

*This tariff, Wide Voice, LLC CPUC Tariff No. 4, replaces, in its entirety Wide Voice, LLC's CPUC Tariff No. 3 currently on file with the California Public Utilities Commission.*

TARIFF SCHEDULE

APPLICABLE TO  
LOCAL EXCHANGE SERVICES

of

WIDE VOICE, LLC

within the  
STATE OF CALIFORNIA

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	PAGE	REVISION
Title	Original		31	Original	61	1 <sup>st</sup> Revised
1	Original		32	Original	62	Original
2	2 <sup>nd</sup> Revised	*	33	Original	63	Original
3	Original		34	Original	64	Original
4	Original		35	Original	65	Original
5	Original		36	Original	66	Original
6	Original		37	Original	67	Original
7	Original		38	Original	68	Original
8	Original		39	Original	69	Original
9	Original		40	Original	70	Original
10	Original		41	Original	71	Original
11	Original		42	Original	72	Original
12	Original		43	Original	73	Original
13	Original		44	Original	74	Original
14	Original		45	Original	75	Original
15	Original		46	Original	76	Original
16	Original		47	Original	77	Original
17	Original		48	Original	78	Original
18	Original		49	Original	79	Original
19	Original		50	Original	80	Original
20	Original		51	Original	81	Original
21	Original		52	Original	82	Original
22	Original		53	Original	83	Original
23	Original		54	Original	84	Original
24	Original		55	Original	85	1 <sup>st</sup> Revised *
25	Original		56	Original	86	Original *
26	Original		57	Original	87	Original *
27	Original		58	Original	88	Original *
28	Original		59	Original	89	Original *
29	Original		60	Original	90	Original *
30	Original				91	Original *

\* - indicates those pages included with this filing

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**TARIFF FORMAT**

This Tariff is divided into the following major sections:

General

Section 1: Preliminary Statement

Section 2: Rules

Section 3: Services

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the California PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Ca. PUC follow in their tariff approval process, the most current sheet number on file with the PUC is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the California PUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

**EXPLANATION OF SYMBOLS**

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify increase.
- (L) To signify material relocated from or to another part of the Tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction
- (T) To signify a change in wording of text but not change in rate, rule or condition.

**SECTION 1 - PRELIMINARY STATEMENT**

**No. 1 General**

- 1.1 This Tariff sets forth the rates and rules of Wide Voice, LLC applicable to its provision of competitive local exchange service within the State of California to Business End Users located in exchange areas served by AT&T California, Verizon California, Inc., SureWest, and Citizens Telephone Company.
- 1.2 The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of telecommunications services throughout the State of California.
- 1.3 The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service.

**No. 2 Availability of the Company's Tariff**

- 2.1 Complete copies of the Company's advice letters and current Tariff are maintained at the Company's business offices located at:

Wide Voice, LLC  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

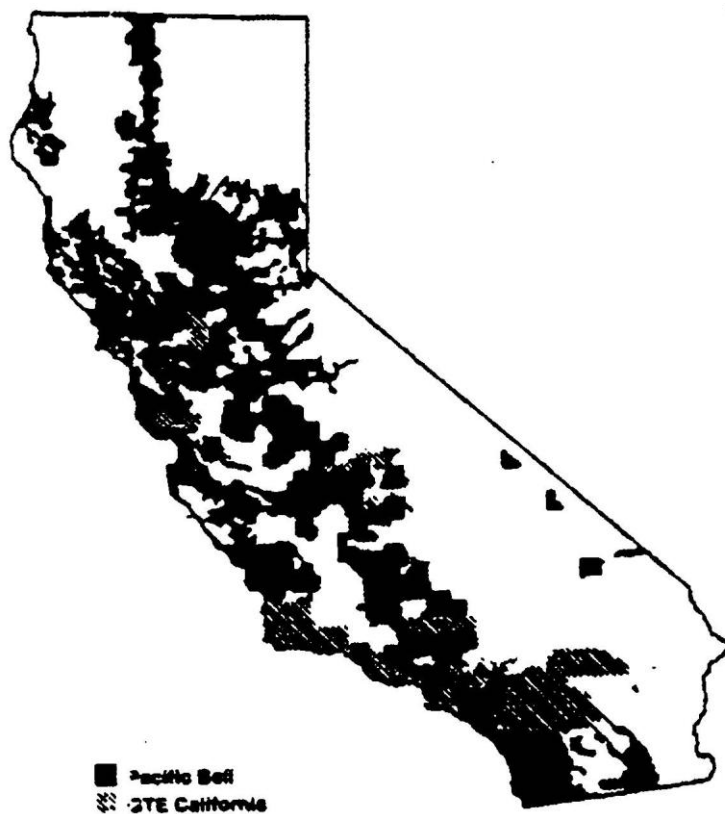
- 2.2 The Tariff is also available for public inspection at the California Public Utilities Commission.

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**SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**

**No. 3 Service Area Map**

- 3.1 The Company has been authorized by the Commission to provide competitive local exchange service within the areas of the State of California currently served by AT&T California Inc., Verizon California, Inc., SureWest and Citizen Telephone Company, as depicted on the following map.



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**SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**

**No. 4 Forms**

4.1 End User Service Order

Wide Voice, LLC  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

DATE \_\_\_\_\_

END USER NAME

END USER ADDRESS

ACCOUNT NUMBER

THANK YOU FOR THE OPPORTUNITY TO PROVIDE YOUR TELECOMMUNICATIONS SERVICE. THE ENCLOSED MATERIAL CONFIRMS: THE SERVICES YOU RECENTLY ORDERED, THE ITEMIZED MONTHLY RATES FOR THOSE SERVICES, AND ANY SERVICE CONNECTION CHARGES. WE LOOK FORWARD TO WORKING WITH YOU AND SUPPORTING ANY OF YOUR FUTURE TELEPHONE SERVICE REQUIREMENTS. PLEASE CONTACT US IF YOU HAVE QUESTIONS OR DESIRE ADDITIONAL INFORMATION.

THANK YOU FOR SELECTING WIDE VOICE, LLC TO BE YOUR TELEPHONE SERVICE PROVIDER

SINCERELY,

WIDE VOICE, LLC



**SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**

**No. 4 Forms (Cont'd)**

4.2 Billing Information

**INVOICE**

END USER COPY: ACCOUNT NUMBER: 000002  
INVOICE NUMBER: 1060831  
PAYMENT DUE BY: 5/01/20XX

INVOICE DATE: 4/01/20XX  
PAYMENT DUE: \$ 187.42  
PLEASE SEND PAYMENT TO:  
Wide Voice, LLC  
410 South Rampart, Suite 390  
Las Vegas, NV 89145

PREVIOUS BALANCE \$ 178.22  
PAYMENTS RECEIVED \$ 178.22      Thank You  
TOTAL PAST DUE \$ 0.00  
CURRENT CHARGES \$ 187.42  
TOTAL AMOUNT DUE \$ 187.42

This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of presentation date. Should you question this bill, please request an explanation. If you believe you have been billed incorrectly, you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94012. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.

FOR BILLING INQUIRIES, CALL: (866) 508-9020  
FOR SERVICE INQUIRIES, CALL: (866) 508-9020

**SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**

**No. 4 Forms (Cont'd)**

4.3 Past Due Notice

REMINDER NOTICE

FOR TELECOMMUNICATIONS SERVICES PROVIDED BY WIDE VOICE, LLC

ACCOUNT ID: <NUMBER>

DATE MAILED: <DATE>

TOTAL AMOUNT DUE: <AMOUNT>

Payment for your account has not been received up to the time of mailing this notice. Please disregard this notice if full payment has been made subsequent to the date mailed on this notice. You are responsible for you're the payment of all charges on your bill and payment is now past due.

**It is important to know that failure to pay the amount designated as Basic Service and Related Charges as stated on your bill by <DATE> may result in the disconnection of telephone service.** If we disconnect your service for non-payment, you must pay the past due amount and a reconnection fee for each line. You may also be required to pay a deposit.

If your Basic Phone Service is interrupted due to non-payment, you will be able to dial 9-1-1 for emergency situations for fifteen (15) days. Do not call 9-1-1 regarding your bill or services. Other services, such as Calling Features and/or the ability to make Long Distance calls, may be cancelled or restricted if not paid. We may also take other action to collect unpaid accounts. To discuss payments please contact us at (866) 508-9020 Monday through Friday, 8AM to 5PM.

**Caution:** If your service is temporarily disconnected, you will continue to access 9-1-1 for 15 days from date of interruption. After that, your service will be permanently disconnected unless we agree to special arrangements made by you. If payment and deposit are not made within 15 days from date of temporary interruption, you will no longer be able to access 9-1-1, also please note installation charges for new service is more than the restoral change.

PLEASE DETACH AND RETURN THE FOLLOWING PORTION WITH PAYMENT

**TOTAL AMOUNT DUE: <AMOUNT>**

Account ID <NUMBER>

Mail Date <DATE>

Amount Enclosed for Payment: \_\_\_\_\_

<NAME>

<ADDRESS>

**SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**

**No. 4 Forms (Cont'd)**

4.4 End User Disconnect Notice

(DATE)  
(END USER NAME)  
(STREET ADDRESS)  
(CITY, STATE, ZIP CODE)  
Re: NOTICE OF DISCONTINUATION OF SERVICE

Dear (END USER NAME):

We are writing to you in regard to the telephone account in the name of (END USER NAME) at the address (END USER ADDRESS). This account is now delinquent in the amount of (AMOUNT). This is to advise you that the telephone service at this address will be discontinued unless payment, or arrangements for payment, of the amount due is made within seven (7) days of the date of this letter. If you have any dispute as to the correct amount of your bill, you may request that Wide Voice, LLC (the "Company") conduct an investigation and review of the disputed amount. This request must be made in writing to Wide Voice, LLC, 410 South Rampart, Suite 390, Las Vegas, NV 89145 Attn: Consumer Services. In order to avoid discontinuation of your telephone service while the Company investigates the disputed amount, you must make the request within seven (7) days of the date of this letter. The request to investigate a disputed portion of your bill must also contain a payment of the undisputed portion of the bill, or the Company will terminate your service. The Company will not discontinue your service for failure to pay for unregulated competitive services. If there is still a disagreement following the Company's investigation and review, you may appeal the Company's determination to the Consumer Affairs Branch of the California Public Utilities Commission (the "CAB"). To avoid disconnection, you must submit the claim and, if the bill is not paid, deposit the amount in dispute with the CAB within seven (7) calendar days after the date the Company has notified you that the investigation and review has been completed and that such deposit must be made or service will be interrupted. The address for the CAB is Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94012. If you are unable to pay the amount due in full at this time, you may make a request that the Company agree to a deferred payment agreement. You may obtain information concerning a deferred payment agreement, and request that arrangements be instituted for a deferred payment agreement, by calling the Customer Service Department at (866) 508-9020 during the Company's regular business hours Monday through Friday from 8AM-5PM.

Sincerely,

Wide Voice, LLC

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**SECTION 1 - PRELIMINARY STATEMENT (Cont'd)**

**No. 4 Forms (Cont'd)**

4.5 Reason for Denial of Services for Failure to Establish Credit

(DATE)

(END USER NAME)

(STREET ADDRESS)

(CITY, STATE, ZIP CODE)

RE: RESPONSE TO REQUEST FOR SERVICE

Dear (END USER NAME):

Wide Voice, LLC (the "Company") has received your application for service with our Company. This letter is to advise you that, unfortunately, the Company cannot provide you with service at this time because our records indicate there is an outstanding balance on your previous account with us in the amount of (AMOUNT). The Company will not provide you service until you pay the past due bill. In addition, once the outstanding bill is paid, the Company may require a deposit before rendering service.

Sincerely,

Wide Voice, LLC

## SECTION 2 - RULES

### **No. 1 Definitions**

**Advance Payment:** Part or all of a payment required before the start of service.

**Access Code:** Denotes a uniform code assigned to the Company. The code has the form 10XXX or 10XXXXX for direct access; 950-0XXX or 950-1XXX for calling card access.

**Agency:** For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**Analog:** A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

**Attendant:** An operator of a PBX console or telephone switchboard.

**Authorized User:** A person, corporation or other entity that is authorized by the Company's End User to utilize service provided by the Company to the End User. The End User is responsible for all charges incurred by an Authorized User.

**Automatic Number Identification ("ANI"):** Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Bit:** The smallest unit of information in the binary system of notation.

**Building:** A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

**Call:** A Communication attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Company's switch or equivalent facility. The term "Call" expressly includes communications that are delivered to, or received from, persons or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers, and residential and/or business users.

**SECTION 2 – RULES (Cont’d)**

**No. 1 Definitions (Cont’d)**

**Call Hold:** Allows the user to hold one call for any length of time provided that neither party goes on-hook.

**Call Transfer:** Allows a user to transfer any established call to another line.

**Central Office:** An operating office of the Company where connections are made between telephone exchange lines.

**Channel:** A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**College:** An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

**Commission or California Public Utilities Commission:** The California Public Utilities Commission (CPUC).

**Communications Services or Service:** The Company's local exchange switched telephone services.

**Communications Systems:** Channels and other facilities which are capable of two-way communications between subscriber -provided terminal equipment or Company stations, even when not connected to exchange and message toll communications service

**Company:** Wide Voice, LLC (“Wide Voice”), the issuer of this Tariff, a competitive local exchange carrier.

**CLC:** Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

**Credit Card:** A Credit Card is an accepted credit card, which is defined as a credit card that the cardholder has requested or applied for and received, or has signed, used or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholders.

**Customer Premises:** A location, or equipment, designated by the Customer for the purposes of connecting to the Company’s services.

**SECTION 2 – RULES (Cont’d)**

**No. 1 Definitions (Cont’d)**

**End User:** Person or entity that enters their name in order to obtain service from the Company. The term “End User” specifically excludes other carriers, including IXCs, that take Service under the terms of this Tariff.

**End User Premises Equipment (EPE):** Equipment provided by the End User for use with the Company's services. EPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**Date of Presentation:** The postmark date on the billing envelope.

**Demarcation Point:** The point at which the Company's facilities end and the End User’s facilities begin. A demarcation point may be located at the minimum point of entry, pedestal, or at the End User’s premises. The Company bears no responsibility for facilities, signals or quality of service at any point on the End User’s side of the demarcation point.

**Digital:** A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

**Direct Inward Dial (“DID”):** A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

**Error:** A discrepancy or unintentional deviation by the Company from what is correct or true. An “error”, can also be an omission in records.

**Evening:** Time period from 5:01 p.m. to 11:00 p.m.

**Exchange:** A geographic area smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

**Exchange Service:** The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

**SECTION 2 – RULES (Cont'd)**

**No. 1 Definitions (Cont'd)**

**Hospital:** An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

**Hotel:** An establishment offering lodging with or without meals to the general public on a day-to-day basis.

**Individual Case Basis or ICB:** An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the End User's situation. ICB specialized rates, services or charges will be made available to similarly situated End Users on a non-discriminatory basis.

**Interexchange Carrier (IXC):** Any individual, partnership, association, joint-stock company, trust, government entity, corporation or other entity engaged in the provision of intrastate, interstate or international communication for hire by wire by any means between two or more exchanges.

**Interface:** That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**Interruption:** The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**Joint User:** A person, firm or corporation which is designated by the End User as a user of services furnished to the End User by the Company and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

**Kilobit:** One thousand bits.

**Kbps:** Kilobits per second, denotes thousands of bits per second.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or by other appropriate means.

**Late Payment Fee:** An amount computed as 1.5% of the unpaid balance per month or portion thereof for the period from the due date of any bill until the payment is received.



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**SECTION 2 – RULES (Cont'd)**

**No. 1 Definitions (Cont'd)**

**Local Call:** A call which, if placed by an End User over the facilities of the Company, is not rated as a toll call.

**Local Calling Area:** The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant local exchange carrier's tariff for that region. AT&T California's local calling area/zone descriptions can be found in AT&T California's CAL. P.U.C. No. A5, Section 5.2.1. Verizon California Inc.'s local calling area/zone descriptions can be found in CAL. P.U.C. No. A28, Section III-B.

**Local Exchange:** A geographic area established by the Company for the administration and pricing of telecommunications services.

**Local Service:** Telephone exchange service within a local calling area.

**Loops:** Segments of a line which extend from the serving central office to the originating and to the terminating point.

**Major Rate Increase:** A rate increase which is greater than a Minor Rate Increase, as defined below.

**Megabit:** One million bits.

**Minor Rate Increase:** A rate increase which is both less than 1% of the Company's total California intrastate revenues and less than 5% of the affected service's rates. Increase shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a Major Rate Increase.

**Mbps:** Megabits, denotes millions of bits per second.

**Move:** The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**Multiline Hunt:** A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

**Network:** Refers to the Company's facilities, equipment, and services provided under this Tariff. The Company may provide and own its own facilities, equipment or services, or may obtain and use those of other providers.

**SECTION 2 – RULES (Cont’d)**

**No. 1 Definitions (Cont’d)**

**Nonpublished Service:** Service in which the End User’s name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

**Nonrecurring Charge:** A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or option features and functions.

**Other Telephone Company:** An Exchange Telephone Company other than the Company or issuer of this Tariff.

**PBX:** A private branch exchange.

**Point of Presence:** A physical place where a carrier has a presence for network access.

**Port:** A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the End User. A port connects a link to the public switched network.

**Premises:** The space or equipment occupied by an End User or authorized user.

**Presubscription:** An arrangement whereby an IXC is selected for the provision of intrastate toll or long distance telephone service. The selected IXC is referred to as the Presubscribed Interexchange Carrier (PIC).

**Public Safety Agency:** The State or any city, county, municipal corporation, public district, public authority, or functional division located in whole or in part within the State which provides or has the authority to provide fire fighting, law enforcement, ambulances, medical, or emergency services. Referred to the End User as Universal Emergency Telephone Number Service.

**Public Safety Answering Point (“PSAP”):** An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

**SECTION 2 – RULES (Cont'd)**

**No. 1 Definitions (Cont'd)**

**Recurring Charges:** Monthly or other periodic (as specified) charges to the End User for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Referral Period:** The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

**Same Premises:** All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

**Service(s):** Local Exchange Service. Includes services and facilities provided for the origination or termination of any telecommunication regardless of the technology used in transmission. This includes, but is not limited to, local exchange, long distance, and data communications services that may use TDM, Internet Protocol (“IP”) or other technology.

**Service Order:** A written request for Communications Services executed by the End User and the Company in the format devised by the Company. The signing of a Service Order by the End User and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.

**Serving Central Office:** The central office from which local service is furnished.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several End Users.

**Simple Interest:** The interest rate that is set for the Federal Reserve’s two-year Treasury bill on the most recent January 31st.

**Station:** Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

**SECTION 2 – RULES (Cont'd)**

**No. 1 Definitions (Cont'd)**

**Suspension:** Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**T-1 System:** A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

**Telephone Call:** A voice connection between two or more telephone stations through the public switched exchange system.

**Termination Of Service:** Discontinuance of both incoming and outgoing service.

**Three-Way Calling:** Allows a user to add a third party to an existing conversation.

**Toll Call:** Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**Traffic:** Another term for Calls. These terms expressly include communications that are delivered to, or received from, person or entities that include, but are not limited to: conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business users.

**SECTION 2 – RULES (Cont’d)**

**No. 1 Definitions (Cont’d)**

**Two-way:** A service attribute that includes outward dial capabilities for outbound calls and the ability to receive inbound calls.

**Universal Emergency Telephone Number (“911”) Service:** Wherever feasible, the Company will provide a universal Central Office number “911” for the use of Public Safety Agencies having the responsibility to protect the safety and property of the general public. It is intended that use of 911 Service will provide the public with a means of simple and direct telephone access to a Public Safety Answering Point.

**User or End-User:** Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the End User.

**VoIP Provider:** Any individual, association, corporation, governmental agency, or any other entity that is providing voice services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

**Weekend:** Time Period from 12:01 Saturday morning to 11:59 Sunday night and the following holidays: New Years Day, President’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

**SECTION 2 – RULES (Cont'd)**

**No. 2 Description of Service**

2.1 Undertaking of the Company

- 2.1.1 The Company undertakes to furnish business communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of California.
- 2.1.2 End User(s) may use service and facilities provided under this Tariff to obtain access to services offered by other service providers. The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own End Users (e.g., NPA 900, NXX 976, etc.).
- 2.1.3 Service is offered for local and long distance calling to End Users pursuant to the terms of this Tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 3 of this Tariff.
- 2.1.4 Service is available 24 hours per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.
- 2.1.5 Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certificated carriers.

**SECTION 2 – RULES (Cont'd)**

**No. 3 Application for Service**

3.1 Application Process

- 3.1.1 Service is provisioned by arrangement between Wide Voice, LLC and its End Users.
- 3.1.2 An End User desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the End User must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the End User may also designate a separate address to which the Company's bills for service shall be mailed.
- 3.1.3 The Company shall designate an address to which the End User shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for service to which the End User shall mail payment on that bill.
- 3.1.4 Service may be initiated based on a written or oral agreement between Wide Voice, LLC and the End User. In either case, prior to the agreement, the End User shall be informed of all rates and charges for the services the End User desires and any other rates or charges which will appear on the End User's first bill. If the agreement is oral, within 10 days of initiating the service order, Wide Voice, LLC will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the End User's bill. The letter must be in a language other than English if the sale was in another language.
- 3.1.5 Within 10 days of initiating service, Wide Voice, LLC shall state in writing for all new End Users all material terms and conditions that could affect what the End User pays for telecommunications services provided by Wide Voice, LLC.

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**SECTION 2 – RULES (Cont’d)**

**No. 3 Application for Service (Cont’d)**

3.2 Cancellation of Application for Service

- 3.2.1 When an End User cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case-by-case basis.
- 3.2.2 Where, prior to cancellation by the End User, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the End User had service begun (all discounted to present value at six percent.)
- 3.2.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, let net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 3.2.4 The End User may have service discontinued upon verbal or written notice to the Company. The Company shall hold the End User responsible for payment of all bills for service furnished until the cancellation date specified by the End User or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.
- 3.2.5 End User may cancel its application for service prior to installation. Any termination shall not relieve the End User of his or her obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the terms of the Service Order shall survive such termination.



**SECTION 2 – RULES (Cont'd)**

**No. 3 Application for Service (Cont'd)**

3.3 Termination Liability

3.3.1 Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a Term Agreement will be equal to the lesser of either:

3.3.1.1 20% of the balance of the total billing payable during the life of the term,  
or

3.3.1.2 the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that End User could have satisfied prior to early discontinuance of service.

3.4 Initiation of Service

3.4.1 Within 10 days of initiating service, the Company shall state in writing for all new End Users all material terms and conditions that could affect what the End User pays for telecommunications services provided by the Company.

3.4.2 Potential End Users who are denied service for failure to establish credit or pay deposit as described in this Tariff must be given the reason for the denial in writing within 10 days of service denial.

**SECTION 2 – RULES (Cont’d)**

**No. 4 Contracts**

Contracts will only be used in special circumstances for Individual Case Basis (“ICB”) service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the End User and Company. Such contract offerings will be made available to similarly situated End Users in substantially similar circumstances.

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**SECTION 2 – RULES (Cont’d)**

**No. 5 Special Information Required On Forms**

5.1 End User Bills

5.1.1 The Company’s name shall be identified on each End User bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the End User may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

5.1.1.1 When the bill shall be paid by the End User to the Company;

5.1.1.2 Billing detail, including the period of service covered by the bill;

5.1.1.3 Late payment charges and when they will be applied;

5.1.1.4 How the End User must pay the bill;

5.1.1.5 How to contact the Company with questions about the bill; and

5.1.1.6 If the End User’s bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an Interexchange Carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

5.1.2 Each bill shall also include the following statement:

*This bill is now due and payable, it becomes subject to a late payment charge if not paid within 30 calendar days of the invoice date. Should you have any questions regarding this bill, please request an explanation from Wide Voice, LLC. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made “under protest” to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission’s Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.*

**SECTION 2 – RULES (Cont’d)**

**No. 5 Special Information Required On Forms (Cont’d)**

5.1 End User Bills (Cont’d)

5.1.3 Deposit Receipts

Each deposit receipt shall contain the following provisions:

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

**SECTION 2 – RULES (Cont'd)**

**No. 6 Advance Payments and Deposits**

6.1 Advance Payments

6.1.1 At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charges and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The amount of the first month's service is credited to the End User's account on the first bill rendered. Advance payments will not be required for usage.

6.2 Deposits

6.2.1 Requirement: The Company may, at its sole discretion, require an applicant or an existing End User to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a End User's credit history at any time to determine if a deposit is required.

6.2.2 Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

6.2.3 Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the End User has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the End User from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. In the event that an End User requests services in addition to basic service, the average bill will reflect the aggregate services requested by the End User.

**SECTION 2 – RULES (Cont’d)**

**No. 6 Advance Payments, Deposits, and Guarantors (Cont’d)**

6.2 Deposits (Cont’d)

- 6.2.4 Refund upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the End User within 30 days of rendition of the final bill, and will include any interest on the deposit as set forth above.
- 6.2.5 Refund after Satisfactory Payment: After prompt and timely payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the End User. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the End User has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.
- 6.2.6 Deposit Receipt: See Rule 5.1.3.
- 6.2.7 Deposits shall not be required if the applicant:
- 6.2.7.A Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, “can-be-reached” number, name of employer, employer's address, End User’s driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.

**SECTION 2 – RULES (Cont'd)**

**No. 6 Advance Payments, Deposits, and Guarantors (Cont'd)**

6.2 Deposits (Cont'd)

6.2.7 (Cont'd)

6.2.7.B A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.

6.2.7.C The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

**SECTION 2 – RULES (Cont’d)**

**No. 7 Notices and Communications**

7.1 Notices

7.1.1 Notice by the Company

7.1.1.1 In General

7.1.1.2 Unless otherwise provided by these Rules, any notice by the Company to the End User or by the End User’s authorized representative will be given in writing either by facsimile to the End User or to the End User’s authorized representative, or by written notice mailed to the End User’s or the authorized representative’s last known address. The Company may provide verbal notice to an End User or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to an End User. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following of the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first



**SECTION 2 – RULES (Cont'd)**

**No. 7 Notices and Communications (Cont'd)**

7.1 Notices (Cont'd)

7.1.1 (Cont'd)

7.1.1.3 Regarding Rate Information:

7.1.1.3.1 Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential End User. Notice of major increases in rates will be provided in writing to the End User and postmarked at least 30 days prior to the effective date of the change. No End User notice (other than a tariff revision filed with the CPUC) shall be required for minor rate increase or rate decrease. End Users shall be advised of optional service plans in writing as they become available. In addition, End Users shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all End Users or which result in reduced service or increased obligations for End Users. The Company shall provide this notice no later than the Company's next periodic billing cycle.

7.1.1.3.2 When the Company provides information to a consumer that is allegedly in violation of its Tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the End User, the Commission may impose appropriate sanctions.

7.1.1.3.3 The Company will notify End Users in writing of a change in ownership or identity of an End User's service provider on the End User's next monthly billing cycle.

7.1.1.3.4 Notices the Company sends to End Users, or to the CPUC, shall be a legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.

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**SECTION 2 – RULES (Cont'd)**

**No. 7 Notices and Communications (Cont'd)**

7.1 Notices (Cont'd)

7.1.2 Notice by End User

7.1.2.1 Unless otherwise provided by these Rules, any notice by the End User or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the End User may be given verbally or by written notice to the Company at the Company's business office (in person or telephonically).

7.1.2.2 The Company or the End User shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the notice set forth herein.

7.1.2.3 The Company shall, upon request, provide any applicant for service or End User the following information:

7.1.2.3.1 The CPUC identification number of its registration to operate as a telecommunications corporation within California.

7.1.2.3.1 The address and telephone number of the CPUC to verify its authority to operate.

7.1.2.3.2 A copy of the CPUC's Consumer Protection Regulations.

7.1.2.3.3 A toll-free number to call for service or billing inquiries, along with an address where the End User may write to the Company.

7.1.2.3.4 A full disclosure of all fictitious names, (i.e., d/b/a names) of the Company.

7.1.2.3.5 The names of billing agents, if any, the Company uses in place of performing the billing function itself.

7.1.2.3.6 Rate information as required in Rule 6 of the Consumer Protection Regulations set forth in D.95-07-054.

**SECTION 2 – RULES (Cont’d)**

**No. 8 Rendering and Payment of Bills**

8.1 Rendering of Bills

8.1.1 End User bills are issued monthly. The End User will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the End User. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30-day month.

8.2 Payment of Bills

8.2.1 Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, credit card, money order, or cashier's check.

8.2.2 End User payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the End User's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt.

8.2.3 However, if a End User's service has been discontinued within the past 12 months or if the End User incurs usage charges during a billing period which are equal to a least 200% of the amount of the End User deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the End User followed by written notification of such demand sent by first class mail. If the requested payment is not made within five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1.5% per month or portion thereof that the bill remains unpaid, or the maximum allowed by law. This amount will be assessed from the date payment was due.

**SECTION 2 – RULES (Cont’d)**

**No. 8 Rendering and Payment of Bills (Cont’d)**

8.2 Payment of Bills (Cont’d)

- 8.2.4 Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date. The late payment date will be prominently displayed on the End User’s bill.

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**SECTION 2 – RULES (Cont’d)**

**No. 9 Disputed Bill Procedure**

9.1 Disputed Bill Procedure

9.1.1 In the case of a dispute between an End User and the Company as to the correct amount of a bill rendered by the Company for service furnished to the End User, which cannot be adjusted with mutual satisfaction, the End User may make the following arrangements:

9.1.1.1 The End User may make a request, and the Company shall comply with the request, for an investigation and review of the disputed amount.

9.1.1.2 The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the “Due by” date shown on the bill. The “Due by” date shall be no sooner than 15 days after the date of presentation. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has notified the End User by written notice of such delinquency and impending termination.

9.1.1.3 If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the End User may appeal to the Consumer Affairs Branch (“CAB”) of the CPUC for an investigation and decision. To avoid disconnection of service, the End User must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the End User that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the End User’s service for nonpayment as long as the End User complies with these conditions.

9.1.1.4 The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the End User’s claim of the disputed amount, communicate the results of its review to the End User and the Company, and disburse the monies deposited by the End User.

**SECTION 2 – RULES (Cont'd)**

**No. 9 Disputed Bill Procedure (Cont'd)**

9.1.2 After the investigation and review are completed by Wide Voice, if the End User elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date Wide Voice notifies the End User that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due by Date shown on the bill.

9.1.3 The address of the CPUC is as follows: California Public Utilities Commission

Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, California 94102  
(415) 703-1170  
(800) 649-7570  
(415) 703-2032 TDD

**SECTION 2 – RULES (Cont'd)**

**No. 10 Termination of Service**

10.1 Termination of Service by End User

- 10.1.1 An End User may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. End Users remain responsible for payment of all bills for services furnished.
- 10.1.2 If an End User cancels his or her order for service before the service begins, a charge equal to the greater of \$25.00 or the actual costs incurred by the Company in provisioning the service prior to the cancellation will be levied upon the End User. However, no charge will be levied if a End User cancels his or her service within three (3) days of the date the order was placed in writing or within three (3) days of the date of the Company's written confirmation. No cancellation charge applies to orders canceled due to delays in installation that are caused by the Company that are ten (10) days past the promised due date. The End User will be informed of the cancellation charge at the time the order is placed.
- 10.1.3 No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the End User.
- 10.1.4 Upon termination, presubscribed End Users may be held responsible for charges thereafter if the End User has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such an End User is continuing to receive service from the Company.

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**SECTION 2 – RULES (Cont’d)**

**No. 10 Termination of Service (Cont’d)**

10.2 Termination of Service By the Company

10.2.1 The Company may discontinue service under the following circumstances:

10.2.1.1 Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the End User may be liable for all reasonable court costs and attorneys fees as determined by CPUC or by the court.

10.2.1.2 A violation of, or failure to comply with, any regulation governing the furnishing of service.

10.2.1.3 An order from a court from another government authority having jurisdiction which prohibits the Company from furnishing service.

10.2.1.4 Failure to post a required deposit or guarantee.

10.2.1.5 In the event that the End User supplied false or inaccurate information of a material nature in order to obtain service.

10.2.1.6 Any violation of the conditions governing the furnishing of service.

10.2.2 Service may be refused or disconnected in the event of illegal use or of intent to defraud the Company. The Company may disconnect service for this reason after sending written notice by certified mail to the End User’s last known address.

10.2.3 Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.

10.2.4 To the extent the Company provides dial tone to End Users using facilities owned or leased by the Company, the Company will continue to provide End Users access to 911 emergency service should service be discontinued by the Company to said End Users until such time as the End User has established service with another carrier. (Also known as “Warm Line.”)



**SECTION 2 – RULES (Cont'd)**

**No. 10 Termination of Service (Cont'd)**

10.3 Notice for Disconnection

10.3.1 Written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the End User's last known address.

10.3.2 Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not be initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve End Users.

10.3.3 Written notice will state:

10.3.3.1 the name and address of the End User whose account is delinquent;

10.3.3.2 the reason for discontinuance;

10.3.3.3 the amount that is delinquent (if applicable);

10.3.3.4 the date when payment or arrangements for payment are required in order to avoid termination;

10.3.3.5 the procedure the End User may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 9;

10.3.3.6 the procedure the End User may use to request amortization of the unpaid charges;

10.3.3.7 the telephone number of a the Company representative, who can provide additional information or institute arrangements for payment;

10.3.3.8 the telephone number of the CPUC Consumer Affairs Branch where the End User may direct inquiries;

10.3.3.9 local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

**SECTION 2 – RULES (Cont'd)**

**No. 10 Termination of Service (Cont'd)**

10.4 Restoration of Service

The End User may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a End User's check for payment of service has been dishonored, excepting bank error, within the last twelve months. A restoration charge will apply after the disconnection of service; if, however, the equipment necessary for service has been removed, a complete activation fee will apply.

**SECTION 2 – RULES (Cont'd)**

**No. 11 Temporary Service**

From time to time, Wide Voice may agree to install temporary service for an End User for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by End Users on such temporary service will be subject to the regulations provided in this Tariff.

**SECTION 2 – RULES (Cont’d)**

**No. 12 Continuity of Service**

12.1 Allowances for Interruptions in Service

12.1.1 Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the End User, or to the failure of channels, equipment or communications system provided by End User, are subject to the general liability provisions set forth in Rule 16, herein. It shall be the obligation of the End User to notify the Company of any interruptions in service. Before giving such notice, End User shall ascertain that the trouble is not being caused by any action or omission of End User, not within his control, or is not in wiring or equipment connected to the terminal of Company.

12.2 Credit for Interruptions

12.2.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Tariff. An interruption period begins when the End User reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the End User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

12.2.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. In no case will the credit for interruption exceed the monthly recurring charges for the service affected.

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**SECTION 2 – RULES (Cont’d)**

**No. 12 Continuity of Service (Cont’d)**

12.2 Credit for Interruptions (Cont’d)

12.2.3 A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

<u>Interruption of 24 hours or less:</u>	<u>Interruption Period to be Credited</u>
Less than 30 minutes	None
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours and less than 72 hours:

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any 24-hour period.

Interruption over 72 hours:

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

**SECTION 2 – RULES (Cont’d)**

**No. 12 Continuity of Service (Cont’d)**

12.3 Limitations on Allowances

12.3.1 No credit allowance will be made for:

- 12.3.1.1 Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the End User, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- 12.3.1.2 Interruptions due to the negligence of any person other than the Company, including but not limited to the End User or other common carriers connected to the Company's facilities;
- 12.3.1.3 Interruptions due to the failure or malfunction of non-Company equipment;
- 12.3.1.4 Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- 12.3.1.5 Interruptions of service during a period in which the End User continues to use the service on an impaired basis;
- 12.3.1.6 Interruptions of service during any period when the End User has released service to the Company for maintenance purposes or for implementation of a End User order for a change in service arrangements; or
- 12.3.1.7 Interruption of service due to circumstances or causes beyond the control of the Company.

**SECTION 2 – RULES (Cont'd)**

**No. 12 Continuity of Service (Cont'd)**

12.4 Temporary Suspension for Repairs

- 12.4.1 The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the End Users who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.
- 12.4.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of End Users' service.
- 12.4.3 The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**SECTION 2 – RULES (Cont'd)**

**No. 13 Service Connections and Facilities on End Users' Premises**

- 13.1 Service furnished by Wide Voice, LLC may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Wide Voice is not part of a joint undertaking with such carriers.
- 13.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. End User is responsible for taking all necessary legal steps for interconnecting his or her End User-provided terminal equipment or communications systems with carrier's facilities. End User shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- 13.3 Company's facilities and service may be used with or terminated in End User-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of End User, except as otherwise provided. End User is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.



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**SECTION 2 – RULES (Cont’d)**

**No. 14 Measurement of Service**

14.1 Calculation of Distance

14.1.1 When charges for calls are mileage sensitive, airline mileage is computed as described below.

14.1.2. Calls are measured and rounded to the higher full minute from the serving wire center of the End User’s originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the “V” and “H” coordinates as defined by Telcordia and NECA Tariff FCC No. 4 in the following manner:

14.1.2.1 Step 1: Obtain the “V” and “H” coordinates for the originating and terminating wire centers.

14.1.2.2 Step 2: Obtain the difference between the “V” coordinates of each of the serving wire centers. Obtain the difference between the “H” coordinates.

14.1.2.3 Step 3: Square the differences obtained in Step 2.

14.1.2.4 Step 4: Add the squares of the “V” difference and “H” difference obtained in Step 3.

14.1.2.5 Step 5: Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

14.1.2.6 Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

**SECTION 2 – RULES (Cont'd)**

**No. 15 Telephone Number Changes**

- 15.1 When a business End User requests a telephone number change, the referral period for the disconnected number is 180 days.
- 15.2 The Company reserves all rights to the telephone numbers assigned to any End User. The End User may order a Customized Number where facilities permit for an additional charge.
- 15.3 When service in an existing location is continued for a new End User, the existing telephone number may be retained by the new End User only if the former End User consents in writing, and if all charges against the account are paid or assumed by the new End User.
- 15.4 The End User has no property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of End Users who discontinue service may be reassigned 30 days from the date of discontinuance of service.
  - 15.4.1 An End User who wishes to retain his or her existing telephone number when that End User changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding.

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**SECTION 2 – RULES (Cont’d)**

**No. 16 Limitation of Liability**

16.1 Limitation of Liability

- 16.1.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff, except that the Company will serve all locations within 300 feet of its facilities, provided that the Company can obtain reasonable access to the End User’s demarcation point. Beyond the 300 feet service requirement, 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 Tariff.
- 16.1.2 The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- 16.1.3 In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- 16.1.4 Except as provided above, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the End User for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the End User for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect. Company will not be liable to its wholesale users’ retail end users for any errors caused by the wholesale user.
- 16.1.5 The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

**SECTION 2 – RULES (Cont'd)**

**No. 16 Limitation of Liability (Cont'd)**

16.2 Directory Errors

16.2.1 The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:

16.2.1.A For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the End User for exchange service during the effective life of the directory in which the error or omission occurred.

16.2.1.B For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.

16.2.1.C For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the End User for exchange service during the period the error or omission occurred.

16.2.1.D For listings in information records furnished at additional charge, an amount no in excess of the charge for the listing during the period the error or omission continued.

16.2.1.E For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

**SECTION 2 – RULES (Cont'd)**

**No. 17 Limitations of Service**

- 17.1 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this Tariff or the law.
- 17.2 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 Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 17.3 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.
- 17.4 The Company reserves the right to refuse an application for service made by a present or former End User who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**SECTION 2 – RULES (Cont'd)**

**No. 18 Use of Service**

18.1 Use of Service

- 18.1.1 Service may be used by the End User for any lawful purpose for which the service is technically suited.
- 18.1.2 The End User obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- 18.1.3 Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- 18.1.4 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the End User's option. Service may only be resold or shared in accordance with the provisions of the specific service. The End User remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The End User must advise its End Users that a portion of its service is provided by the Company, but the End User shall not represent that the Company jointly participates with the End User in the provision of the service.
- 18.1.5 Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current End User relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

**SECTION 2 – RULES (Cont'd)**

**No.18 Use of Service (Cont'd)**

18.2 Use and Ownership of Equipment

18.2.1 The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The End User is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the End User's premises, including loss or damage caused by agents, employees or independent contractors of the End User through any negligence.

18.3 Unauthorized Use

18.3.1 Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.

18.3.2 Service shall not be used for any purpose in violation of law.

18.3.3 Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other End Users, or interfere with the Company's reasonable ability to provide the service to others.

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**SECTION 2 – RULES (Cont’d)**

**No. 19 Responsibilities of the End User**

- 19.1 The End User is responsible for: 1) placing any necessary orders; 2) complying with Tariff regulations; 3) for assuring that users comply with Tariff regulations; 4) payment of charges for calls originated from the End User’s telephone lines.
- 19.2 The End User is responsible for arranging access to its premises at times mutually agreeable to Company and the End User when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- 19.3 The End User is responsible for maintaining its terminal equipment and facilities in good operating condition. The End User is liable for any loss, including loss through theft, of any Company equipment provisioned at End User’s premises.
- 19.4 The End User shall be responsible for all calls placed by or through End User’s equipment by any person. In particular and without limitation to the foregoing, the End User is responsible for any calls placed by or through the End User’s equipment via any remote access features. The End User is responsible for all calls placed via their authorization code as a result of the End User’s intentional or negligent disclosure of the authorization code.
- 19.5 The End User and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the End User, authorized user, or joint user furnished or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any commission or omission by the End User, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the End User, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.



**SECTION 2 – RULES (Cont’d)**

**No. 19 Responsibilities of the End User (Cont’d)**

- 19.6 In addition and without limitation, the End User, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

**SECTION 2 – RULES (Cont'd)**

**No. 20 Non-routine Installation and/or Maintenance**

20.1 End User Charges

At the End User's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company may apply. If installation is started during regular business hours but, at the End User's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**SECTION 2 – RULES (Cont'd)**

**No. 21 Individual Case Basis (ICB) and Special Assembly Arrangements**

21.1 Individual Case Basis

The Company may develop case-by-case arrangements in response to an End User's or prospective End User bona fide request to develop a bid for a service offered under this Tariff (ICB). Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the End User in writing and on a nondiscriminatory basis.

21.2 Special Assembly Arrangements

The Company may provide a unique intrastate service arrangement for an End User where no tariffed service exists for the service. The unique service can be provided to the End User via a Special Assembly.

**SECTION 2 – RULES (Cont'd)**

**No. 22 Services for the Deaf and Disabled**

22.1 California Relay Service

22.1.1 The Company will provide telecommunications relay access to a telephone relay center for California Relay Service when requested. In addition, the Company will participate in the Deaf and Disabled Equipment Program. The Company will provide access to both of these services through arrangements with other telecommunications carriers.

22.1.2 The Relay Service permits telephone communications between hearing and/or speech-impaired individuals who must use a TDD or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired End Users to use.

22.1.3 Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this Tariff.

22.1.4 The following calls may not be placed through the Relay Service:

22.1.4.A calls to informational recordings and group bridging service:

22.1.4.B calls to time or weather recorded messages;

22.1.4.C station sent paid calls from coin telephones; and

22.1.4.D operator-handled conference service and other teleconference calls.

**SECTION 2 – RULES (Cont'd)**

**No. 23 Universal Emergency Telephone Number Service**

23.1 General

- 23.1.1 This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.
- 23.1.2 911 information consisting of the names, addresses and telephone numbers of all telephone End Users is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call-by-call basis, only for responding to an emergency call in progress.
- 23.1.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 23.1.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.



**SECTION 2 – RULES (Cont'd)**

**No. 24 Change of Service Providers**

24.1 Unauthorized Service Termination and Transfer

The Company shall restore the End User's service to the original carrier without charge to the End User where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the End User. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. This applies as well to switches initiated by agents of Company. A penalty or fine of \$500 may apply for each violation of this rule.

**SECTION 2 – RULES (Cont’d)**

**No. 25 Privacy**

25.1 General

25.1.1 The Company shall not make available to any other person or corporation End User information that is not public without first obtaining the End User’s consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new End User, and on an annual basis for existing End Users, a description of how the Company handles the End User’s private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the End User.

25.1.2 The Company adopts and will comply with the privacy rules set forth in Appendix B of CPUC Decision Nos. 83-06-066, 83-06-073, and 83-09-061. As set forth below, the Company may be required to release nonpublic End User information without first notifying the End User and obtaining written consent. For example, the Company will provide required End User information to an emergency agency answering a 911 call or other call communicating an imminent threat to life or property; to law enforcement agencies in response to lawful process; to collection agencies for the purpose of collecting unpaid debts; to other telephone companies (including local and long distance carriers) as necessary to provide service within or between service areas; and to the Federal Communications Commission or the CPUC. The Company may be required to provide the names and addresses of End Users subscribing to Lifeline service to other certificated California utilities for use in outreach programs.

25.2 End User Credit Information and Calling Records

25.2.1 CPUC Decision Nos. 92860 and 9336, directs that each communications utility incorporate the provisions of the privacy rule set out in Appendix B of that decision as a part of its Tariff. The Company adopts that rule as set out in Appendix B:



**SECTION 2 – RULES (Cont’d)**

**No. 25 Privacy (Cont’d)**

25.2 End User Credit Information and Calling Records (Cont’d)

25.2.2 Release of Credit Information and Calling Records

25.2.2A Definitions

25.2.2.A.1 Credit Information – An End User’s credit information is the information contained in the End User’s utility account record, including but not limited to: account established date, “can-be-reached” number, name of employer, employer’s address, End User’s social security and/or driver’s license number, billing name, location of previous service. Not included in End User credit information for purposes of these rules are: non-published End User information, or End User’s name, address, and telephone number as listed in the telephone directory.

25.2.2.A.2 Calling Records - Calling Records are the records of calls made from a End User’s telephone no matter how recorded and regardless of whether such information appears in the End User’s monthly telephone service bill. Toll records, the name and address of the called party, and pen registered are examples of calling records.

25.2.2.B Release of End User Credit Information and Calling Records

25.2.2.B.1 An End User’s credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

25.2.2.B.1(a) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or

**SECTION 2 – RULES (Cont'd)**

**No. 25 Privacy (Cont'd)**

25.2 End User Credit Information and Calling Records (Cont'd)

25.2.2 Release of Credit Information and Calling Records (Cont'd)

25.2.2.B Release of End User Credit Information and Calling Records (Cont'd)

25.2.2.B.1(Cont'd)

25.2.2.B.1(b) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.

27.2.2.B.1.(c) Upon receiving permission of the End User to release the information.

27.2.2.B.2 Deferral of Notice

27.2.2.B.2.(a) Notification to the End User will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made, upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the End User of its receipt of the subpoena before divulging the information or records requested.

27.2.2.B.2.(b) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the End User would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.

**SECTION 2 – RULES (Cont'd)**

**No. 25 Privacy (Cont'd)**

25.2 End User Credit Information and Calling Records (Cont'd)

25.2.2.B Release of End User Credit Information and Calling Records (Cont'd)

25.2.2.B.2 Deferral of Notice (Cont'd)

25.2.2.B.2.(c) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, by another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.

25.2.2.B.2.(d) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the End User.

25.2.2.B.3 Exception to Procedure for Release of Credit or Calling Records

25.2.2.B.3.(a) The procedure set forth above does not apply where the requester is a collection agency working for the utility on the End User's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

25.2.3 Retention of Records

25.2.3.A Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the End User is notified in writing of the request. A copy of the letter of notification which was sent to the End User shall also retained for a like period of one year.

**SECTION 2 – RULES (Cont'd)**

**No. 26 Directories**

The Company will make one printed directory available to each End User at no charge. Such directories may be supplied by the incumbent local exchange carrier or other third party.

**SECTION 2 – RULES (Cont'd)**

**No. 27 Legal Requirements for Refusal or Discontinuance of Service**

- 27.1 California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

27.1.1 "Appendix B"

Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a End User upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.

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**SECTION 2 – RULES (Cont’d)**

**No. 27 Legal Requirements for Refusal or Discontinuance of Service (Cont’d)**

27.1 (Cont’d)

- 27.1.2 Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- 27.1.3 If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.
- 27.1.4 Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- 27.1.5 The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.

**SECTION 2 – RULES (Cont’d)**

**No. 27 Legal Requirements for Refusal or Discontinuance of Service (Cont’d)**

27.1 (Cont’d)

- 27.1.6 At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
- 27.1.7 Each contract for communications service, by operation of law, shall be deemed to, contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- 27.1.8 The term “person,” as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- 27.1.9 The term “communications utility,” as used herein, includes a “telephone corporation” and a “telegraph corporation,” as defined in Division 1 of the California Public Utilities Code.

**SECTION 2 – RULES (Cont'd)**

**No. 28 Blocking Access to 900 and 976 Information Services**

At the request of an End User, the Company shall block that End User's access to 900 and 976 pay-per call telephone information services. The Company shall inform its End Users of the availability of this service at the time service is ordered.



**SECTION 2 – RULES (Cont'd)**

**No. 29 Demarcation Points**

29.1 Responsibilities

29.1.1 The Company will provide facilities, equipment, and services to its demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the demarcation point, including those located at that point.

29.1.2 The End User is responsible for the completion of services beyond the Company's demarcation point.

29.1.3 End User requested services beyond the demarcation point, or via some other technical arrangement, may be provided by the Company at the End User's expense.

29.2 Demarcation Point

29.2.1 The Company's Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or End User.

29.2.2 Where a Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

29.2.3 The Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

**SECTION 2 – RULES (Cont'd)**

**No. 30 Information to be Provided to the Public**

A copy of this Tariff will be available for public inspection at the California Public Utilities Commission and can be obtained at a nominal cost to recover photocopying, postage, and/or transmission expenses. This Tariff and cancelled Tariff sheets are also available for inspection during normal business hours at Carrier's principal place of business: 410 South Rampart, Suite 390, Las Vegas, NV 89145, and can be obtained at a nominal cost to recover photocopying, postage, and/or transmission expenses. In accordance with the Commission's rules, new or optional rates will be submitted to the Commission by Advice Letter on a case-by-case basis.

**SECTION 2 – RULES (Cont'd)**

**No. 31 Employee Service**

There are no employee rates in effect.

**SECTION 2 – RULES (Cont'd)**

**No. 32 Claims**

- 32.1 With respect to any service or facility provided by the Company, the End User shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees as ordered by the Commission or by a Court for:
- 32.1.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the End User, its employees, agent, representatives or invitees; or
  - 32.1.2 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the End User, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the End User and the Company.

**SECTION 2 – RULES (Cont'd)**

**No. 33 Interconnection Facilities**

Interconnection between subscriber and Company are made through switched access on dedicated and non-dedicated facilities.

**SECTION 2 – RULES (Cont'd)**

**No. 34 Inspections**

- 34.1 Carrier may, after notification to the Subscriber, and at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding equipment and interconnections are being complied with in the installation, operation and maintenance of Company-provided equipment and in the wiring of the connection of End User channel to Company-provided facilities.
- 34.2 If the protective requirements in connection with Company-provided equipment are not being complied with, Carrier may take such action as necessary to protect its equipment, facilities and personnel.

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**SECTION 2 – RULES (Cont’d)**

**No. 35 Taxes and Surcharges**

35.1 The End User is responsible for the payment of any sales, use, excise, access, utility user or other local, state and federal taxes, charges or surcharges, howsoever denominated, (excluding taxes on the Company’s net income) imposed on or based upon the provision, sale, or use of any service provided pursuant to this Tariff.

All such taxes and surcharges shall be itemized on the Company’s bills to the End User. Pursuant to Resolution T-16901.

For a list of the Public Program surcharges and the Reimbursement Fee, and the amounts, please refer to AT&T California’s tariff references below:

Reference to AT&T’s Schedules

Surcharge to Fund California Public Utilities Commission	
Reimbursement Fee	2.1.37
California High Cost Fund-A Surcharge (CHCF-A)	2.1.38
California High Cost Fund-B Surcharge (CHCF-B)	2.1.39
California Teleconnect Fund Surcharge	2.1.42
Deaf and Disabled Telecommunications Program	5.2.3(D)

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**SECTION 2 – RULES (Cont’d)**

**No. 36 Discounted Services to Qualifying Entities**

36.1 Decision 96-10-066 authorizes discounted services for qualifying schools, libraries, hospitals and health clinics, and community based organizations. The program is funded through a surcharge on all end-users of intrastate telecommunications services.

36.1.1 Schools and Libraries

Public or nonprofit private schools that provide elementary or secondary education and that have endowments under \$50 million. The 50% CTF discount applies after applying the FCC’s actual E-rate. However, if a school does not have an actual E-rate, the statewide average E-rate discount will first apply prior to applying the CTF discount. Please note that the “statewide average E-rate discount” is used solely for the purpose of calculating the CTF discount. The End User is still responsible for paying the statewide average E-rate discount amount to its service provider.

Libraries eligible to participate in state-based plans for funds under Title III of the Library Services and Technology Act. The 50% CTF discount applies after applying the FCC’s actual E-rate. However, if a library does not have an actual E-rate, the statewide average E-rate discount will first apply prior to applying the CTF discount. Please note that the “statewide average E-rate discount” is used solely for the purpose of calculating the CTF discount. The End User is still responsible for paying the statewide average E-rate discount amount to its service provider.

36.1.2 Hospitals and Health Clinics Hospitals and health clinics that are owned and operated by a municipal, county government, or a hospital district qualify. for a 50% discount off tariffed rates for the following services: Switched 56, ISDN, T-1 and DS-3 services, or their functional equivalents.

36.1.3 Community Based Organizations (CBOs) Community Based Organization must be a tax-exempt organization as described in Section 501 (c)(3) or 501 (d) of the Internal Revenue Code, Title 26 of the United States Code and must also have a Form 990. Second, they must offer health care, job training, job placement, 2-11 referral services and information, educational instruction, or a community technology program offering access to and training in the Internet and other technologies. Hospitals and health clinics that are not government-owned and operated may qualify for this program provided all board of directors members are residing within California and meet all the criteria set forth in the CTF Application and Instructions.



**SECTION 2 – RULES (Cont'd)**

**No. 36 Discounted Services to Qualifying Entities (Cont'd)**

- 36.1.4 All California Community Colleges qualify for the discounts. A college needs to submit an application with its current MIS code.
- 36.1.5 California Telehealth Network (CTN) participants are eligible for CTF discounts. The CTF program will subsidize 50% of the remaining 15% of the CTN-related services, including Multi Protocol Label Switching (MPLS), not paid for by the FCC's Rural Health Care Pilot Program.
- 36.1.6 Any CTN participant that does not meet the current CTF-eligibility criteria will be qualified to receive the CTF discount on CTN-related services only. However, CTN participants that meet the CTF-eligible criteria can individually apply and obtain CPUC approval to receive CTF discounts on CTF-eligible services that are unrelated to the CTN project.
- 36.1.7 The discounted rates available under this Rule may not be resold to, or shared with, any other non-qualifying entity or person.

**SECTION 3 – SERVICES**

**No. 1 Service Charges**

1.1 Service Order Charge

1.1.1 The Service Order Charge is a nonrecurring charge which applies to administrative processing of orders for the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoration of service after suspension or termination for nonpayment. The Company may from time to time waive or reduce the charge as part of a promotion. Promotions will be submitted to the CA PUC for prior approval, as required.

Per Order                                      \$ 35.00

1.2 Restoral Charge

1.2.1 A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service.

Per Account                                    \$ 35.00

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**SECTION 3 – SERVICES (Cont'd)**

**No. 1 Service Charges (Cont'd)**

1.3 Moves, Adds and Changes

1.3.1 The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

1.3.2 The End User will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

1.3.2.A Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

1.3.2.B Add: The addition of a vertical service to existing equipment and/or service at one location.

1.3.2.C Change:Change - including rearrangement or reclassification of existing service at the same location.

1.3.2.D Business Charge per:

Moves	\$ 10.00
Adds	\$ 10.00
Change	\$ 10.00

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**SECTION 3 – SERVICES (Cont'd)**

**No. 1 Service Charges (Cont'd)**

1.4 Charges Associated With Premises Visit

1.4.1 Trouble Isolation Charge

1.4.1.A When a visit to the End User's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to End User-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

	<u>1<sup>st</sup> 15 Minutes</u>	<u>Each Add'l 15 Minutes (or fraction)</u>
Company Work Day	\$ 60.00	\$ 30.00
Non Company Work, except Sunday or Holiday	\$ 90.00	\$ 45.00
Sunday or Holiday	\$ 120.00	\$ 60.00

**SECTION 3 – SERVICES (Cont'd)**

**No. 2 Promotions**

The Company will file all promotions in compliance with General Order 96-B.

**SECTION 3 – SERVICES (Cont'd)**

**No. 3 Inbound Calling Service**

Inbound Calling Service (“ICS”) is a Direct Inward Dial (“DID”) voice grade equivalent (“VGE”) service used to connect the Customer’s equipment to the public switched telephone network for the transmission of voice, data, or video traffic. ICS allows Business End Users to designate an area in the Company’s End Office as the Business End User’s designated Premises (“Designated Premises”), subject to space availability. DID numbers and VGEs provided with ICS are subject to availability of DID numbers and the capacity of transmission facilities provisioned, respectively.

When subscribing to ICS, Business End Users may select either ICS Rate Plan 1 or ICS Rate Plan 2. The specific requirements, monthly recurring charges (“MRCs”), and nonrecurring charges (“NRCs”) for each of these plans are provided below.

**3.1 ICS Rate Plan 1**

ICS Rate Plan 1 is only available to Business End Users with more than 2 million MOUs over DID facilities per billing period per account and requires a minimum of 200 VGEs.

With ICS Rate Plan 1, Company provided connections between the Company’s End Office and a Business End User’s Designated Premises are provisioned using scalable and burstable transmission facilities that are designed to accommodate a significant and fluctuating number of simultaneous DID calls to a Business End User during a billing period.

In provisioning ICS Rate Plan 1, the Company will endeavor to provide a sufficient quantity of: (i) DID numbers to the Business End User to accommodate peak inbound traffic the Business End User expects the Company will deliver to the Business End User during a billing period, and (ii) DID VGEs to accommodate peak inbound traffic the Business End User expects the Company will deliver to the Business End User during a billing period.

(C)

(C)

**SECTION 3 – SERVICES (Cont'd)**

**No. 3 Inbound Calling Service (Cont'd)**

(N)

**3.1 ICS Rate Plan 1 (Cont'd.)**

MRCs include the following:

- (a) VGE Transmission Facility charge is assessed on a per VGE basis (the total VGEs equals the highest number of simultaneous call paths in use by the Business End User at any one point in time during the billing period (“Billing Period Peak Usage”));
- (b) VGE Port charge is assessed on a per VGE basis based on the VGEs provided (the total VGEs equals the Billing Period Peak Usage); and
- (c) DID Telephone Number charge per DID telephone number.

VGE Transmission Facility charge, per VGE:

- Business End User’s Designated Premises is located one (1) mile or less from the Company’s End Office \$0.50
- Business End User’s Designated Premises is located more than one (1) mile from the Company’s End Office ICB

VGE Port charges, per VGE:

200-672 VGEs	\$3.75
673-2016 VGEs	\$3.15
2017-3360 VGEs	\$2.55
3361-5476 VGEs	\$1.95
5477+ VGEs	\$1.35

DID Telephone Number charge, per DID telephone number: \$0.10

NRCs include the following:

- (a) Number Port-In charge is assessed when a Business End User wants to port-in a particular telephone number for use with ICS Rate Plan 1.

Number Port-In charge, per telephone number ported in:

1-49 numbers	\$4.00
50-199 numbers	\$1.00
200+ numbers	\$0.50

(N)

**SECTION 3 – SERVICES (Cont’d)**

**No. 3 Inbound Calling Service (Cont’d)**

**3.1 ICS Rate Plan 1 (Cont’d.)**

**ICS Rate Plan 1 – Illustrative Examples (MRCs only)**

Illustrative examples of the application of ICS Rate Plan 1 MRCs are provided below.

**Month 1:** If a Business End User (which in this example is called “XYZ Corp.”), whose Premises is located one (1) mile or less from the Company’s End Office, orders ICS Rate Plan 1 and had a Billing Period Peak Usage of 1,000 simultaneous call paths and utilized 100 DID telephone numbers during the Month 1 billing period, XYZ Corp. would be billed as follows for Month 1:

	<b>Quantity</b>	<b>Rate</b>	<b>Billed to XYZ Corp.</b>
VGE Transmission Facility	1,000	\$0.50	\$500.00
VGE Port	1,000	\$3.15	\$3,150.00
DID Telephone Number	100	\$0.10	\$10.00
End User Access Service (“EUAS”) ( <i>see Company’s FCC Tariff</i> )	1,000	\$0.75	\$750.00
Federal Universal Service Fee ( <i>see Company’s FCC Tariff; % varies quarterly</i> ) (*)	N/A	17%	\$127.50
<b>Total Tariffed Charges</b>			<b>\$4,537.50</b>

(\*) Other applicable fees, surcharges, taxes, etc. may also apply.

(N)  
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(N)



**SECTION 3 – SERVICES (Cont'd)**

**No. 3 Inbound Calling Service (Cont'd)**

**3.1 ICS Rate Plan 1 (Cont'd.)**

**ICS Rate Plan 1 – Illustrative Examples (MRCs only), (Cont'd.)**

**Month 2:** If XYZ Corp. in Month 2 had a Billing Period Peak Usage of 1,200 simultaneous call paths and utilized 110 DID telephone numbers during the Month 2 billing period, XYZ Corp. would be billed as follows for Month 2:

	<b>Quantity</b>	<b>Rate</b>	<b>Billed to XYZ Corp.</b>
VGE Transmission Facility	1,200	\$0.50	\$600.00
VGE Port	1,200	\$3.15	\$3,780.00
DID Telephone Number	110	\$0.10	\$11.00
EUAS ( <i>see Company's FCC Tariff</i> )	1,200	\$0.75	\$900.00
Federal Universal Service Fee ( <i>Federal Access Tariff; % varies quarterly</i> ) (*)	N/A	17%	\$153.00
<b>Total Tariffed Charges</b>			<b>\$5,444.00</b>

(\*) Other applicable fees, surcharges, taxes, etc. may also apply.

(N)  
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(N)

**SECTION 3 – SERVICES (Cont'd)**

**No. 3 Inbound Calling Service (Cont'd)**

**3.1 ICS Rate Plan 1 (Cont'd.)**

**ICS Rate Plan 1 – Illustrative Examples (MRCs only), (Cont'd.)**

**Month 3:** If XYZ Corp. in Month 3 had a Billing Period Peak Usage of 800 simultaneous call paths and utilized 110 DID telephone numbers during the Month 3 billing period, XYZ Corp. would be billed as follows for Month 3:

	<b>Quantity</b>	<b>Rate</b>	<b>Billed to XYZ Corp.</b>
VGE Transmission Facility	800	\$0.50	\$400.00
VGE Port	800	\$3.15	\$2,520.00
DID Telephone Number	110	\$0.10	\$11.00
EUAS ( <i>see Company's FCC Tariff</i> )	800	\$0.75	\$600.00
Federal Universal Service Fee ( <i>see Company's FCC Tariff;</i> <i>% varies quarterly</i> ) (*)	N/A	17%	\$102.00
<b>Total Tariffed Charges</b>			<b>\$3,633.00</b>

(\*) Other applicable fees, surcharges, taxes, etc. may also apply.

(N)

(N)

**SECTION 3 – SERVICES (Cont'd)**

**No. 3 Inbound Calling Service (Cont'd)**

(N)

**3.2 ICS Rate Plan 2**

ICS Rate Plan 2 requires that a Business End User specifically order the total number of ISDN PRI (or its functional equivalent) arrangements and DID telephone numbers. ICS Rate Plan 2 requires a minimum of one (1) PRI arrangement. Each PRI arrangement allows up to 23 simultaneous calls. The Customer is solely responsible for requesting a sufficient number of PRI arrangements and DIDs to accommodate the Customer's call volumes. If the Customer wishes to receive a report on PRI utilization, or wishes to later increase or decrease the number of PRIs or DIDs, the Customer must contact the company and submit a request for such report or service modification. The Company will then endeavor to implement such requested service modifications within 20 business days after it receives the request.

MRCs include the following:

- (a) ISDN PRI (or its functional equivalent) charge is assessed per PRI arrangement;
- (b) DID Telephone Number charge is assessed per DID telephone number.

ISDN PRI (or its functional equivalent) charge, per PRI arrangement:

- Business End User's Designated Premises is located one (1) mile or less from the Company's End Office
  - 1-4 PRIs \$140.00
  - 5-8 PRIs \$120.00
  - 9+ PRIs \$110.00
- Business End User's Designated Premises is located more than one (1) mile from the Company's End Office
  - 1-4 PRIs ICB
  - 5-8 PRIs ICB
  - 9+ PRIs ICB

DID Telephone Number charge,  
Per DID telephone number: \$0.25  
Per DID telephone number (when ordering 20  
or More DID Numbers): \$0.10

(N)

**SECTION 3 – SERVICES (Cont'd)**

**No. 3 Inbound Calling Service (Cont'd)**

(N)

**3.2 ICS Rate Plan 2, (Cont'd.)**

NRCs include the following:

- (a) ISDN PRI (or its functional equivalent) Installation charge is assessed per PRI arrangement.
- (b) Number Port-In charge is assessed when a Business End User wants to port-in a particular telephone number for use with ICS Rate Plan 2.

ISDN PRI (or its functional equivalent) Installation charge,  
per PRI: \$100.00

Number Port-in charge, per number:

1-49 numbers	\$4.00
50-199 numbers	\$1.00
200+ numbers	\$0.50

**ICS Rate Plan 2 – Illustrative Example (MRCs only)**

An illustrative example of the application of ICS Rate Plan 2 MRCs is provided below.

If a Business End User, whose Premises is located one (1) mile or less from the Company's End Office, orders 50 PRIs and 100 DID with ICS Rate Plan 2, the Business End User would be billed as follows for the billing period:

	Quantity	Rate	Billed to Business End User
ISDN PRI (or its functional equivalent)	50	\$110.00	\$5,500.00
DID Telephone Number	100	\$0.10	\$10.00
EUAS ( <i>see Company's FCC Tariff</i> )	50	\$20.00	\$1,000.00
Federal Universal Service Fee ( <i>see Company's FCC Tariff; % varies quarterly</i> ) (*)	N/A	17%	\$170.00
<b>Total Tariffed Charges</b>			<b>\$ 6,680.00</b>

(\*) Other applicable fees, surcharges, taxes, etc. may also apply.

(N)