
SECTION 6 - REGULATIONS

Rule 3 Application for Service

- 3.1** Applications for service covered by the filed schedule of rates will be accepted by Carrier or its agents. An applicant for service agrees to pay all charges against such service made in accordance with the provisions of the Tariffs.
- 3.2** The applicant may be asked to provide the following information:
- Service desired,
 - Whether facilities are in place on premises where service is desired,
 - Whether applicant is the owner, agent or tenant of the premises,
 - Date applicant will be ready for service,
 - Address to which bills are to be mailed or delivered,
 - Date of application,
 - Such other information as Carrier may reasonably require.
- 3.3** Carrier will accept an oral or written application from Customer for additions to or changes in the existing service of such Customer.
- 3.4** An application is merely a request for service and does not in itself bind Carrier to provide service except under reasonable conditions, nor does it bind the applicant to take service.

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SECTION 6 - REGULATIONS (Continued)

Rule 4 Contracts or Arrangements

Carrier will offer Contract Service Arrangements to meet the diverse communications needs of Carrier's Customers. All terms and conditions as specified in this Tariff will apply unless otherwise specified in the contract between Carrier and Customer.

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SECTION 6 - REGULATIONS (Continued)

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Rule 5 Special Information Required on Forms

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Rule 6 Establishment or Reestablishment of Credit

Carrier reserves the right to examine the credit record and check the references of all applicants and Customers.

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SECTION 6 - REGULATIONS (Continued)

Rule 7 Deposits and Advance Payments

- 7.1** Carrier may require a Customer without an established credit history to pay a sum up to an amount equal to twice the estimated average monthly charge for LDMTS usage as a deposit. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves Customer from complying with the prompt payment of bills on presentation. At such time as the service is terminated, the amount of the deposit will be credited to Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to Customer at any time prior to termination of the service at the option of Carrier.

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Carrier does not require or collect deposits from Customers for prepaid calling services.

7.2 Credit Limits/Toll Usage Limits

When Customer's credit history is not known, Carrier may perform a credit assessment. Carrier may set toll usage limitations on applicants for service and existing Customers whose financial condition cannot be verified or is otherwise unacceptable to Carrier. Any required deposit or toll usage limits may be increased or decreased by Carrier as it deems appropriate in light of changing conditions.

Rule 8 Notices

Any notice Carrier may give to Customer may be given orally to Customer, or his/her authorized representative, or by written notice mailed to Customer's billing address or to such address as may be subsequently given by Customer to Carrier.

Unless otherwise provided by these Rules, any notice from any Customer or his/her authorized representative must be given by written notice, by mail, to Carrier's business office.

SECTION 6 - REGULATIONS (Continued)

Rule 9 Payment and Billing

9.1 Payment for prepaid calling service is made in advance by Customer at the time prepaid calling service is initially purchased or replenished.

9.2 The security of Customer's authorization codes for prepaid calling service is the responsibility of Customer. All calls placed using Customer's authorization codes shall be deducted from Customer's account.

9.3 A. If notice from Customer of a dispute as to charges is not reported to a Customer Service Representative or received in writing by Carrier within 30 days after the date the charges are incurred, the billing will be considered correct.

B. Customers have at least 22 days after the billing date to remit payment without penalty or termination. Termination of service requires prior written notice.

(D)

9.4 Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer.

9.5 Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at Customer's station and for charges billed Customer for calling card messages. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Carrier may discontinue furnishing said service without incurring any liability.

9.6 The charges for calls are due upon presentation of the bill and are billed and collected by Carrier or its agent.

9.7 Monthly Charges

A. Monthly charges may be billed a month in advance of service or in the current month and reflect the rates in effect as of the date of the invoice. Customer's invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period or to reflect changes in rates.

B. Monthly charges for all access service components billed by Carrier are billed in advance of service and reflect the rates in effect as of the date of the invoice. Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.

C. For the purpose of computing partial month charges, a month is considered to consist of 30 days.

SECTION 6 - REGULATIONS (Continued)

Rule 9 Payment and Billing (Continued)

- 9.8** Customer shall be responsible for the payment of all charges for service provided under this Tariff, including unauthorized charges placed from its equipment. Customer shall be responsible for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
- 9.9** Carrier requires a minimum service commitment of 90 days for DS-0 and DS-1 services, unless specified otherwise. For DS-3 Service, a minimum service commitment of one year is required.

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SECTION 6 - REGULATIONS (Continued)

Rule 10 Disputed Bills

In the case of a billing dispute between Customer and Carrier for service furnished to Customer, which cannot be settled with mutual satisfaction, Customer can take the following course of action within 30 days of the disputed bill's issue date.

- 10.1** First, Customer may request, and Carrier will comply with the request, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 10.2** Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, Customer can appeal to the California Public Utilities Commission for their investigation and decision.

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

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SECTION 6 - REGULATIONS (Continued)

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Rule 11 Discontinuance and Restoration of Service by Carrier

Without incurring any liability, Carrier may under the following conditions discontinue or interrupt service that is being furnished:

- 11.1** For noncompliance with or violation of any applicable state, municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation;
- 11.2** For noncompliance with any of the provisions of this Tariff governing service;
- 11.3** In the event of Customer's use of service in such a manner as to adversely affect Carrier's equipment or service to others;
- 11.4** In the event of unauthorized or fraudulent use of service;
- 11.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing service to Customer;
- 11.6** In order to perform tests and inspections necessary to insure compliance with Tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities;
- 11.7** Carrier shall not be liable to Customer for any damages for service interruption pursuant to this Section;
- 11.8** Carrier reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions;
- 11.9** The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission;
- 11.10** Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind. Carrier may suspend service after notice to subscriber of noncompliance with any provision of this Tariff if such noncompliance is not corrected within 30 days following the receipt of notice;
- 11.11** Carrier may, upon written notice, immediately discontinue service for non-payment of any sum due Carrier for more than 30 days beyond the rendition of the bill for such service, without incurring any liability.

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SECTION 6 - REGULATIONS (Continued)

Rule 12A Information Provided to the Public

This Tariff is on file with the California Public Utilities Commission. In addition, this Tariff is available for review during business hours at the main office of Verizon Select Services Inc., located at 600 Hidden Ridge, 2nd Floor, Irving, TX 75038. In addition, this Tariff is available via internet at www.verizon.com/tariffs or Customers may call 1.800.483.8534 for postpaid cards, 1.877.483.6222 for long distance, or for prepaid cards, call the telephone number on the back of the card.

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SECTION 6 - REGULATIONS (Continued)

Rule 13 Temporary Service

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Rule 14 Continuity of Service

Reserved for Future Use

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SECTION 6 - REGULATIONS (Continued)

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