or on behalf of the Company to Customers as an aid to the use of services. The Company will furnish to its Customers without charge such directories as it deems necessary for efficient use of the services.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this Tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this Tariff.

2.7.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

2.7.8 Provision and Ownership of Directories

Directories are furnished by or on behalf of the Company to Customers as an aid to the use of services. The Company will furnish to its Customers without charge such directories as it deems necessary for efficient use of the services.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Obtaining Service (Continued)

2.7.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this Tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this Tariff.

2.7.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this Tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

2.7.8 Provision and Ownership of Directories

Directories are furnished by or on behalf of the Company to Customers as an aid to the use of services. The Company will furnish to its Customers without charge such directories as it deems necessary for efficient use of the services.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services.

The advance payment will not exceed the non-recurring and the first month's recurring rate. Advance payments will not be required for usage. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges. The advance payment will be credited to the Customer's first bill.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services.

The advance payment will not exceed the non-recurring and the first month's recurring rate. Advance payments will not be required for usage. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges. The advance payment will be credited to the Customer's first bill.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 Rendering Bill

2.9.1 General

The Company uses cycle billing. The billing period is one month. Billing will include a statement of payment due date, the date after which interest charges will accrue, the interest rate for late payments and the interstate subscriber line charge authorized by the F.C.C. The Company uses direct billing by Company or authorized billing agent. Where billing systems allow, credit card billing and automatic withdrawal from Customer's checking or savings accounts are available.

2.9.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than 60 days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within 15 days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge of 1.5% per month applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, the Company may impose a returned check charge of \$30. (T)

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the utility on or before the late payment date which dated will be prominently displayed on the Customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly. (T)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 Rendering Bill

2.9.1 General

The Company uses cycle billing. The billing period is one month. Billing will include a statement of payment due date, the date after which interest charges will accrue, the interest rate for late payments and the interstate subscriber line charge authorized by the F.C.C. The Company uses direct billing by Company or authorized billing agent. Where billing systems allow, credit card billing and automatic withdrawal from Customer's checking or savings accounts are available.

2.9.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than sixty (60) days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within fifteen (15) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge of 1.5% per month applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, the Company may impose a returned check charge of \$30.

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the utility on or before the late payment date which dated will be prominently displayed on the Customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. The Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 Rendering Bill (Continued)

2.9.3 Credit Card Billing

With credit card billing, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill. Call detail will be provided by the Company in a separate mailing.

2.9.4 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.9 Rendering Bill (Continued)

2.9.3 Credit Card Billing

With credit card billing, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill. Call detail will be provided by the Company in a separate mailing.

2.9.4 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Call detail will be provided by the Company in a separate mailing.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Dispute Procedures

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer and make the following arrangements:

- (A) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- (B) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- (C) If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Bureau (CAB) for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

The address of the California Public Utilities Commission is:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue, Room 2003
San Francisco, CA 94102
Toll Free: 1-800-649-7570, TDD: 1-800-229-6846
e-mail: consumer.affairs@cpuc.ca.gov

(N)
|
(N)

- (D) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.
- (E) The Company shall respond to CAB's requests for information within 10 business days.
- (F) CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and Company and make disbursement of the deposited amount.
- (G) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date of the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Dispute Procedures

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer and make the following arrangements:

- (A) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- (B) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- (C) If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Bureau (CAB) for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

The address of the California Public Utilities Commission is:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Avenue, Room 2003
San Francisco, CA 94102
Toll Free: 1-800-649-7570, TDD: 1-800-229-6846
e-mail: consumer.affairs@cpuc.ca.gov

(N)
|
(N)

- (D) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.
- (E) The Company shall respond to CAB's requests for information within 10 business days.
- (F) CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and Company and make disbursement of the deposited amount.
- (G) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date of the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Dispute Procedures

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer and make the following arrangements:

- (A) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- (B) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- (C) If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Bureau (CAB) for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill. (T)
- (D) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.
- (E) The Company shall respond to CAB's requests for information within 10 business days.
- (F) CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company and make disbursement of the deposited amount.
- (G) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven calendar days after the date of the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill. (T)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.10 Dispute Procedures

In case of a billing dispute between the Customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the Customer and make the following arrangements:

- (A) First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- (B) The undisputed portion of the bill must be paid by the Due By Date (no sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- (C) If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Bureau (CAB) for its investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- (D) The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with (B) and (C) above.
- (E) The Company shall respond to CAB's requests for information within 10 business days.
- (F) CAB will review the claim of the disputed amount, communicate the results of its review to the Customer and Company and make disbursement of the deposited amount.
- (G) After the investigation and review are completed by the Company as noted in (A) above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date of the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

Verizon Avenue Corp.
Two Conway Park, 150 Field Drive, Suite 300
Lake Forest, Illinois 60045

Cal. P.U.C. Schedule No. 1-T
1st Revised Cal. P.U.C. Sheet No. 44
Cancels Original Cal. P.U.C. Sheet No. 44

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

Reserved for Future Use

OnePoint Communications - Colorado, LLC
d/b/a Verizon Avenue
Two Conway Park, 150 Field Drive, Suite 300
Lake Forest, Illinois 60045

Cal. P.U.C. Schedule No. 1-T
Original Cal. P.U.C. Sheet No. 44

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

Reserved for Future Use

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Customer Service

Company maintains a Customer Service Department exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. Company's Customer Service address and toll free number are printed on Customer's bill. For Customers using credit card billing or automatic withdrawal from the checking or savings account, Company's Customer Service address and toll free numbers are provided with Customer's call detail. Customers may contact Company's Customer Service Department in writing or by calling a toll free number. (T)

The Customer Service Department is located at 1200 Mercantile Lane, Largo, Maryland 20785. The toll free number is 1.888.663.7646. Excluding holidays, Customer Service Representatives are available 7:30 AM to 12:30 AM eastern time Monday through Saturday, 12:00 PM to 9:00 PM eastern time on Sunday. After hours and on holidays, Customers are automatically forwarded to an answering service for messaging. This Tariff is also available via internet at www.verizon.com/tariffs. (N)
(N)

Customer Service support for repair services is available 24 hours per day, 365 days per year at 1.888.663.7646. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed. (T)

To order, change or cancel services, Customer may call 1.888.663.7646. (N)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Customer Service

Company maintains a Customer Service Department exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. Company's Customer Service address and toll free number are printed on Customer's bill. For Customers using credit card billing or automatic withdrawal from the checking or savings account, Company's Customer Service address and toll free numbers are provided with Customer's call detail. Customers may contact Company's Customer Service Department in writing or by calling a toll free number. (T)

The Customer Service Department is located at 1200 Mercantile Lane, Largo, Maryland 20785. The toll free number is 1.888.663.7646. Excluding holidays, Customer Service Representatives are available 7:30 AM to 12:30 AM eastern time Monday through Saturday, 12:00 PM to 9:00 PM eastern time on Sunday. After hours and on holidays, Customers are automatically forwarded to an answering service for messaging. This Tariff is also available via internet at www.verizon.com/tariffs. (N)
(N)

Customer Service support for repair services is available 24 hours per day, 365 days per year at 1.888.663.7646. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed. (T)

To order, change or cancel services, Customer may call 1.888.663.7646. (N)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Customer Service

The Company maintains a Customer Service Department exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers using credit card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located at 1200 Mercantile Lane, Largo, Maryland 20785. The toll free number is (888) 663-7646. Excluding holidays, Customer Service Representatives are available 7:30 AM to 12:30 AM eastern time Monday through Saturday, 12:00 PM to 9:00 PM eastern time on Sunday. After hours and on holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (888) 663-7646. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.11 Customer Service

The Company maintains a Customer Service Department exclusively for the Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on Customer's bill. For Customers using credit card billing or automatic withdrawal from the checking or savings account, Company's Customer Service address and toll free numbers are provided with Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located at 1200 Mercantile Lane, Largo, Maryland 20785. The toll free number is 1.888.663.7646. Excluding holidays, Customer Service Representatives are available 7:30 AM to 12:30 AM eastern time Monday through Saturday, 12:00 PM to 9:00 PM eastern time on Sunday. After hours and on holidays, Customers are automatically forwarded to an answering service for messaging. This Tariff is also available via internet at www.verizon.com/tariffs.

Customer Service support for repair services is available 24 hours per day, 365 days per year at 1.888.663.7646. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

To order, change or cancel services, the Customer may call 1.888.663.7646.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 Credits

2.12.1 Allowances for Interruptions

The Company concurs in the Verizon Limitations of Liability Tariff regarding credit for service interruptions, as amended, and contained in Appendix C, Decision 95-12-057, December 20, 1995.

2.12.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

2.12.3 Credit for Loss of Prepaid Calling Card

If the Customer notifies the Company that a particular prepaid phone card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 Credits

2.12.1 Allowances for Interruptions

The Company concurs in the Verizon Limitations of Liability Tariff regarding credit for service interruptions, as amended, and contained in Appendix C, Decision 95-12-057, December 20, 1995.

2.12.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

2.12.3 Credit for Loss of Prepaid Calling Card

If the Customer notifies the Company that a particular prepaid phone card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.13 Rates and Charges Computation

Usage charges are based on usage used or billed as timed and recorded by the Company or the DUC. Chargeable time for the Customer begins when the called party answers and ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the Operator. For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in 60-second increments. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent. (T)

2.13.1 Rate Periods - General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown in Section 2.13.2 below apply.

2.13.2 Day, Evening, and Night Rate Periods

Times Applicable			
Rate Period	From	To	Days Applicable
Day	8:00:00 AM	4:59:59 PM	Monday - Friday
Evening/Night	5:00:00 PM 8:00:00 AM	7:59:59 AM 4:59:59 PM	Monday - Sunday Saturday, Sunday

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.13 Rates and Charges Computation

Usage charges are based on usage used or billed as timed and recorded by the Company or the DUC. Chargeable time for the Customer begins when the called party answers and ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the Operator. For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in sixty (60) second increments. The usage charges for each completed call during a billing month will be computed. If the charge includes a fraction of a cent of \$.005 or more, the fraction is rounded up to the next higher whole cent. Otherwise, the charge is rounded down to the next lower whole cent.

2.13.1 Rate Periods - General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown in Section 2.13.2 below apply.

2.13.2 Day, Evening, and Night Rate Periods

Times Applicable			
Rate Period	From	To	Days Applicable
Day	8:00:00 AM	4:59:59 PM	Monday - Friday
Evening/Night	5:00:00 PM 8:00:00 AM	7:59:59 AM 4:59:59 PM	Monday - Sunday Saturday, Sunday

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.1%
California User Fee	.11%

(D)

(D)

(D)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.
- (D) Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.

(N)

(N)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.1%	(R)
California Relay Service and Communications Devices Fund	.30%	(I)
California User Fee	.11%	
California High Cost Fund - A	.17%	(R)
California High Cost Fund - B	2.20%	
California Teleconnect Fund	.00%	

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.1%	(R)
California Relay Service and Communications Devices Fund	.047%	
California User Fee	.11%	
California High Cost Fund - A	.17%	(R)
California High Cost Fund - B	2.20%	
California Teleconnect Fund	.00%	

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.1%	(R)
California Relay Service and Communications Devices Fund	.30%	(I)
California User Fee	.11%	
California High Cost Fund - A	.17%	(R)
California High Cost Fund - B	2.20%	
California Teleconnect Fund	.00%	

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.1%	(R)
California Relay Service and Communications Devices Fund	.047%	
California User Fee	.11%	
California High Cost Fund - A	.17%	(R)
California High Cost Fund - B	2.20%	
California Teleconnect Fund	.00%	

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.2%	(I)
California Relay Service and Communications Devices Fund	.047%	
California User Fee	.11%	
California High Cost Fund - A	.21%	
California High Cost Fund - B	2.20%	
California Teleconnect Fund	.00%	

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	.00%
California Relay Service and Communications Devices Fund	.047%
California User Fee	.11%
California High Cost Fund - A	.21%
California High Cost Fund - B	2.20%
California Teleconnect Fund	.00%

(R)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	.00%
California Relay Service and Communications Devices Fund	.30%
California User Fee	.11%
California High Cost Fund - A	.21%
California High Cost Fund - B	2.20%
California Teleconnect Fund	.00%

(R)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	.00%
California Relay Service and Communications Devices Fund	.30%
California User Fee	.11%
California High Cost Fund - A	.36%
California High Cost Fund - B	2.20%
California Teleconnect Fund	.00%

(I)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	.00%	(C)(R)
California Relay Service and Communications Devices Fund	.30%	
California User Fee	.11%	(C)(R)
California High Cost Fund - A	.36%	
California High Cost Fund - B	1.42%	
California Teleconnect Fund	.00%	

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.45%
California Relay Service and Communications Devices Fund	.30%
California User Fee	.11%
California High Cost Fund - A	.36%
California High Cost Fund - B	1.42%
California Teleconnect Fund	.30%

(C)(R)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.45%
California Relay Service and Communications Devices Fund	.48%
California User Fee	.11%
California High Cost Fund - A	.36%
California High Cost Fund - B	1.42%
California Teleconnect Fund	.30%

(C)(I)
(C)(R)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.45%
California Relay Service and Communications Devices Fund	.48%
California User Fee	.11%
California High Cost Fund - A	.30%
California High Cost Fund - B	1.47%
California Teleconnect Fund	.30%

(C)(I)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.45%
California Relay Service and Communications Devices Fund	.48%
California User Fee	.11%
California High Cost Fund - A	.30%
California High Cost Fund - B	1.47%
California Teleconnect Fund	.185%

(R)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable Federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

(D)
(D)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.45%
California Relay Service and Communications Devices Fund	.48%
California User Fee	.11%
California High Cost Fund - A	.30%*
California High Cost Fund - B	2.6%
California Teleconnect Fund	.185%

(C)(I)

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff. (T)
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

* Issued in compliance with resolutions listed below and applicable to charges accrued on or after 1/1/02. (N)
(N)

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges

2.14.1 Federal, State and Local Taxes and Surcharges

- (A) In addition to the charges specifically pertaining to services, certain Federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. These surcharges, taxes and fees include, but are not limited to the following surcharges applied to intrastate services:

Universal Lifeline Telephone Service Surcharge	1.1%	(R)
California Relay Service and Communications Devices Fund	.30%	(I)
California User Fee	.11%	
California High Cost Fund - A	.17%	(R)
California High Cost Fund - B	2.20%	
California Teleconnect Fund	.00%	

All surcharges, taxes and fees will be charged at levels specified by order of the Commission and other authorities.

- (B) All Federal, state, and local taxes, surcharges, and fees (e.g., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- (C) Applicable federal subscriber line charges, (end user common line charges), and carrier selection and change charges, will apply in addition to the rates and charges specified in this Tariff for the provision of local exchange service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges (Continued)

2.14.2 Tax Exemption Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

COMPETITIVE LOCAL CARRIER

SECTION 2 - RULES AND REGULATIONS (Continued)

2.14 Taxes and Surcharges (Continued)

2.14.2 Tax Exemption Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.