
SECTION 2 - RULES AND REGULATIONS

2.1 Description of Service

2.1.1 The Company's service is furnished to Customers for interexchange communications originating and terminating within the State of California under the terms of this price list. The Company's service is available twenty-four hours per day, seven days per week, except as otherwise provided in the Company's price lists.

2.1.2 The Company arranges for installation, operation, and maintenance of the service provided in this Price List for the Customer in accordance with the terms and conditions set forth in this Price List. The Company may, when authorized by the Customer, act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the LEC), to allow connection of a Customer's location to the Company's service. The Customer shall be responsible for all charges due for such service arrangements.

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2.2 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's price lists, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. 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 price lists of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other price list provisions which are lawfully made and for which required Notice has been given shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer. Customer provision of false information, or a failure by the Customer to provide material information, in an application for service (either written or verbal) shall be deemed an attempt to avoid payment or to otherwise defraud the Company. In such circumstances, the Company may, at its option and with proper Notice, revoke the application and refuse, cancel or suspend any service provided to the Customer without further liability or obligation to the Customer.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.3 Contracts

[Copies of contracts no longer required as part of the price list under Decision 90-08-032, August 8, 1990.]

2.4 Special Information Required On Forms

[Business forms no long required as part of the price list under Decision 90-08-032, August 8, 1990]

2.5 Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record or other available external sources of credit of an applicant or Customer. The Customer whose service has been disconnected for nonpayment of bills shall be required to pay any unpaid balance due to the Company before service is restored, and a deposit may be required.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.6 Advance Payments and Deposits

2.6.1 Deposits

Deposits may be applied to Customers subscribing to the Company's services as specified in the Company's Interstate General Terms and Conditions. See www.verizon.com/tariffs/productguide.

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2.6.2 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of, or in addition to, a security deposit. The advance payment shall be in an amount equal to, or less than, estimated installation charges plus two months' estimated billing.

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2.7 Notices

Notice of late payment and possible disconnection may be sent to Customers, when applicable. Such notice will be sent via First Class U.S. Mail.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Issuance and Payment of Bills

2.8.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt.

Late payment fees may be charged a late payment fee of 1.5% per month, or the maximum amount allowed by law, whichever is lower. The late payment fee will apply to any overdue charges and will begin to accrue no sooner than the 25th day after the billing date or as allowed by law. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.

2.8.2 The Customer is responsible for payment of all charges for service furnished to or used by the Customer, or the Customer's agents, servants, employees or Customers. The Customer is also responsible for payment of charges for all other third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent in immediately available U.S. dollars. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.8.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via the Customer's Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Issuance and Payment of Bills, (Cont'd.)

- 2.8.4 The Company shall assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.
- 2.8.5 The Customer shall be responsible for payment of rates and charges for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for payment of rates and charges for any calls placed by or through the Customer's equipment via any remote access features.
- 2.8.6 Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program Surcharge rates and the CPUC Reimbursement Fee rate 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.

Exclusions to the CPUC mandated Public Program Surcharge rates are as follows:

1. Universal Lifeline Telephone Service (ULTS) billings
2. Charges to other certificated carriers for services that are to be resold
3. Coin Sent paid telephone calls (coin in box) and debit card calls
4. Customer-specific contracts effective before September 15, 1994
5. Usage Charges for coin-operated pay telephones
6. Directory advertising
7. One-way radio paging

Exclusions to the CPUC Reimbursement Fee rate are as follows:

1. Directory advertising and sales
2. Terminal equipment sales
3. Inter-utility sales

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Issuance and Payment of Bills, (Cont'd.)

2.8.7 A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, calling card calls or third party billed calls which may be billed up to five months after the date service was rendered. An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

2.8.8 Bills are rendered based on the rates in effect at the time service was used.

2.8.9 [Reserved For Future Use]

2.8.10 The Company shall make no refund of overpayment by the Customer unless the claim for such overpayment, together with proper evidence, is submitted to the Company within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discounts shall be adjusted based upon the actual monthly usage after all credits and adjustments have been applied.

2.9 Disputed Bills

Terms of payment shall be according to the rules, regulations, and laws of the State of California. Any objection to billed charges should be reported within 60 days in writing to Verizon Long Distance LLC. Adjustments to Customer's bills shall be made when circumstances exist which reasonably indicate that such adjustments are appropriate.

In the case of a billing dispute or other complaint which is not resolved to the Customer's satisfaction by the billing agency or the Company, the Customer may appeal to the Public Utilities Commission of the State of California at the following location:

California Public Utilities Commission	
Consumer Affairs Branch	(T)
505 Van Ness Avenue	
Room 2003	(T)
San Francisco, California 94102	
1-800 649-7570 (8:30 AM to 4:30 PM, Monday through Friday)	(T)

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.9 Disputed Bills, (Cont'd.)

The Company or the Billing Agent will acknowledge the complaint within thirty (30) days from the date the dispute was reported and make every attempt to resolve the billing dispute within sixty (60) days from the date the dispute was reported to the Company. The Company shall investigate the charges the Customer has informed the Company are in question, and shall reach a determination and communicate it to the Customer within thirty (30) days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the Customer prevails, the no late charge or penalty may be imposed on the amount in dispute.

The Company will not disconnect service to a Customer for nonpayment of a disputed amount if the Customer has: (a) submitted a claim to CAB for informal review; and (b) deposited the disputed amount with the Commission. No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the time any CAB review is pending, no late charges or penalties will be collected, the charge will not be sent to collection and no adverse credit report will be made based on non-payment of the charge.

The Company will not disconnect service to a Customer before seven (7) calendar days after the date the Company notifies the subscriber in writing of the results of the investigation. The Company will not disconnect service prior to the due date shown on the bill.

The Customer has the right to refer billing disputes and any other complaints to the Company at:

Verizon Long Distance LLC
Toll-Free: 888-483-7770

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Discontinuance and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the cancellation of service for charges incurred before cancellation. The Customer shall pay such bills in full in accordance with the payment terms of this price list.

2.10.1 Cancellation by the Customer

The Customer may have service canceled upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. Customers may cancel without termination fees or penalties any new price listed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the Customer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the customer's premises (such as wiring or equipment installation) before the Customer canceled.

2.10.2 Refusal, Suspension or Cancellation of Service without Prior Notice

- A. Service may be suspended by the Company, without prior notice to the Customer, by blocking traffic and all services to certain cities, countries, NPA-NXX exchanges, or individual telephone numbers, when the Company deems it necessary to take such action to prevent unlawful or fraudulent use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new authorization codes to replace ones that have been deactivated. (D)
- B. For violation of law or this price list: Except as provided elsewhere in this price list, the Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, for any violation of terms of this price list, for any actual or apparent violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service. (D)

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Discontinuance and Restoration of Service, (Cont'd.)

2.10.2 Refusal, Suspension or Cancellation of Service without Prior Notice, (Cont'd.)

- C. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to refusal, suspension or cancellation of service, without prior notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- D. For unauthorized or unlawful use of Authorization Codes: Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without prior notice. (D)
- E. The Company may refuse, suspend or cancel service immediately and without prior notice in the event of excessive network usage which is determined to be fraudulent or beyond the Customer's demonstrated ability to pay. (D)
- F. Without prior notice in the event of Customer or Customer's authorized user use of equipment in such a manner as to adversely affect the Company's facilities and/or equipment or service to others.
- G. Without prior notice in the event of tampering with the facilities and/or equipment or services owned by the Company or its suppliers and used to provide service under this price list.
- H. Without prior notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Discontinuance and Restoration of Service, (Cont'd.)

2.10.3 Refusal, Suspension or Cancellation of Service with Notice

The Company may refuse, suspend, or cancel service under the following conditions provided that, unless otherwise stated in this price list, existing Customers shall be given 15 days written notice to comply with any rule or remedy any deficiency.

- A. The Company reserves the right to refuse, suspend, or cancel service for applicants or Customers who cannot show reasonable credit-worthiness or cannot satisfy deposit requirements set forth in this price list.
- B. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue. Cancellation of service for nonpayment is subject to early termination liability obligations set forth in this price list.
- C. For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
- D. For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- E. For use of service for any purpose other than that described in this price list for the application for service.
- F. For neglect or refusal to provide reasonable access to the Company or its agents, employees, or contractors for the purpose of inspection and maintenance of facilities and/or equipment owned by the Company or its suppliers and used to provide service under this price list.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.10 Discontinuance and Restoration of Service, (Cont'd.)

2.10.4 Restoration of Service

If service has been refused, suspended or canceled for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the refusal, suspension or cancellation (if other than nonpayment) is corrected.

2.11 Optional Rates and Information to be Provided the Public

Customers will be promptly notified of new, revised or optional rates available to them from Verizon Long Distance LLC. Pertinent information regarding Verizon Long Distance LLC service is available upon request and open to public inspection by inquiring in person or writing to:

Verizon Long Distance LLC
One Verizon Way
Mail Code VC21E-027A
Basking Ridge, NJ 07920

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Telephone: (703) 886-8900
Facsimile: (908) 766-5267

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Contact: Marie Cataldo, Manager - Regulatory
Telephone: (908) 559-2563
Facsimile: (908) 766-5267

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2.12 Temporary Service

From time to time, Verizon Long Distance LLC may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this price list.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.13 Continuity of Service

- 2.13.1 The Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Company-provided, automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via dial access code. For purposes of credit computation, every month shall be considered to have 30 days and every day 24 hours. For all Company services no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For services billed on a usage basis, credits will be limited to, at maximum, the price of the call that was in progress at the time of the service interruption.

For services with a monthly recurring charge, credit is computed by multiplying the monthly recurring rate by the ratio that the number of hours in the period of interruption bears to 720 hours (30 days times 24 hours). The credit shall be based upon the non-usage charges for the month during which the interruption occurred, excluding equipment and access line charges.

- 2.13.2 The use and restoration of service in emergencies shall in all cases be subject to the priority system specified in Part 64, Subpart D of Chapter 47 of the Code of Federal Regulations
- 2.13.3 An interruption is measured from the time the Customer notifies the Company of the interruption until the trouble is cleared. Each interruption is considered separately for the purposes of establishing credit allowance. Unless otherwise specified in this price list, the credit for a billing period shall not exceed the monthly rate.

2.14 Extensions

Extension service is not offered by Verizon Long Distance LLC.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.15 Service Connections and Facilities on Customers' Premises

- 2.15.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems. Customer is responsible for all charges billed by other carriers in connection with the use of service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of the Customer.
- 2.15.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this price list and the other common carrier's tariffs.
- 2.15.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the services, facilities and equipment of the Company and its suppliers. If the Customer maintains or operates the interconnected services, facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.16 Measurement of Service

See Section 3 – Description of Service and Rates; Conditions Applicable to all Rate Schedules.

2.17 Use of Service

- 2.17.1 Service may be used for any lawful purpose for which it is technically suited. Service may not be used for unlawful purposes.
- 2.17.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, or service provider, as appropriate.
- 2.17.3 Recording of telephone conversations transmitted over service provided by the Company under this price list is prohibited except as authorized by applicable federal, state and local laws.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.18 Limitations of Service

- 2.18.1 Service is offered subject to the availability of the necessary facilities and/or equipment including, but not limited to, billing systems, and subject to the provisions of this price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this price list.
- 2.18.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this price list), or when service is used in violation of provisions of this price list or the law.
- 2.18.3 The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this price list, shall not be liable for errors in transmission or for failure to establish connections.
- 2.18.4 The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating or terminating location.
- 2.18.5 The Company reserves the right to refuse to process calling card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service. The Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call. (D)
- 2.18.6 The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment. In such circumstances, the Company's price list will be revised accordingly.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.18 Limitations of Service, (Cont'd.)

2.18.7 Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

2.18.8 The Company may require the Customer to sign an application for service form furnished by the Company and to establish credit as provided in this price list, as a condition precedent to the initial establishment of service. The Company's acceptance of an application or order for service by an applicant whose credit has not been duly established may be subject to the deposit, advance payment and/or refusal of service provisions described in this price list. The Company may also require a signed authorization from the Customer for additions to or changes in existing service for such Customer. An application for service canceled by the applicant or by the Company prior to the establishment of service is subject to the provisions of this price list concerning cancellation charges.

2.19 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or in the location of service. All terms and conditions contained in this price list shall apply to all such permitted transferees or assignees, as well as all conditions of service.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Liabilities of Company

- 2.20.1 Except in cases of gross negligence or willful misconduct by the Company, the liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this price list (calculated on a proportionate basis where appropriate) for the period during which such error, mistake, omission, interruption or delay occurs.
- 2.20.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.20.3 When the services or facilities of other common carriers or other service providers are used separately or in conjunction with the Company's services, facilities or equipment in establishing connection to points not reached by the Company's services, facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers, or other service providers, or their respective agents, servants or employees.
- 2.20.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, meteorological phenomena, floods, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.20 Liabilities of Company, (Cont'd.)

- 2.20.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or Customers, or by services, facilities or equipment provided by the Customer, or such agents, servants, employees, or Customers.
- 2.20.6 The Company shall not be liable for unlawful use, or use by any unauthorized person, of its service, or for any claim arising out of a breach in the privacy or security of communications transmitted by the Company. The Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telecommunications facilities. Such unauthorized use of its telecommunications facilities includes, but is not limited to, the placement of calls through Customer-provided equipment which are transmitted or carried on the Company's network. The Customer is responsible for controlling access to, and the use of, its own telecommunications facilities.
- 2.20.7 WITH RESPECT TO SERVICE PROVIDED BY THE COMPANY, THE COMPANY HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, NOT STATED IN THIS PRICE LIST, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.21 Liabilities of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- 2.21.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's services, facilities or equipment; and
- 2.21.2 Claims for patent infringement arising from combining or connecting the Company's services, facilities, or equipment with services, facilities, equipment, apparatus or systems of the Customer or the Customer's agents, servants, employees or Customers; and
- 2.21.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or Customers, in connection with any service or facilities or equipment provided by the Company.

2.22 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this price list or separately agreed upon by the Customer and the Company. The Customer is responsible for all costs at his or her premises, including, but not limited to personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.23 Installation

No installation of the Company's services at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

2.24 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company and its suppliers shall be made available to the Company for such inspection, tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.25 Minimum Service Period

The minimum service period is one month (30 days), unless otherwise specified by price list or contract.

2.26 Local Charges and Wireless Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges including, but not limited to, message unit charges or to wireless company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.27 Other Rules

- 2.27.1 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.
- 2.27.2 For demonstration or promotional purposes, services offered to Residential Customers may be provided on a temporary basis over telephone lines designated with a Business class of service or installed in business locations.
- 2.27.3 Demonstration or promotional calls of up to 10 minutes may be offered to existing or prospective Customers to demonstrate new services. Such offerings will be limited to specific locations and dates and may include originating and/or terminating restrictions.
- 2.27.4 Due to billing system limitations, where noted in this price list, certain billing differences may exist based on the specific system utilized for developing and rendering the Customer's bill.
- 2.27.5 From time to time, the Company may offer complimentary limited use phone cards (total value not to exceed \$100) to potential business or residential Customers who respond to, or are targeted by advertising or marketing campaigns. The Company may also offer complimentary limited use phone cards to existing or returning Customers as an incentive to retain such Customers. The limited use phone card allows users to originate outbound, direct dialed domestic long distance calls via a toll free access number. All calls are rounded to the next higher full minute or unit. The limited use phone card shall expire on the date specified on the card, or in the absence of a physical card, on the date specified on the marketing material accompanying the complimentary calling service offer.
- 2.27.6 Pursuant to the requirements of Resolution No. T-16742 and D.96-10-066, regarding California Teleconnect Fund (CTF) discounts, the Company will apply the CTF mandated discount of 50% to any monthly recurring charge applicable to CTF-eligible services. Any such CTF discount will be applied after the application of any FCC E-Rate discount (or other CTF mandated E-Rate equivalent discount) applicable to such CTF-eligible services. CTF-eligible services include T1, Switched 56, ISDN, DS3 or equivalent services.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.28 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide the Customer, upon request, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer. The Company is subject to the privacy rules set forth in Appendix B of California Public Utilities Commission Decision Nos. 83-06-066, 83-06-073, and 83-09-061.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company.

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.29 Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services, unless otherwise specified in this price list. The Pay Telephone Surcharge, which is in addition to standard price listed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information that the originating station is an eligible pay telephone.

Rate per Call	\$0.50
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