## PART I - CARD SERVICES

## SECTION 2 - REGULATIONS

### 2.1 Undertaking of the Carrier

**2.1.1** Service is furnished for telecommunications originating and terminating within the State under the terms and conditions of this Tariff.

**2.1.2** Carrier shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this Tariff.

**2.1.3** Carrier neither owns nor operates telecommunications facilities within the State, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a Customer of Carrier, and not a customer of any other carrier.

**2.1.4** Service is available 24 hours per day, seven days per week.

### 2.2 Limitations on Service

**2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff.

**2.2.2** Carrier reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this Tariff, or for non-payment by Customer.

**2.2.3** Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of service, except with the consent of Carrier. In the event of such transfer or assignment, all regulations and conditions contained in this Tariff, as well as all conditions for service, shall apply to the assignees or transferees.

**2.2.4** Service may not be used for any unlawful purpose.

**PART I - CARD SERVICES**

**SECTION 2 - REGULATIONS (Continued)**

## 2.3 Limitations on Liabilities

**2.3.1** Carrier's liability shall be limited to damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service, and not caused by mistakes or errors of Customer. No liability shall commence prior to activation of service. In no event shall such liability exceed the charges applicable under this tariff to such service.

**2.3.2** Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any loss of Customer or other, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the operation, failure to operate, maintenance, or use of its service, provided that such occurrence is not the result of Carrier's negligence. No agents or employees of others shall be deemed to be agents or employees of Carrier.

**2.3.3** Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Codes by others. The unauthorized use of Customer Authorization Codes includes, but is not limited to, the placement of calls utilizing Customer's Authorization Codes without the authorization of Customer. Customer shall be fully liable for all such usage charges.

**PART I - CARD SERVICES**

**SECTION 2 - REGULATIONS (Continued)**

**2.4 Discontinuance or Interruption of Service by Carrier**

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

**2.4.1** 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.

**2.4.2** For noncompliance with any of the provisions of this Tariff governing service.

**2.4.3** In the event of Customer's use of service in such a manner as to adversely affect Carrier's equipment or service to others.

**2.4.4** In the event of unauthorized or fraudulent use of service.

**2.4.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing service to Customer.

**2.4.6** 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.

**2.4.7** Carrier shall not be liable to Customer for any damages for service interruption pursuant to this Section.

**2.5 Cancellation or Termination of Service by Customer**

Customer may, at its option, cancel or terminate the use of Service at any time.

**2.6 Restoration of Service**

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.

**PART I - CARD SERVICES**

**SECTION 2 - REGULATIONS (Continued)**

## 2.7 Payment and Billing

**2.7.1** Payment for service is made in advance by Customer at the time Prepaid Calling Service is initially purchased or replenished.

**2.7.2** The security of Customer's Authorization Codes is the responsibility of Customer. All calls placed using Customer's Authorization Codes shall be deducted from Customer's account.

**2.7.3** If notice from Customer of a dispute as to charges is not reported to a customer service representative or received in writing by Carrier not more than 30 days after the date the charges are incurred, the billing will be considered correct.

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

## 2.8 Deposits

Carrier does not require or collect deposits from Customers.

## 2.9 Advance Payments

Other than the purchase price of Prepaid Calling Service, Carrier does not require or collect advance payments.

## 2.10 Taxes

### 2.10.1 General (N)

Service may be subject to state and/or local taxes at the prevailing rates, if service originates and terminates in the State. Taxes are not included in the rates and charges listed herein.

Federal, state and local sales, use excise and other taxes, where applicable, shall be added to the charges contained herein, unless Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility for Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

### 2.10.2 Prepaid Calling Service (N)

Service may be subject to state and/or local taxes at the prevailing rates, if service originates and terminates in the State. Taxes are included in the rates and charges listed herein.

The tariffed rate does not include federal excise tax or state and local tax, which are required by law to be paid at the point of sale. The tariffed rate does include state and local taxes, which are required by law to be paid on usage of the underlying telecommunication service when that service originates and terminates within a particular tax jurisdiction.