
SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resold communications services furnished by MCI Communications Services LLC ("Company") to business customers within the state of Hawaii in accordance with the conditions set forth below. This tariff applies only for the use of the Company's services for communications between and among points within the State of Hawaii. These services may be provided in conjunction with the Company's interstate telecommunications services which are provided under the Company's Federal tariff.

Effective August 1, 2001, pursuant to the direction of the Federal Communications Commission (FCC), MCI WORLDCOM is canceling its federal tariffs for services with certain exceptions, including those pertaining to exchange access, casual calling, and basic long distance service during a 45-day period for customers who sign up for WorldCom service with a Local Exchange Carrier (LEC). International services for Residential and Small Business customers will also remain tariffed through January 27, 2002. Beginning August 1, service descriptions, definitions, terms and conditions, and pricing for the Business Markets services no longer federally tariffed may be found in the "Service Publication and Price Guide" located at the website at <http://www.worldcom.com>. Also, beginning August 1, service descriptions, definitions, terms and conditions, and pricing for state-to-state Residential and Small Business services no longer federally tariffed may be found i) at <http://www.mci.com/service> for Residential services and http://www.mci.com/sb/service_agreement for Small Business services, or ii) by calling 1-800-444-3333.

- 2.1.2 Services offered under this tariff are not offered for the purpose of completing calls between two points within the same local calling area or metropolitan exchange area, as defined in the tariffs of the Local Exchange Telecommunications Company or Companies serving those points.
- 2.1.3 Communication services are provided from all converted equal access end offices within the State of Hawaii where the Company has a point of presence (POP) within the LATAS. Other products will be provided in areas as specified for each product in Section 4 of this tariff.
- 2.1.4 The Company may undertake to provide Special Services to meet a customer's requirements when those requirements cannot be satisfied within this tariff.

2.2 Undertaking of the Company

- 2.2.1 General: The services furnished herein are for the transmission and reception of voice, data and other types of communications. Services provided pursuant to this tariff may be utilized only for the transmission of communications by customers consistent with the terms of this tariff, the rules and regulations of the state of Hawaii.

The Company's services and facilities are available 24 hours a day, 7 days a week.

- 2.2.2 Availability: Service is offered subject to the availability of the necessary facilities and/or equipment. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available.

The Company reserves the right to suspend service or delay service installation until sufficient network facilities are available to meet the anticipated traffic demand or terminate a service request with a full refund of any charges billed to the customer if satisfactory arrangements cannot be concluded within what the Company determines to be a reasonable amount of time.

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2.3 Use of Service

- 2.3.1 Services furnished by the Company may not be used for any unlawful purpose.
- 2.3.2 No restrictions apply on sharing or resale of services. The customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same.
- 2.3.3 Use of the services herein in a manner that could interfere with the services provided to other customers, or harm the facilities of the Company or others is prohibited.
- 2.3.4 In the event that the Company determines, based upon its sole judgement, that there is fraudulent use of either the services furnished by the Company or the Company's network, the Company may without liability to the customer discontinue service and/or seek legal recourse to recover from the customer all costs involved in enforcement of this provision.
 - A. Service may be discontinued by the Company, without notice to the customer, by blocking traffic to or from certain cities, or NXX exchanges, or by blocking calls using certain customer authorization codes such as calling cards codes, when the Company deems, in its sole judgement, it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
 - B. Without incurring any liability, the Company may discontinue the furnishing of service(s) to a customer immediately and without notice if the Company deems, in its sole judgement, that such action is necessary to prevent or protect against fraud or to otherwise protect its personnel, agents, facilities or services.
- 2.3.5 The Company may, but is not required to, advise the customer of abnormal calling patterns or other possible unauthorized use of facilities or calling cards assigned to the customer. Additionally, the Company may, but is not required to, block calls on authorization codes which the Company believes to be unauthorized or fraudulent. In the event the customer advises the Company that the traffic is normal and there is no material unauthorized usage and/or no request is made by the customer to the Company to mitigate the abnormal calling patterns, the customer will be liable for all charges associated with such abnormal calling patterns or other possible unauthorized use.

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2.3 Use of Service (Continued)

- 2.3.6 If a customer utilizes a dedicated access line between the customer's premises and the Company's serving office for the origination or termination of calls, the customer is responsible for payment of all charges for usage over that access line, including any usage which may be fraudulent or unauthorized.
- 2.3.7 The use and restoration of service shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules.
- 2.3.8 With the use of the Company authorization codes, the customer agrees to pay to the Company all charges incurred as a result of any delegation of authority whether authorized or unauthorized resulting in the use of its Company authorization code.

2.4 Liability of the Company

Except as provided in this Section, the Company's sole liability for any claim, loss, expense or damages of any kind, whether direct, indirect, special or consequential, arising from or in any way attributable to acts or omissions of the Company relating to the installation, provision, termination, maintenance, repair, restoration, or billing of any service, feature or option available under this tariff shall be limited not to exceed an amount equal to the monthly recurring charge to the customer for one (1) month, if any, or as otherwise set forth in the outage credit provision of this tariff provided, however, that:

- 2.4.1 The Company's liability for its willful misconduct is not limited by this tariff;
- 2.4.2 The Company is not liable for any failure of facilities or performance of services due to causes beyond its control including, but not limited to, civil disorder, fire, flood, storm or other natural or man-made disasters or elements, labor problems or regulations issued by or action taken by any government agency having jurisdiction over the company or its services or equipment.
- 2.4.3 The Company shall have no liability to any person or entity other than its customer.

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2.4 Liability of the Company (Continued)

- 2.4.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by the customer against the following:
- A. Any claim, loss, expense or damage (including but not limited to, reasonable attorney's fees and expenses) for engaging in a criminal enterprise, defamation, libel, slander, invasion of privacy, infringement of copyright or patent, arising from or in connection with the material, data, information, or other content transmitted over the services or facilities furnished by the Company.
 - B. Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for any act or omission of the customer or its agents and contractors, or due to the failure or Customer-provided equipment, facilities, systems or services.
 - C. Any claim, loss, expense or damage (including, but not limited to, reasonable attorneys' fees and expenses) for personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
 - D. Any use by the customer of the Company's products or services which use has been restricted or limited by action of a government agency having jurisdiction over the customer, the Company or its products or services.
- 2.4.5 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 telephone facilities. This unauthorized use of the customer's facilities includes, but is not limited to, the placement of calls from the customer's premises, and the placement of calls through customer-provided equipment which are transmitted or carried on the Company's network. The Company Corporate Security Department may work with customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the customer is responsible for controlling access to, and use of, its own telephone facilities.
- 2.4.6 All or a portion of the service may be provided over facilities of third parties, and the Company shall not be liable to the customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

SECTION 2 - GENERAL RULES AND REGULATIONS2.4 Liability of the Company (Continued)

- 2.4.7 Where any claim arises out of the Company's acting as a Resp Org or where the Company's Toll-Free Service is not made available on the date committed to the customer, or cannot otherwise be made available after the Company's acceptance of the customer's order, or is provided with a number(s) other than the one(s) committed by the Company to the customer, or the number(s) is not included in the Toll-Free Service Directory Assistance or is included in an incorrect form, or Vertical Features are not obtained or are obtained in error, and any such failure(s) is due solely to the negligence of the Company, in such case the Company's liability, if any, is limited to the lesser of (a) the actual monetary damages incurred and proved by the customer as the direct result of such failure(s), or (b) the sum of \$1,000.
- 2.4.8 The Company shall not be liable for the use, misuse or abuse of a customer's Toll-Free Service by third parties, including, without limitation, the customer's employees or members of the public who dial the customer's toll-free number by mistake. Compensation for any injury the customer may suffer due to the fault of others must be sought from such other parties.
- 2.4.9 In the event that the Company causes the misrouting of calls, the Company's sole liability shall be to provide a credit equal to the charges for the affected calls.
- 2.4.10 The Company reserves the right to immediately suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service Customer if the Company determines in its sole discretion that the Customer is using the Toll-Free Service to make or permit any telephone facility under such Customer's control to be used for any purpose or activity, including but not limited to any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended, and toll-free calls placed with the intent of gaining access to a Customer's outbound calling services without authorization from the Customer.

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2.5 Obligations of the Customer

- 2.5.1 The Customer shall be responsible for damages to the Company's facilities caused by the act or omission of the Customer, its authorized users, officers, directors, employees, agents, contractors, licensees or invitees.
- 2.5.2 The Customer shall provide access to the Customer's or authorized user's premises by the Company personnel for inspection, repair and/or removal of any facilities or equipment of the Company on an unrestricted basis, 24 hours a day, 7 days a week.
- 2.5.3 The Customer will guarantee the performance by its authorized user(s) of all provisions of this tariff and contractual obligations between the Customer and the Company. The Customer will be liable for the acts or omissions of its authorized user(s) relative to the compliance with the provision of this tariff.
- 2.5.4 The Customer may not assign or transfer to a third party, whether by operation of law or otherwise, the right to use the services provided under this tariff, provided however, that where there is not interruption of use or relocation of the services, such assignment or transfer may be made to the following:
 - A. Another Customer of the Company, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any; or
 - B. A court-appointed receiver, trustee or other person acting pursuant to the laws of bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided that the assignee or transferee assumes all accrued and unpaid obligations of the transferring Customer including but not limited to all indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services if any.

If the Customer wishes to assign or transfer the right to use services provided under this tariff, written consent of the Company is required prior to such assignment or transfer which consent may be granted or withheld in the sole discretion of the Company. All regulation and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly and severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

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2.5 Obligations of the Customer (Continued)

2.5.5 The Customer of the Company's I+, O+ (sent paid) and/or Toll-Free Service is responsible for payment for all calls placed:

- via the Customer's local telephone service number(s);
- via dedicated access lines to the Company facilities and/or network;
- via the Customer's Toll-Free Service number(s) either intentionally or mistakenly placed;
- originated at the Customer's number(s);
- accepted at the Customer's number (s) (e.g. collect calls); and
- billed to the Customers number via third number billing.

This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service, Customer provided systems, equipment, facilities, services interconnected to the Customer's local telephone service, O+ (sent paid), dedicated lines or Toll-free Service; which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public. The Company shall verify operator calls billed to a third party number.

Customers are advised that use of telecommunications equipment and service, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and service provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

2.5.6 The Company shall not be liable for any damages, including toll usage charges, the Customer may incur as a result of unauthorized use of its telephone facilities. This unauthorized use of its telephone facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment which are transmitted or carried on the Company network. The Company Corporate Security Department may work with Customers to recommend possible solutions to reduce unauthorized use of their facilities. However, the Company does not warrant or guarantee that its recommendations will prevent all unauthorized use, and the Customer is responsible for controlling access to, and use of, its own telephone facilities.

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2.5 Obligations of the Customer (Continued)

- 2.5.7 The Customer must obtain an adequate number of access lines for Toll-Free Service to handle its expected demand in order to prevent interference or impairment of the service or any other service provided by the Company. The Company will have the right to determine such adequacy giving due consideration to (1) the total call volume; (2) average call duration; (3) time-of-day characteristics; and (4) peak calling period.

The Company, without incurring any liability, may disconnect or refuse to furnish Toll-Free Service to any Customer that fails to obtain an adequate number of lines. In the case of disconnections, the Customer will be notified in writing in advance of the termination of service.

- 2.5.8 Any mistakes, accidents, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to, directly or indirectly, by an act or omission of the Customer, by others, through the use of Customer-provided facilities or equipment, or through the use of facilities or equipment furnished by any other person using the Customer's facilities shall not result in the imposition of any liability upon the Company. The Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including the costs of any local exchange company labor and materials. The Company shall be indemnified, defended and held harmless by the Customer against any and all claims, demands, causes of action and liability relating to services provided pursuant to this agreement.

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2.6 Payment Regulations

- 2.6.1 Service is provided and billed on a monthly basis. Service continues to be provided until 30 days after the Company's receipt of a written request from the Customer for the disconnection of service, unless other restrictions apply. Payment is to be made to the address designated on the invoice or such other location as the Company may direct in writing from time to time. In addition to the charges for the Company's services, the Customer shall pay any applicable federal, state or local use, excise, sales or privileges taxes resulting from the services furnished by the Company. Such taxes shall not be counted toward the attainment of any volume or revenue commitment and will not be discounted.
- 2.6.2 The Customer is responsible for payment of all charges for service furnished by the Company. This includes payment for calls or services (a) originated at the Customer's number(s) whether authorized or not; (b) accepted at the Customer's number(s) (e.g. Toll-Free Service and collect calls); (c) billed to the Customer's number via third number billing, a calling card, a company-assigned authorization code, travel card number, or other special billing number; and/or (d) incurred at the specific request of the Customer.
- 2.6.3 A Customer of Toll-Free Service is responsible for payment for all calls placed to or via the Customer's Toll-Free Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer provided systems, equipment, facilities or services interconnected to the Customer's Toll-Free Service, which use, misuse or abuse may be occasioned by third parties, including, without limitation, the Customer's employees and members of the public who dial the Customer's Toll-free number by mistake.
- 2.6.4 If notice of a dispute with respect to charge(s) is not received, in writing, within thirty (30) days after an invoice is rendered, such invoice shall be deemed to be correct and binding upon the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety. Accounts not paid within thirty (30) days from the due date stated on the bill will be considered delinquent. Delinquent payments may result in the imposition of a late fee at the rate of 1.5% of the unpaid balance per month or the maximum allowable rate under applicable state law.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.6 Payment Regulations (Continued)

- 2.6.5 In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to thirty (30) days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:
- A. First, the Customer may request the Company will provide an in-depth review of the disputed amount.
 - B. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with the Hawaii Public Utilities Commission.
- 2.6.6 If a Customer accumulates more than \$1,000 of undisputed delinquent Toll-Free Service charges, the Company's Resp Org reserves the right not to honor that Customer's request for a Resp Org change and the Company reserves the right not to honor that Customer's request for a carrier change until such undisputed charges are paid in full.
- 2.6.7 In the event that a check or draft tendered by a Customer is returned, a fee of \$20.00 will apply. The fee will be assessed when a check or instrument issued by a Customer is returned without payment for any reason whatsoever, unless the return is a bank error, in which case documentary evidence is required to waive the fee.
- 2.6.8 All stated charges in this tariff are computed by the Company exclusive of any federal, state, or local use, excise, gross receipts, sales, or privilege taxes, duties, fees, or similar liabilities (other than general income or property taxes) whether charged to or against the Company or its Customer. Such taxes, fees, etc. shall be paid by the Customer in addition to the charges stated in this tariff. All such taxes, duties and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- 2.6.9 The Company will bill previously unbilled charges for service to the Customer, provided the associated service was furnished not more than one hundred eighty (180) days preceding the date of the Customer's bill, including the following items:*
- collect calls
 - credit card and calling card calls
 - third party calls
 - "error file" calls (calls which can not be billed due to the unavailability of complete billing information to the Company)

In cases involving toll fraud, the Company may backbill for one and one half (1-1/2) years.

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2.7 Deposits

- 2.7.1 The Company may require applicants or Customers to provide information pertaining to their financial ability to pay for service.
- A. Applicants or Customers whose credit worthiness is not acceptable to the Company or is not a matter of general knowledge, may be denied service or may be required to make, at any time, a deposit in an amount equaling up to two months, actual or estimated, charges for the services provided. The Company may increase the amount of any deposit previously required if, in the Company's sole discretion, it is reasonably necessary under the circumstances.
 - B. All deposits shall bear simple interest at the rate determined by the Hawaii Public Utilities Commission. Interest shall not accrue on any deposit after the date on which a reasonable effort has been made to return it to the Customer. If the Company, in its sole discretion, determines that the Customer is not capable of satisfying its payment obligations, services may be canceled by the Company upon written notice.
 - C. At the Company's option, such deposit may be refunded or credited to the Customer at, or any time prior to, termination of service.

The fact that a deposit has been made in no way relieves the Customer from complying with the regulations with respect to the prompt payment of bills on presentation.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.8 Credit Allowances

2.8.1 Interruption of Service

- A. No credit will be allowed for relinquishing facilities in order to perform routine maintenance.
- B. Credit for failure of service or equipment will be allowed only when such failure is caused by or occurs in facilities or equipment provided by the Company. As used in this tariff, all equipment, facilities and/or services for which the company renders a bill for payment are considered provided by the Company whether or not the equipment, facilities and/or services are owned and operated by the Company.
- C. No credit will be allowed for failures of service or equipment due to Customer user-provided facilities or any act or omission of the Customer or its authorized user(s).
- D. Credit allowance time for failure of service or equipment starts when the Customer notifies the Company of the failure or when the Company has actual knowledge of the failure, and ceases when the service has been restored.
- E. The Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain whether the failure is caused by Customer-provided equipment.
- F. Only those portions of the service or equipment operation materially interfered with will be credited.

2.8.2 Outage Credit

- G. No credit shall be given for an interruption of less than 2 hours.
- H. The Customer shall be credited for an interruption of 2 hours or more at the rate of 1/360th of the monthly charge for the facilities affected for each period of 2 hours or major fraction thereof that the interruption continues. (A billing period has 30 days and service is provided 24 hours a day, 7 days a week. Every month will have 720 hours.)
- I. Where a minimum usage charge is applicable and the Customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of 2 hours or major fraction thereof that the interruption continues.

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2.9 Interconnection

- 2.9.1 When the services or equipment of the Company are interconnected with and/or terminated in any service and/or equipment of another communications common carrier, the Customer shall comply with any applicable tariff regulations of and/or contractual obligations it has to the other communications common carrier.
- 2.9.2 The Company shall be appointed agent of the Customer to arrange interconnection from the Company's point of presence (POP) to the Customer's facilities unless otherwise specified. The Customer shall be responsible for payment of local access line charges for such interconnections secured on its behalf. The rates charged for local access service are subject to change by the local telephone company or other third parties utilized by the Company in arranging local access service. The Customer acknowledges that the Company may rely on the telephone companies for installation and testing of local access lines. The Company is not liable for untimely installation, facilities not operating or equipment that is not provided by the Company.
- 2.9.3 Interconnection of the Company's services or equipment with the services of other communications common carriers is permitted as well as Customer provided communications facilities so long as the facilities and services provided by others do not interfere with the proper functioning of the facilities and services provided by the Company.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.10 Equipment

2.10.1 Customer Obligations

- A. The Customer shall assume all responsibility for obtaining all necessary permits, authorization or consents for interconnecting Customer-provided equipment or facilities with the Company's services or facilities as well as ensuring that the Customer-provided equipment or facilities are properly interfaced with the Company's services or equipment.
- B. Access to and release of Company provided facilities located on the Customer's premises for testing and repair will be required for failures of equipment or service and/or routing maintenance. The Company will notify the Customer in advance of such necessary access or release and will attempt to schedule the access or release at a mutually convenient time. For charges contemplated in the tariff, such testing and repair and/or routine maintenance will be performed during regular business hours. When, at the specific request of the Customer, such routine maintenance, testing and/or repair is performed outside of regular business hours, additional special service charges may apply.
- C. The Customer shall operate its equipment and facilities in such a manner that its use of the Company's facilities shall not interfere with any other Customer's use of the Company's services or equipment.
- D. The Customer shall provide adequate space, electrical power, wiring, HVAC and electrical outlets necessary for the proper operation of the company's equipment on the Customer's and/or authorized user's premises.
- E. The Customer shall be responsible for all loss regardless of cause (other than directly resulting from an act or omission of the Company) to the Company's equipment on the Customer's or its authorized user's premises.
- F. The Customer is responsible for ensuring that, except for Customer authorized and qualified personnel, no one attempt to adjust, modify, move or otherwise interfere in any way with the continuous operation of the Company's equipment located at the Customer's or authorized user premises.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.10 Equipment (Continued)

2.10.1 Customer Obligations (cont'd)

- G. The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company to protect the integrity of service or for safety reasons.
- H. The Customer shall be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for the following:
 - 1. the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - 2. the reception of signals by Customer-provided equipment; or
 - 3. network control signalling where such signalling is performed by Customer-provided network control signalling equipment.

2.10.2 Terminal Equipment

- A. The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided in this tariff. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.
- B. When such terminal equipment is used, the equipment shall comply with the minimum protective criteria set forth below and shall not interfere with service furnished to other Customers. Additional protective equipment, if needed, shall be employed at the Customer's expense.

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2.10 Equipment (Continued)

2.10.2 Terminal Equipment (cont'd)

- C. When service using voice grade facilities is terminated in Customer-provided terminal equipment, channel derivation devices, or communications systems, the Customer shall comply with the following minimum protective criteria:
1. When the facilities furnished under this tariff are used in common with local telephone company services, it is necessary in order to prevent excessive noise and cross talk, that the power of the signal applied to the local lines be limited. A single valued limit for all application cannot be specified. Therefore, the power of the signal in the band over 300 hertz which may be applied by the Customer-provided equipment at the point of termination will be specified by the carrier for each application, to be consistent with the signal power allowed on the telecommunications network.
 2. To protect the telecommunications services from interference at frequencies which are above the band of service provided, the carrier will specify the acceptable signal power in the following bands to be applied by the Customer provided equipment or communications system at the point of termination to insure that the input to Bell's facilities does not exceed the limits indicated.
 - (a) The power in the band from 3,995 hertz to 4,000 hertz shall be at least 18 Db below the power of the signal as specified in Subsection (1) preceding.
 - (b) The power in the band from 4,000 hertz to 10,000 hertz shall not exceed 24 Db below one milliwatt.
 - (c) The power in the band from 10,000 hertz to 25,000 hertz shall not exceed 24dB below one milliwatt.
 - (d) The power in the band from 25,000 hertz to 40,000 hertz shall not exceed 36 Db below one milliwatt.
 - (e) The power in the band above 40,000 hertz shall not exceed 50 Db below one milliwatt.

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2.10 Equipment (Continued)

2.10.2 Terminal Equipment (cont'd)

C. (cont'd)

3. Where there is connection via Customer-provided terminal equipment or communications systems to a Message Telecommunications Service to prevent the interruption or disconnection of calls or interference with network control signaling, it is necessary that the signal applied by the Customer-provided equipment to the interface at no time has energy solely in the 2450 to 2740 hertz band. If signal power is in the 2450 to 2750 hertz band, it must not exceed the power present at the same time in the 800 to 2450 hertz band.
4. Where such Customer-provided equipment or communications system applies, signals having components in the frequency spectrum below 300 hertz, excluding ringing signals, the currents and voltages (including all harmonics and spurious signals) at the interface shall not exceed the limits indicated in (a) through (d) the following:
 - (a) The maximum rms (root-mean-square) value, including dc and ac components of the current per conductor shall not exceed 0.35 ampere.
 - (b) The magnitude of the peak of the conductor or ground voltage shall not exceed 70 volts.
 - (c) The conductor voltage shall be such that the conductor-to-ground voltage limit in (2) preceding is not exceeded. If the signal source is not grounded, the voltage limit in (2) preceding applies to the conductor-to-conductor voltage.
 - (d) The total weighted rms voltage within the band from 50 hertz shall not exceed 100 volts. The total weighted rms voltage is the square root of the sum of the products times the square of the rms voltage of the individual frequency components. The weighing factors indicated.

<u>For Frequencies Between</u>	<u>Weighing Factor</u>
50 hertz and 100 hertz	$f^2/104$
100 hertz and 300 hertz	$f^{3.3}/106.6$

Where f is the numerical value of the frequency, in hertz, of the frequency component being weighted.

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2.10 Equipment (Continued)

2.10.2 Terminal Equipment (cont'd)

- D. If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to the Company's equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require repair, maintenance or the use of protective equipment at the Customer's expense. If such repair, maintenance or use of protective equipment fails to produce satisfactory results, the Company may, upon written notice terminate the Customer's service immediately.
- J. The Customer shall also comply with the minimum protective criteria generally accepted in the telephone industry and other appropriate criteria as may be prescribed by the Company. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the Customer, and that the signals do not damage the Company's equipment, injure personnel or degrade service to other Customers.

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2.11 Cancellation of Service

- 2.11.1 For any of the following reasons, the Company may discontinue service upon at least 10 days' written notice via First Class Mail or cancel an application for all services without incurring any liability. Separate accounts for the same Customer are also subject to this provision.
- A. In the event that a Customer's bill remains unpaid after more than 30 days following rendition of the bill.
 - B. In the event of a violation of any regulation governing the service under this tariff, when necessitated by conditions beyond the Company's control, a violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
 - C. Where the Company is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- 2.11.2 The Company, by written notice to the Customer, may, without incurring any liability, cancel or suspend the provision of service or equipment for non-payment of any sum due to the Company from the Customer, or as a result of actions of a government agency which causes discontinuance of the provision of service or equipment, or for violation or threatened violation of any of the terms or conditions of this tariff by the Customer or authorized user, or if the Customer becomes insolvent or bankrupt, or makes a general assignment for the benefit of creditors or as otherwise permitted by this tariff. Cancellation will be effective on the date specified on the notice.
- 2.11.3 If a Customer of Toll-Free Service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and/or deny requests for additional service. In case of disconnection, the Customer will be notified in writing by fax or U.S. Postal Service in advance of the disconnect.
- 2.11.4 Service may be canceled by the Customer only on not less than 30 days written notice to the Company. In the event the Company is unable to disconnect the Customer's access line by the requested cancellation date, the Customer will be responsible for any usage over the line.
- 2.11.5 The discontinuance of service by the Company pursuant to the Section does not relieve the Customer of any obligations to pay the Company for charges due and owed for service(s) furnished up to the time of discontinuance.

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2.11 Cancellation of Service (Continued)

- 2.11.6 The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.11.7 Except as otherwise provided in this tariff or as specified in writing by the party entitled to receive service, notices may be given orally or in writing to the person(s) whose name(s) and business addresses) appear on the executed service order.
- 2.11.8 Where the Company cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.
- 2.11.9 The Customer shall pay a cancellation charge for services that require special facilities dedicated to its use when the Customer: (a) cancels the order before service begins or (b) cancel service it receives under a Service Agreement but prior to the expiration of the service term, or (c) if service is canceled for nonpayment or failure to make a requested deposit. The Customer will also be liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line if service is canceled for any of the reasons stated in (a), (b), or (c) above.
- A. When the customer cancels an order before service begins the customer shall be obligated to pay as cancellation charges an amount equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the customer, to include, but not limited to, all charges for labor, equipment, engineering, and/or consulting expenses incurred by the Company.
- B. When the customer cancels service it receives under a Service Agreement after service begins but prior to the expiration of the service term, the customer shall be obligated to pay as cancellation charges an amount equal to the non-recoverable portion of expenditures or liabilities incurred expressly for the Customer and the sum of the monthly recurring or minimum usage amount remaining through the end of the service term. The customer is liable for any charges assessed by the interconnecting telephone company providing the dedicated local access line.

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2.12 Reserved for Future Use

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2.13

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2.14 Specific Regulations for Toll-Free Services

- 2.14.1 The Company reserves the right to require an applicant for Company Toll-Free service to supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. The Company may also require that a new traffic forecast be submitted by the Customer quarterly after service is initiated.
- 2.14.2 Toll-Free Service is furnished upon condition that the customer contracts for adequate facilities to permit the use of this service without injurious effects upon it or any service rendered by the Company. The Company may terminate or refuse to furnish Company Toll-Free Service to any applicant, without incurring any liability and without notice to the customer, if the use of the service would interfere with or impair any service rendered by the Company.
- 2.14.3 Use of number(s): Each Company Toll-Free Service telephone number must be placed in actual and substantial use by the customer. "Substantial use,, shall mean a pattern of use that demonstrates an intent on the customer's part to employ the number for the purpose for which it was intended; namely, to allow callers to reach the customer, as indicated, for example, by at least thirty (30) average monthly minutes of use or more. Any toll-free telephone number associated with the Company's Toll-Free Service that has not been placed in actual and substantial use during the first sixty (60) day period after service activation may be re-designated as a spare number in the SMS Toll-Free database by the Company upon written notice to the customer.
- 2.14.4 If the customer requests assignment of a specific Toll-Free Service telephone number, the Company may require the customer to submit a number reservation agreement form to the Company. At no time may a customer have more than ten (10) numbers reserved. Any reservation shall be for no more than sixty (60) days and shall be subject to a reservation fee of \$50 (per toll-free number) which will be credited to the customer's unpaid balance after Company Toll-Free Service has been in actual and substantial use for a consecutive sixty (60) day period.

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2.14 Specific Regulations for Toll-Free Services (Continued)

- 2.14.5 Nothing in this section, or in any other provision of this tariff, or in any marketing materials issued by or on behalf of the Company, shall give any person, including prospective customers who have reserved toll-free telephone numbers hereunder or customers who subscribe to and use the Company's Toll-Free Service or their transferee or assigns, any ownership interest or proprietary right in any particular toll-free number; however, upon placing a number actually and substantially in use, as defined above, Company Toll-free Service customers do have a controlling interest in this toll-free number (s) . The Company's Toll-Free Service customers may retain the use of their toll-free number assignments, even following changes in their toll-free carrier and/or Responsible Organization.
- 2.14.6 If a customer places an order for the Company to carry customer's already existing toll-free number service, the customer shall provide to the Company the contact names, telephone number and address of the customer's Responsible Organization (Resp Org). Upon subscription to the Company's Toll-Free Service, the customer may execute a Letter of Authorization to transfer Resp Org responsibility of its toll-free number(s) to the Company Resp Org. If the customer elects to retain a non-Company Resp Org, the customer must notify the Company of any changes in the customer's Resp Org, in writing, within forty-eight (48) hours of the change. The customer is responsible for all outstanding indebtedness for services provided by a previous Resp Org or toll-free service carrier. The Company assumes no responsibility or liability with respect to any obligations of the customer to such previous service providers existing at the time of transfer to WorldCom.
- 2.14.7 It is the customer's responsibility to provide answer supervision back to the Company point of connection even when the Company Toll-free Service is connected to switching equipment or a customer provided communications system. In such case, the equipment or system must provide appropriate supervision so that the measure of chargeable time begins upon delivery of the call to the customer's switching equipment or communications system and ends upon termination of the call.

SECTION 2 - GENERAL RULES AND REGULATIONS

2.14 Specific Regulations for Toll-Free Services (Continued)

2.14.8 Subject to execution of a Responsible organization (Resp Org) Service Agreement between the Company and the customer, the Company Resp Org will perform the function of Resp Org for all Company Toll-Free Service orders unless the customer requests another Resp Org. The Company Resp Org functions include: (a) search for and reservation of toll-free numbers in the SMS/toll-free; (b) creating and maintaining the toll-free number customer record in the SMS/toll-free; and (c) provision of a single point of contact for trouble reporting.

- A. Where the Company serves as the Resp Org for a Company Toll-Free Service customer, the Company will, at the customer's request, subscribe to Toll-Free Directory Listing for the toll-free number(s) assigned to the customer. A charge for Toll-Free Directory Listings will apply as set forth in Section 4 of this tariff. In the event that a customer transfers its toll-free service to another Resp Org, the Company shall cease to subscribe to Toll-Free Directory Listing Service on behalf of the customer and the customer is responsible for assuring that Toll-Free Directory Listing Service is maintained through the new Resp Org. The customer is responsible for payment of any outstanding Toll-Free Directory Listing charges, including any unexpired portion of any minimum period applicable to such services, and the Company shall have no liability for any interruption or other delay, error, mistake, omission or other defect occurring in connection with the transfer of Toll-Free Directory Listing responsibility.
- K. Where the Company serves as the Resp Org for a Company Toll-Free Service customer, it will, at the customer's request, subscribe to Vertical Features obtained from Local Exchange Company access tariffs. When a Company Toll-Free Service customer uses Vertical Features obtained by the Company from Local Exchange Company tariffs, a charge will apply. This charge may not be counted towards the attainment of any volume or revenue commitment and will not be discounted.
- C. In the event that a customer cancels its Company Toll-Free Service, the customer may elect to retain WorldCom as its Resp Org. Where the Company services as Resp Org for a non-Company Toll-Free Service customer, a charge for Resp Org service will apply as set forth in Section 4 of this tariff.
- D. In the event that a customer cancels its Company Resp Org or Toll-Free Service, the customer shall be responsible for all outstanding indebtedness to the company and any outstanding charges applicable to any services obtained by or on behalf of the customer by the Company.

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2.15 Hawaii Telecommunications Relay Services Surcharge

Pursuant to Hawaii Public Utilities Commission Decision and Order issued on June 9, 2009, in Docket No. 2009-0095, this surcharge is applicable to intrastate billings for services rendered on and after July 1, 2009, and ending on June 30, 2010. The applicable surcharge is 0.12%.