

CALIFORNIA TELECOMMUNICATIONS SERVICE GUIDE

Telplex Communications

U-5502-C

Thank you for selecting Telplex Communications (Telplex) as your telecommunications service provider. This Service Guide, in conjunction with any existing separate Service Agreements, constitutes the rates, terms, and conditions applicable to your use of Telplex's telecommunications services within the State of California. Telplex has been granted California Public Utilities Commission authority to provide Services under this Service Guide in lieu of a Tariff. Telplex otherwise remains subject to applicable California Public Utilities Commission regulations, Commission Orders including General Order No. 168, California law and Public Utilities Code.

For additional information or assistance, please visit us on the web at <http://www.telplex.com/> or contact our Customer Care representatives, toll free at 888.479.2770, or in writing addressed to the attention of Customer Service at 16830 Ventura Blvd., Encino, CA 91436.

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APPLICATION

Telplex Communications ("Company") has been granted authority by the California Public Utilities Commission to provide facilities-based and resale local exchange, interLATA, and non-local exchange intraLATA services within the State of California. This Service Guide schedule contains effective rates and rules together with information relating to and applicable to intrastate local exchange and service provided by the Company in California, within the service territories of AT&T California, Verizon California, Inc., Surewest Telephone, and Citizens Telecommunications Company of California, Inc., and interexchange service provided statewide, subject to availability.

The rates and regulations contained in this Service Guide apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other Common Carrier for use in accessing the Services of Company. This Service Guide does not cover any information service or other unregulated service offered by Company.

Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Service Guide (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Service Guide or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

The rates, rules, terms and conditions contained herein are subject to change. Subscribers will be notified of changes through bill messages or inserts in the billing cycle prior to the date on which changes become effective.

This Service Guide is governed and interpreted according to applicable Laws and regulations of California.

RULES AND REGULATIONS

DEFINITIONS

Certain terms used throughout this Service Guide are defined below.

Access Code - The term "Access Code" means a sequence of numbers that when dialed, connects a Customer to the Carrier associated with that sequence.

Applicant - The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Authorization Code - The term "Authorization Code" means a numerical code, one or more of which are assigned to a Customer to enable access to Services provided by the Company and to identify the Customer for billing purposes.

Authorized User - The term "Authorized User" means a person, firm, company, corporation, or other entity who is authorized by the Customer to take Service under this Tariff.

Basic Service - The term "basic service" means a minimum level of telecommunications service, as defined in D.96-10-066 and as may be changed by later decisions, which each carrier offering local exchange service is required to provide to all of its residential customers who request local exchange service. Also referred to as "basic exchange service."

Base Rate Area - The term "Base Rate Area" means a closely built up section of an exchange area as shown in the effective and current tariffs of the incumbent local exchange carrier ("ILEC") serving the territory in which the end user is located.

Business Hours - The phrase "Business Hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Carrier - The term "carrier" means any telecommunications provider subject to the Commission's jurisdiction.

Commission - The term "Commission" means the Public Utilities Commission of the State of California.

Company - The term "Company" or "Utility" means Telplex Communications ("Telplex").

Consumer - The term "Consumer" means any individual or small business which purchases or subscribes, or may potentially purchase or subscribe, to any product or service provided or billed by a carrier. A small business is a business that subscribes for not more than twenty telephone access lines from any single carrier, or an individual who subscribes directly for not more than twenty access lines from any single carrier for business use or combination business and personal use. Any business or individual subscribing to more than one T-1 lines may not be considered a small business customer. For purposes of these rules, all entities other than individuals (e.g., government and quasi-governmental agencies, associations, etc.) meeting the twenty-access and one T-1 line limits are treated identically with small businesses. A business is defined by a billed account.

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DEFINITIONS

Customer - Please see definition given under "Subscriber".

Delinquent or Delinquency - The terms "Delinquent" and "Delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

FCC - The term "FCC" means the Federal Communications Commission.

Hunting Service - The term "Hunting Service" means an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

Key Rates, Terms and Conditions - The term "key rates, terms and conditions" means any provision imposed by a carrier to which a subscriber is bound (through, e.g., the carrier's tariffs, service agreements, contracts, operating practices, billing practices, system limitations, etc.) that may result in or increase a charge on a subscriber's bill or limit a subscriber's use of a product or service. Key rates, terms and conditions would generally include the following when directly related to the telecommunications services provided:

Service activation or installation charges, periodic recurring charges, per-unit usage charges, usage allowances, minimum charges, surcharges or fees (other than taxes and mandated surcharges required to be collected from subscribers and remitted to government), usage restrictions, geographic limitations, time of use distinctions (e.g., peak/off-peak), term of service, termination fees or penalties, and required bundling arrangements, directly related to the telecommunications service provided.

Local Calling Area - The phrase "local calling area" means an area having a radius of 12 airline miles from the center of the ILEC rate center area within the Subscriber's premises is located.

Local Access Transport Area - ("LATA") - The phrase "Local Access Transport Area" ("LATA") means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Local Exchange Carrier - The term "Local Exchange Carrier" ("LEC") means any person or entity that is engaged in the provision of local exchange service or local exchange access service.

Non-published or Unlisted - The term "Non-published" or "Unlisted" service means service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

Recognized Holiday - The term "Recognized Holiday" mean New Year's Day (January 1), Martin Luther King Jr. Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Subscriber - The term "Subscriber" means the individual firm, company, corporation, or other entity that contracts for service under this Service Guide and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

RULES AND REGULATIONS

DEFINITIONS

Transfer – The term “transfer” means a transfer of subscribers in which the transferee would replace the transferring utility for some or all of the latter’s subscribers. (Note: This definition is intended to be consistent with the definition of “transfer of customers” in D.02-01-038.)

Written; In Writing - Both “written” and “in-writing” describe materials intended to be read, either in hardcopy document form (including fax) or transmitted through electronic media. For purposes of these rules, whenever anything is required to be provided “in writing” or in “written” form (e.g., a disclosure, a notice, or a confirmation), the requirement may be satisfied through the use of electronic media if both the Company and Subscriber parties to the communication have agreed to do so. If they have not, a tangible, hardcopy document is required. (The Company’s electronic communications with customers and agreements to use electronic communications must satisfy the requirements of the federal Electronic Signatures Act, 15 USCA §§ 7001 et seq. and/or the California Uniform Electronic Transactions Act, Cal. Civil Code §§ 1633 et seq., as applicable.)

RULES AND REGULATIONS

DESCRIPTION OF SERVICE

The Company currently provides business local exchange telephone services between points within the base rate areas of local exchanges served by AT&T California, and may provide service within the territories of Verizon California, Inc., Surewest Telephone, and Citizens Telecommunications Company of California, Inc.

The Company does not undertake, by this tariff, to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber's side of the point of demarcation as that point is defined in the demarcation tariff schedule of AT&T California, which definition is hereby incorporated by reference.¹

¹

See: Pacific Bell Cal. P.U.C. Schedule No. A2.2.1.20

RULES AND REGULATIONS

APPLICATION FOR SERVICE

Service may be initiated based on any form of agreement (e.g. written or oral agreement) between the Company and the Customer. Prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires, any other rates or charges which will appear on the Customer's first bill, and, in the case of Consumers, the Customer's right to cancel a term contract, if applicable.

Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.

At the time of all initial contacts for service, Consumer Applicants will be informed of the basic services available to the class of Subscriber to which the Applicant belongs.

Whenever applicable, Applicant Consumers initiating basic service, including additional lines on basic service accounts, will also be informed of the:

- Availability, eligibility requirements and discounts associated with the Universal Lifeline and Deaf and Disabled Trust Programs.
- Availability, if applicable, and effect of freezing the pre-subscribed carrier assigned to the account.
- Availability and effect of restricting toll calling.
- Availability and effect of blocking options for pay per use features that do not require dialing an access code to activate.
- Availability and effect of deleting access to 900 and 976 pay-per-call telephone information services
- Availability and effect of blocking non-presubscribed carrier (e.g., third party) charges from being billed on the telephone bill.
- Availability and effect of Caller ID blocking options.
- Availability and rates of the least expensive service meeting the Consumer's stated needs.

RULES AND REGULATIONS

APPLICATION FOR SERVICE

Upon acceptance of a request for any tariffed service, the Company will provide a Consumer with a written confirmation of the service order at the point of sale for in-person transactions. For any other transaction, written confirmation shall be provided the Consumer not later than seven days after its acceptance by the Company, unless ordered through another carrier, in which case written confirmation will be provided the Consumer no later than seven days after the Company receives such notice from the carrier. The confirmation letter will:

- Describe all material terms and conditions of the service that could affect what the Consumer pays for local exchange services provided by the Company.
- Be unambiguous and legible, and written in a minimum of 10-point type.
- Disclose in a clear and conspicuous manner any qualifying information necessary to prevent the offer from being deceptive, untrue or misleading.
- Refrain from including any statements that are either deceptive, untrue, or misleading in regards to rates, services, or any other addressed subject matter.

Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service; provided that the Applicant will remain liable for authorized charges imposed by third parties and billed by the Company.

Consumers may cancel without termination fees or penalties any newly-contracted service within 30 days after the new service is initiated. This Rule does not relieve the Consumer from payment for special arrangements or services as explained in Section (5) of this Rule, above.

Consumer Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

RULES AND REGULATIONS

SPECIAL INFORMATION REQUIRED ON FORMS

Customer Bills

The Company will be clearly and conspicuously identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with a mailing address (or an email address if the Subscriber has agreed to communicate via electronic media) where the Subscriber may write. Each bill for telephone service will contain notations concerning the following areas:

- When to pay the bill;
- Billing detail including the period of service covered by the bill;
- Late payment charge and when it may be applied;
- How to pay the bill;
- Questions about the bill;
- In addition to the above, each bill will include the following statements:

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 22 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.”

“If you have a complaint you cannot resolve with us, write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

“If your complaint concerns interstate or international calling, write the FCC at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.”

“Note: The CPUC handles complaints of both interstate and intrastate unauthorized carrier changes (“slamming”). The California consumer protection rules are available online, at www.cpuc.ca.gov.”

RULES AND REGULATIONS

SPECIAL INFORMATION REQUIRED ON FORMS

Deposit Receipts

Each receipt for deposits for basic service shall contain the following provision:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 continuous months of timely payment for service, whichever comes first."

Each receipt for deposits for non-basic (additional) service shall contain the following provision:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 120 calendar days after the discontinuance of service."

ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A deposit will not be required if The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, "can-be-reached" number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

The Company will not refuse a deposit to establish credit for service for a Consumer. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

RULES AND REGULATIONS

DEPOSITS AND ADVANCE PAYMENTS

Deposits

Requirement: Except as otherwise provided in this tariff, the Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving basic service or other services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.

Amount: The amount of the deposit for basic service will not exceed twice the estimated average bill for basic service. The amount of the deposit for other services will be determined at the time such service is requested.

Nondiscrimination: Deposit requirements will not be 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.

Refund or Credit: The Company will refund the deposit together with any interest due, less the amount of any unpaid bills for service furnished by the Company, within 30 days after the discontinuance of basic service, or after 12 months of timely payment, whichever comes first. Upon discontinuance of other services, the Company will refund the deposit together with any interest due within 120 days after the discontinuance of such services.

Interest: Interest will be added to the monthly, unused deposit balance using the simple annual interest rate based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year.

Advance Payments

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 applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. Advance payments for usage will not apply.

Negotiation of a subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

RULES AND REGULATIONS

NOTICES AND PROVISION OF CERTAIN INFORMATION

General

Unless otherwise provided by these Rules, any notice by the Company to a Subscriber will be given by written notice mailed to the Subscriber's last known address, or by email if the Subscriber has agreed to receive notices in this way. Where written notice is given, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.

Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

Rate Information

Rate information and information regarding the key terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber.

The Company will notify all affected subscribers at least 25 days in advance of every proposed change in Service Guide provisions affecting the Subscribers' service that may result in higher rates or charges or more restrictive terms or conditions. The notice to Consumers shall present in a clear and conspicuous manner the following statement: "Your Rates, Terms or Services Have Changed," and shall describe the current and proposed rates, terms or conditions, as appropriate. *[Note: This notice requirement applies only to the Company's rates, terms and conditions, and thus excludes both changes in charges incurred on another carrier's system and simply passed through by the Company; and government taxes, surcharges or fees that the carrier is required to collect and remit to a government agency.]*

Transfers

The Company will notify each affected Subscriber at least 30 days in advance whenever it requests Commission approval for a transfer of subscribers. The notice will describe the proposed transfer in straightforward terms; explain that the transfer is subject to Commission approval; identify the transferee; describe any changes in rates, charges, terms, or conditions of service; explain that the Subscriber has the right to select another utility; and provide a toll-free customer service telephone number for responding to the Subscriber's questions.

RULES AND REGULATIONS

NOTICES AND PROVISION OF CERTAIN INFORMATION

Notice of Service Withdrawal

The Company will notify each affected Subscriber at least 25 days in advance of every request to the Commission to withdraw service. The notice will describe the proposed withdrawal and proposed effective date, explain that the Subscriber has the right to choose another utility, and provide the Company's toll-free customer service telephone number for responding to the Subscriber's questions. If the service to be withdrawn is basic service, the Company will also: explain in the notice that the withdrawal is contingent on Commission approval; arrange with the default carrier(s) to continue service for the affected Subscribers who fail to choose another utility and describe in the notice those arrangements and the Subscriber's right to receive basic service from the underlying carrier or carrier of last resort; and provide the default carrier's name and toll-free number.

Notice of Discontinuance of Service

Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

Notices to discontinue service for nonpayment of bills will be provided in writing to the Subscriber not less than 7 calendar days prior to termination. Each notice will include all of the following information:

- (1) Company's name.
- (2) The name and address of the Subscriber, and the telephone number(s) associated with the delinquent account.
- (3) Information sufficient for the Subscriber to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice will state the minimum amount that must be paid to retain basic service.
- (4) The time or date by which payment, or arrangement for payment, must be made to avoid termination.
- (5) The toll-free telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
- (6) The telephone number of the Commission's Consumer Affairs Branch (CAB) where the Subscriber may direct inquiries.

The notice and disconnection requirements do not apply where the Subscriber's acts or omissions demonstrate an intention to defraud the Company, or threaten the integrity or security of the Company's operations or facilities.

RULES AND REGULATIONS

NOTICES AND PROVISION OF CERTAIN INFORMATION

Notice of Disclosure of Telephone Numbers During 800, 888 and 900 Calls

The Company will provide an annual written notice to all Subscribers that use of toll-free (e.g. 800, 888 numbers) and 900 numbers may result in disclosure of the Subscriber's telephone number to the called party.

Bill Information

Upon request by any Subscriber, including any former Subscriber for whom, in the judgment of either the Company or the Subscriber, charges or credits are still pending, the Company will provide:

- (1) A description of each service for which charges appear(ed) on the Subscriber's bill, and sufficient information regarding that service to respond to the Subscriber's inquiry.
- (2) A toll-free telephone number the Subscriber may call to reach the Company, and the Company's post office address to which the Subscriber may write, regarding questions, disputes and complaints related to the bill or to any other aspect of the subscriber's service.
- (3) For any charges the Company has placed on the bill on behalf of any third party, but for which the Company does not handle inquiries, disputes and complaints: the name of that third party, a toll-free telephone number the Subscriber may call, and a post office address to which the subscriber may write for inquiries, disputes and complaints related to those charges.

Other

On request by any Subscriber or other member of the public, the Company will also provide the following:

- (1) The Company's legal name, its designated utility number (Cal. PUC U-number), and the names under which it offers regulated telecommunications service in California.
- (2) A description of the Company's service offerings that relate to the customer's inquiry and are currently open to Consumers in California, and the applicable key rates, terms and conditions.
- (3) The address and toll-free telephone number of the Commission's Consumer Affairs Branch, and if the request is related to a complaint, an explanation that a consumer may contact CAB for assistance if he or she is not satisfied with the Company's handling of her or her complaint.
- (4) A description of Customer's privacy rights and how the Company handles confidential subscriber information.

RULES AND REGULATIONS

RENDERING AND PAYMENT OF BILLS

Subscribers' bills are issued monthly. The Subscriber will receive bills 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 Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. Recurring charges for basic service will be prorated in the event that the service for which the charges are made is less than 30 days; except that the recurring monthly service charges for bundled service packages or optional plans that include intrastate, interstate, or international toll services are minimum monthly charges and are not eligible for proration.

Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office 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, money order, or cashier's check.

Subscribers' payments are considered prompt when received by the Company or its agent within 22 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 22 days from the due date to timely pay the charges stated. The late payment date will be prominently displayed on the Customer's bill, along with a statement of charges the Subscriber may incur for late payment.

Except as otherwise provided, charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.5% per month from the due date on all delinquent amounts.

A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls, which have a five-month backbilling period. In the case of Subscriber fraud, this limitation on backbilling does not apply.

A charge of \$15.00 or five percent (5%) of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

Any payment made by a subscriber shall be applied first against the balance due on that subscriber's basic service unless the subscriber directs otherwise.

RULES AND REGULATIONS

DISPUTED BILLS

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount, reaching a determination and communicating it to the Subscriber in writing within 30 days. During the time the investigation is pending, no late charges or penalties will be collected, the charge will not be sent to collection, and no adverse credit report will be made based on non-payment of the charge. If the Subscriber prevails, then no late charge or penalty will be imposed on the amount in dispute. However, the undisputed portion of the bill must be paid within 22 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination. If, upon investigation and review of the bill by the Company, the Company denies all or part of the dispute, the Subscriber must pay the portion of the bill for which the dispute has been denied within 7 days after the Company communicates its findings to the Customer in writing. Should the portion of the bill for which the dispute has been denied remain unpaid for longer than these 7 days, then the Company may proceed to terminate service.

However, not less than seven days prior to discontinuing service, the Company will provide the Customer whose payments are overdue with a written notice compliant with Rule 8.5.b. above.

Customers may write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846, for any billing disputes they may not be able to resolve with the Company.

Service may not be discontinued for nonpayment of a disputed amount if the subscriber has: (a) submitted a claim to CAB for informal review; and (b) deposited the disputed amount with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.

Neither party to a complaint involving service to a Consumer (i.e., neither the Company nor Consumer) will hold the other responsible for costs resulting from complaints brought before the Commission, arbitrators, or any other agency.

RULES AND REGULATIONS

DISCONTINUANCE AND RESTORATION OF SERVICE

Discontinuance by Subscribers

Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8 of this tariff. Except as otherwise provided herein, the subscriber is responsible for payment of all charges incurred for the period during which service is rendered.

Consumers may cancel without termination fees or penalties any new tariffed service or any new contract for service within 30 days after the new service is initiated. This Rule does not relieve the Consumer from payment for per use and normal recurring charges applicable to the service incurred before canceling, or for the reasonable cost of work done on the Consumer's premises (such as wiring or equipment installation) before the Subscriber canceled. As set forth in Rule 3, Applicants for service shall remain liable for nonrecoverable costs of special arrangements and service.

The Company will not re-establish any service the Subscriber has requested to be cancelled without new authorization from the Subscriber. Authorization shall not be founded upon any term in an agreement for service that binds a consumer to again take service from the Company.

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 Subscriber.

Discontinuance by the Company

Subject to restrictions or limitations on discontinuance as set forth elsewhere in this tariff, the Company may discontinue service under the following circumstances:

- (1) Nonpayment of any sum due to the Company for service more than 22 days beyond the due date.
- (2) Nonpayment of a disputed amount after 7 calendar days past the date the Company notifies the Subscriber in writing of the results of its investigation denying any part of the Subscriber's dispute.
- (3) A violation of, or failure to comply with, any regulation governing the furnishing of service.
- (4) In accordance with the Legal Requirements for Refusal or Discontinuance of Service provisions, below.
- (5) Failure to post a required deposit or guarantee.
- (6) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
- (7) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.

RULES AND REGULATIONS

DISCONTINUANCE AND RESTORATION OF SERVICE

Discontinuance by the Company

(8) Any violation of the conditions governing the furnishing of service.

(9) Any Subscriber or authorized user of the Subscriber's service who, with intent to annoy, presents him/herself in person at any Company office and addresses to or about any person, including Company personnel, any obscene language or addresses to such person any threat to inflict injury to the person or any family member, or to the property of the person or of the Company. Section 2.b of Rule 11 does not apply in such cases.

(10) Immediately and without notice, in any case where the Subscriber's acts or omissions demonstrate an intention to defraud the Company, or threaten the integrity or security of the Company's operations or facilities.

Except for discontinuance pursuant to items 4 and 10, above, service may be discontinued only during business hours on or after the date specified in the notice of discontinuance, which date will be at least 7 days after such notice is given. Basic exchange service will not be disconnected on any day Company service representatives are not available to assist subscribers.

Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months or when the terms of the Subscriber's service plan require all payments to be made in another form. The Company will impose a charge for restoration of service after disconnection in accordance with its tariff.

RULES AND REGULATIONS

SERVICE GUIDE INFORMATION TO BE PROVIDED TO THE PUBLIC

If Customer desires a copy of this Service Guide, Customer may contact the Company at the following address:

Telplex Communications
16830 Ventura Blvd., Suite 350
Encino, CA 91436

Customers also may contact the Company's Customer Service Department at 1-888-479-2770 to inquire about the Company's services, rates, terms and conditions or to obtain a copy of this tariff. Copies of the Company's Service Guide schedules and advice letters are available to Customers free of charge, and to the general public at \$0.20 per page to recover photocopying, postage and/or transmission expenses. This Service Guide is also on file with the California Public Utilities Commission and is available for inspection during normal business hours.

CONTINUITY OF SERVICE

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Allowances for credit interruptions will be provided in accordance with the provisions, below.

RULES AND REGULATIONS

LIMITATION OF LIABILITY

The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct, or violations of law.

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 the monthly recurring line charges for the duration of the service disruption.

The Company will not provide a credit allowance for interruptions of service caused by the Subscriber's facilities, equipment, or systems.

Except as provided in above, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Company under this Service Guide up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rated charges to the Subscriber for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error, or defect, provided, however, that where any mistake, omission, interruption, delay, error, or defect in 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 the liability exceed the total amount of the charges to the Subscriber for all services or facilities for the period affected by the mistake, omission, interruption, delay, error, or defect.

The Company concurs in the provisions set forth in AT&T California's retail Tariff regarding allowances for interruptions for of services furnished solely by the Company, including, without limitation, the allowances shown below:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

Subject to section 3 of this rule, 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:

- (1) For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error occurred.
- (2) For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge to the Customer for exchange service during the period the error or omission occurred.
- (3) For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission continued.
- (4) For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

RULES AND REGULATIONS

LIMITATION OF LIABILITY

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 Customers 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. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversation or Customers' service.

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.

Subject to section 3 of this rule, the Company shall allow a credit for errors in telephone numbers or other information furnished by the Company's directory assistance operators in an amount not in excess of the charge for a call to directory assistance, dialed direct or placed through another Company operator (i.e. "0" operator) as appropriate to the call on which error occurred. For direct dialed calls, the credit will only apply if the Subscriber has exceeded the Subscriber's allowance and incurred a charge.

Except as otherwise provided by General Order 168 of the California Public Utilities Commission, the sections and rules of this Service Guide adopted from CPUC G.O.168 are not intended to impose liability on the Company for damages for which it would not be otherwise liable had these sections not been adopted.

USE OF SERVICE FOR UNLAWFUL PURPOSES

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

UNAUTHORIZED USE

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tarified cost of the service received and the Company's cost of investigation and collection as determined by a court.

SECTION 1 - RULES AND REGULATIONS (CONT'D)

CHANGE OF SERVICE PROVIDER

Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company or other carriers, or their agents, of Subscriber authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include information regarding the key rates, terms, and conditions of service with the new carrier. Such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. In addition to other liability, a penalty or fine of up to \$500 day apply for each violation of this rule.

Unauthorized Service Termination and Transfer

The Company concurs in, and complies with, both FCC Rules 47 CFR § 645.1100 *et seq.*, and the "Rules Governing Slamming Complaints" set forth in CPUC General Order No. 168, Appendix A to CPUC Decision No. 04-05-057. The process available to the Consumer to remedy an unauthorized transfer is summarized below (please refer to CPUC General Order No. 168 for complete rules):

In the event the Company is advised by a Consumer that the Consumer was slammed, the Company shall direct the Consumer to the CPUC Consumer Affairs Branch ("CAB") for resolution of the complaint. In addition, the Company shall advise the Consumer that the Consumer is absolved of liability for any charges billed by the unauthorized carrier for the first 30 days of service. If Company executed the allegedly unauthorized change on behalf of another carrier, the Company shall also notify such other carrier and the carrier that provided the service prior to the change.

If the Company is advised that it has allegedly slammed a Consumer, the Company must immediately remove any unpaid charges from its bill to the consumer for the first 30 days of service. If the Company elects to contest the slamming allegation, it shall notify the Consumer that the Consumer must file a complaint within 30 days after such notification or 30 days after removal of the charges from the bill, whichever occurs later. During such notification, the Company must inform the Consumer that the failure to timely file such a complaint will allow the Company to recommence billing the Consumer for service, including re-billing for the first 30 days of service, and will limit the Consumer's remedies. No such recommencement of billing shall take place until the Consumer has been provided a reasonable opportunity to demonstrate timely filing of a complaint. After being advised of slamming allegations, the Company shall forward billing information for unpaid charges for service beyond the first 30 days to the authorized carrier, unless the Company has recommenced billing for such service following the Consumer's failure to timely file a complaint with the CAB. Except as provided above, the Company shall not re-bill or recommence billing the Consumer unless it is determined by the CAB, CPUC, or a reviewing court, that the Consumer was not slammed, in which case, the Company may re-bill the Consumer for all charges as well as recommence billing.

RULES AND REGULATIONS

CHANGE OF SERVICE PROVIDER

Unauthorized Service Termination and Transfer

In the event, the Company does not contest a slamming allegation or the allegation is confirmed by the CAB, the Company shall be liable to the Consumer for any charge required to return the Consumer to the authorized Carrier's service. In addition, the Company shall pay the authorized carrier 150% of any payments it has received from the Consumer and shall include copies of its billings along with the remittance. In the event the Consumer requests the authorized carrier to re-rate charges paid by the Consumer to the Company based on rates the authorized carrier would have charged, and such re-rated amount exceeds 50% of the amount paid by the Consumer to the Company for the affected service, the Company shall also pay the authorized carrier the difference.

If the Company was the authorized carrier for a service to a Consumer affected by an alleged slam, the Company shall not bill the Consumer for any service provided during the first 30 days following the alleged slam by the Company or the alleged slammer. However, upon receipt of billing information from the alleged slammer, the Company shall be entitled to bill the Consumer for unpaid service provided after such 30 day period by either the Company or the alleged slammer. The amount of the billing may be determined either: by re-rating the charges based on the Company's rates that would have applied had the slam not occurred; or (ii) charging 50% of rate assessed by the alleged slammer; provided that, upon request, the Consumer shall have the right to receive billing based on re-rated charges. In addition, the Company shall be entitled to receive, from the alleged slammer, the Company's regular tariffed charges for re-establishing service to the Consumer. In the event the alleged slammer does not contest the slam or the allegation is confirmed by the CAB, the Company also shall be entitled to collect from the slammer 150% of any payments the slammer has received from the Consumer, along with copies of the slammer's billings. In addition, the slammer shall be liable to the Company for its costs of collection. Within 10 days of its receipt of such amount, the Company shall refund or credit one third of that amount to the Consumer. The Consumer may request that the Company re-rate charges paid by the Consumer to the slammer based on rates the Company would have charged. If such re-rated amount exceeds 50% of the amount paid by the Consumer to the slammer for the affected service, the Company shall seek payment of such difference, on the Consumer's behalf, from the slammer. Upon payment of any such refunds or credits, the Company shall notify the CAB. In the event the slammer does not pay such amounts within 45 days of notice from CAB that such payment is due, the Company shall notify the CAB and the Consumer and shall also notify the Consumer that the Consumer has the right to pursue an action for refund of all charges paid by the Consumer to the slammer.

Upon return to the Company's service following a slam, the Consumer shall be entitled, to the extent possible, to reinstatement to any premium program in which the Consumer was enrolled prior to the slam, if the Consumers enrollment in the program was terminated due the slam. If the Consumer paid charges to the slammer, the Company shall provide or restore to the Consumer any premiums to which the Consumer would have been entitled if the slam had not occurred. Such reinstatement and provision or restoration of credits shall take place even if the Company is unable to collect the Consumer's previously-paid charges from the slammer.

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NONPUBLISHED SERVICE

The Company concurs in, and complies with, the rules set forth in Appendix A to CPUC Decision Nos. 92860 and 93361, established for the release of nonpublished information. Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by the Company in response to legal process or to an authorized governmental agency that complies with the rules set forth in Appendix A to CPUC Decision Nos. 92860 and 93361.

CREDIT INFORMATION AND CALLING RECORDS

Carrier is restricted from releasing nonpublic Customer information in accordance with PU Code Sections 2891, 2891.1, and 2893. Upon request, the Company shall provide in writing a description of how the Carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. The Carrier is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision Nos. 92860 and 93361, as set forth below, except as modified by Decision Nos. 83-06-66, 83-06-073, and 83-09-061.

911 EMERGENCY SERVICE

End-users may access 911 emergency service at no charge to the end user or Subscriber. Subject to the availability and continuation of such access capability by the underlying facilities-based carrier (if not the Company), residential end users shall continue to have access to 911 emergency service irrespective of whether such users have contracted service from the Company, or carry debt owed to the Company.

RETURNED CHECK CHARGE

If a check for payment of any deposit, advance, or charge is returned to the Company by the bank, for any reason other than bank error, a Returned Check Charge of \$15.00 will added to the amount due.

If telephone service is disconnected or suspended for nonpayment as a result of a returned check, the Returned Check Charge, as well as any other applicable charges, must be paid before service will be re-established.

If a check received as a deposit or advance payment to establish service is returned, establishment of service will be denied until the amount of the returned check and the Returned Check Charge is paid, or, if already connected, the service will be discontinued until the Returned Check Charge and other amounts applicable to discontinuance and reestablishment of service are paid.

If a check received for prepaid service is returned prior to the end of a fully paid prepaid term, the prepaid service will automatically terminate at the end of the fully paid term unless the Returned Check Charge and the amount due for renewal of the prepaid service is paid before the end of the fully prepaid term. If a check received for prepaid service is returned after the commencement of the term for which the check was tendered, the service will be discontinued without notice. In the event prepaid service terminates or is discontinued as the result of a returned check, the service must be reestablished as a new service and all charges for establishment of new prepaid service will apply. The Customer will be liable for the amount of the Returned Check Charge, plus any unpaid charges for services rendered (recurring charges will be prorated), irrespective of whether service is re-established.

RULES AND REGULATIONS

CUSTOMER RESPONSIBILITY

Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) 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 act or omission by Customer, an authorized user, or joint user in connection with the service.

In addition and without limitation, Customer, authorized users, or joint users 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.

Customer is responsible for the security of all assigned access numbers and authorization codes, and for maintaining the security of its PBX equipment and all services furnished to Customer that afford remote access, dialing, call completion, and similar capabilities, including, but not limited to, DID-to-DOD Call Transfer feature and Centrex-type services. Customer shall be liable for all misdialed and fraudulent use of toll and other services furnished by Company or interconnected carriers, including without limitation, fraudulent use of such services by unknown third parties using remote access features of Customer's PBX equipment or using remote access, dialing, call completion, and similar capabilities of services furnished to Customer, including, without limitation, DID-to-DOD Call Transfer feature, and Centrex-type services, and shall be responsible for any and all calls made on its assigned access lines. Lost or stolen cards must be reported immediately. Company reserves the right to change access numbers and authorization codes upon notice to Customer.

SERVICES FOR DEAF, HEARING-IMPAIRED, AND DISABLED SUBSCRIBERS

The Company provides equipment and services to eligible deaf, hearing-impaired and disabled Subscribers. Please contact the Company's business office for details of this program.

Customers may access the California Relay Service at no charge by dialing 711. No charges will apply to local calls completed via 711 access; however, regular ZUM Zone 3 and other long distance charges apply after connection by the California Relay Service to the called telephone number. Payphone owners connected to the Company's service are prohibited from charging for 711 access to the California Relay Service and shall post a readily-visible notice advising payphone patrons that there is no charge for 711 calls.

RULES AND REGULATIONS

DISCOUNTS FOR QUALIFYING PUBLIC SERVICE AGENCIES

Pursuant to Commission Decision No. 96-10-066, Resolution T-16542, and Resolution T-16742, the Company may provide certain services at discounted rates to qualified public service agencies. The provision of discounted services is contingent on the continued availability to the Company of funding from the California Teleconnect Fund ("CTF"). Eligibility criteria and the identification of services and discounts available under this rule are as specified below.

Eligibility for Discounts. Discounted services under this rule will be provided to the following types of public service agencies after presentation of proof of eligibility to the Company in accordance with the Commission's rules governing the CTF discount program: (i) "Qualifying Schools and Libraries" -- public or nonprofit schools providing elementary or secondary education, and which do not have endowments of more than \$50 million, and libraries that are eligible for participation in state-based plans for funds under Title III of the Library Services and Construction Act (20 U.S.C § 335c, et seq.); (ii) "Qualifying Hospitals and Health Clinics" -- municipal or county government or hospital district owned and operated hospitals and health clinics; (iii) "Qualifying Community Based Organizations" -- organizations described in 26 U.S.C. §§ 501(c)(3) or 501(d) that offer health care, job training, job placement, or educational instruction, and community-based nonprofit organizations that are exempt from taxation under 26 U.S.C § 501(c)(3) and engage in diffusing technology into local communities and training communities that have no access to or have limited access to the Internet and other technologies.

Eligible Services: Services for which discounts may be received under this rule include the following services, if offered by the Company under its Service Guide at the time service is requested: intrastate measured business service; switched 56; Integrated Services Digital Network ("ISDN"); T-1; DS-3 and higher services, up to and including OC-192; and the functional equivalents of such services. Services provided at discounted rates may not be resold to, or shared with, any non-qualifying entity or person.

Discount: Services provided under this will rule will be discounted by an amount of up to 50% of the Service Guide rates charged to other businesses for the services. The amount of the discount available under this rule is determined after application of the actual or assumed E-rate discount in accordance with the Commission's rules governing the CTF discount program.

SERVICE AND RATE SCHEDULES

Local Exchange Services

1. Applicability

These rates are applicable to bundled single line local exchange and toll service for business subscribers.

2. Territory

Within the base rate areas of all exchanges as shown and defined in Pacific Bell Telephone Company's current and effective tariffs on file with the California Public Utilities Commission.

3. Rates

Plan 1³

A.	Service Establishment	
	(per line, per order):	\$49.99
B.	Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Three-Way Calling, Toll-Free Number, Travel Card, and the first 100 minutes of non-Travel Card combined outbound ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA ⁴ toll calling -- unused toll allowance is not carried forward from one month to the next ¹)	
	(per line, per month):	\$43.00
C.	Rates for Outbound Toll Usage in Excess of Monthly Allowance ¹	
	ZUM Zone 3	\$0.079
	IntraLATA	\$0.079
	Intrastate intraLATA	\$0.079
	Interstate interLATA ⁴	\$0.039
D.	Rates for Toll Free Inbound Usage ²	
	Intrastate	\$0.089
	Interstate ⁴	\$0.129

¹ Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is billed on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

² Toll Free Inbound Usage is billed on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute. A surcharge of \$0.59, per call, will be assessed for each call originated from a payphone.

³ As of the effective date of Advice Letter No. 15, this plan is no longer available; however, existing subscribers to this plan will continue to receive service under the plan

⁴ Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Plan 2¹

- | | | |
|----|--|---------|
| A. | Service Establishment | |
| | (per line, per order): | \$49.99 |
| B. | Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, and the first 100 minutes of non-Travel Card combined outbound ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA toll calling per account (not per line) -- unused toll allowance is not carried forward from one month to the next ^{2,3}) | |
| | (per line, per month): | \$36.00 |
| C. | Rates for Outbound Toll Usage in Excess of Monthly Allowance ^{2,3} | |
| | ZUM Zone 3 | \$0.079 |
| | IntraLATA | \$0.079 |
| | Intrastate intraLATA | \$0.079 |
| | Interstate interLATA | \$0.039 |

¹ This Plan is available only to customers subscribing to two or more lines under this plan.

² Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

³ Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Plan 3

- | | | |
|----|---|---------|
| A. | Service Establishment | |
| | (per line, per order): | \$49.99 |
| B. | Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, two Business Custom Calling Features, and the first 100 minutes of non-Travel Card combined outbound ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA toll calling -- unused toll allowance is not carried forward from one month to the next ^{1,2}) | |
| | (per line, per month): | \$43.00 |
| C. | Rates for Outbound Toll Usage in Excess of Monthly Allowance ^{1,2} | |
| | ZUM Zone 3 | \$0.079 |
| | IntraLATA | \$0.079 |
| | Intrastate intraLATA | \$0.079 |
| | Interstate interLATA | \$0.039 |

¹ Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

² Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Plan 4^{1,5}

A.	Service Establishment	
	(per line, per order):	\$49.99
B.	Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, and the first 1000 minutes of non-Travel Card combined outbound ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA toll calling -- unused toll allowance is not carried forward from one month to the next. ^{2,3,4}	
	(per line, per month):	\$42.99
C.	Rates for Non-Permitted Uses and Usage Beyond Allowance ^{2,3,4}	
	ZUM Zone 3	\$0.079
	IntraLATA	\$0.079
	Intrastate intraLATA	\$0.079
	Interstate interLATA	\$0.039

¹ This Plan is available only to customers subscribing to two or more lines under this plan.

² Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

³ Unlimited calling allowance does not apply to use of service for telemarketing, dial-up internet connections, autodialing, or access to voice chat line services. If service is used for such purposes, the rates for Non-Permitted Uses will apply to all such calling.

⁴ Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

⁵ This plan is no longer offered to new subscribers.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Plan 5⁴

A.	Service Establishment	
	(per line, per order):	\$49.99
B.	Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, , two Business Custom Calling Features, and the first 1000 minutes of non-Travel Card combined outbound ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA toll calling -- unused toll allowance is not carried forward from one month to the next. ^{1,2,3}	
	(per line, per month):	\$49.99
C.	Rates for Non-Permitted Uses and Usage Beyond Allowance ^{1,2,3}	
	ZUM Zone 3	\$0.079
	IntraLATA	\$0.079
	Intrastate intraLATA	\$0.079
	Interstate interLATA	\$0.039

¹ Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

² Unlimited calling allowance does not apply to use of service for telemarketing, dial-up internet connections, autodialing, or access to voice chat line services. If service is used for such purposes, the rates for Non-Permitted Uses will apply to all such calling.

³ Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is billed on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

⁴ This plan is no longer offered to new subscribers.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Plan 6¹

- | | | |
|----|--|---------|
| A. | Service Establishment | |
| | (per line, per order): | \$49.99 |
| B. | Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, and the first 500 minutes of non-Travel Card combined outbound ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA toll calling per line | |
| | -- unused toll allowance is not carried forward from one month to the next ^{2,3}) | |
| | (first line, per month): | \$58.50 |
| | (each add'l line, per month) | \$36.00 |
| C. | Rates for Outbound Toll Usage in Excess of Monthly Allowance ^{2,3} | |
| | ZUM Zone 3 | \$0.079 |
| | IntraLATA | \$0.079 |
| | Intrastate intraLATA | \$0.079 |
| | Interstate interLATA | \$0.039 |

¹ [Reserved]

² Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

³ Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Plan 7³

A.	Service Establishment	
	(per line, per order):	\$49.99
B.	Service Charge (includes unlimited calling within Subscriber's Local Calling Area, Travel Card, two Business Custom Calling Features, and the first 500 minutes of non-Travel Card combined outbound ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA toll calling -- unused toll allowance is not carried forward from one month to the next. ^{1,2}	
	(per line, per month):	\$57.50
C.	Rates for Outbound Toll Usage in Excess of Monthly Allowance ^{1,2}	
	ZUM Zone 3	\$0.079
	IntraLATA	\$0.079
	Intrastate intraLATA	\$0.079
	Interstate interLATA	\$0.039

¹ Allowance and rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

² Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

³ This plan is no longer offered to new subscribers.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Plan 8

A.	Service Establishment	
	(per line, per order):	\$49.99
B.	Service Charge (includes unlimited calling within Subscriber's Local Calling Area, and toll calling at a per minute rate).	
	(per line, per month):	\$43.00
C.	Rates for Outbound Toll Usage ²	
	ZUM Zone 3	\$0.059
	IntraLATA	\$0.059
	Intrastate intraLATA	\$0.059
	Interstate interLATA	\$0.059

² Outbound Toll Usage (ZUM Zone 3, intraLATA, intrastate interLATA, and interstate interLATA) is accounted for on a per call basis in one minute increments, with any portion of a usage during a call amounting to less than a minute being rounded up to the next full minute.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Rates for Travel Card Usage^{1,2}

Per minute	\$0.129
Access fee (per call)	\$0.650

¹ Rates apply to calls between points in contiguous 48 states. For calls to or from international points or other points outside of contiguous 48 states, the Company's generally-applicable rates for such calling apply.

² Travel Card Usage is billed on a per call basis in one minute increments, with any portion of usage during a call amounting to less than a minute being rounded up to the next full minute..

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Rates

Business Custom Calling Features

	Recurring Rate	Nonrecurring Charge
Call Waiting I.D.	\$5.50	\$4.99
Anonymous Call Rejection	\$5.50	\$4.99
Call Transfer Disconnect-unrestricted	\$5.50	\$4.99
Call Transfer Disconnect-unrestricted	\$5.50	\$4.99
Hunting	\$5.50	\$4.99
Automatic Callback	\$5.50	\$4.99
Call Pickup Group or Station	\$5.50	\$4.99
Conference Station Controlled-Large	\$5.50	\$4.99
Conference Station Controlled-Small	\$5.50	\$4.99
Directed Call Pickup- Group-Barge-In	\$5.50	\$4.99
Directed Call Pickup- Group-nonBarge-In	\$5.50	\$4.99
Distinctive Ringing and Call Waiting Tone	\$5.50	\$4.99
Call Transfer DID to DOD	\$5.50	\$4.99
Speed Calling – Individual (6 or 8)	\$5.50	\$4.99
Speed Calling -- Individual (30)	\$5.50	\$4.99
Speed Calling – Group (30)	\$5.50	\$4.99

¹ No charge for initial selection of Caller I.D. blocking option. Blocking option may be changed one time at no charge.

Voice Mail

	<u>Monthly Charge</u>
1. Basic Package (includes 45-second greeting and 15 messages)	\$13.95
2. Gold Package (includes 60-second greeting and 25 messages)	\$14.95
3. Premier Package (includes 60-second greeting and 35 messages)	\$15.95

SERVICE AND RATE SCHEDULES

Local Exchange Services

1. Change Charges, Miscellaneous Service Charges (assessed per line or trunk, per order unless otherwise stated):

	<u>Non-Recurring Charge</u>	<u>Monthly Rate</u>
PIC Change Charge	\$8.26	N/C
Move Order	\$49.99	N/C
Telephone Number Change	\$49.99	N/C
Disconnect Charge	\$19.95	N/C
Reactivate Suspended Service, per BTN	\$49.99	N/C
Reactivate Suspended Service, per BTN	\$49.99	N/C
Reactivate Disconnected Service	\$49.99	
Incumbent local exchange carrier billing option, per account	N/C	\$8.95
Installation Fee, per each new feature	\$7.95	N/C

2. Inside Wire Maintenance Service Insurance

Customers electing coverage for inside wire maintenance service will be covered immediately upon purchase of insurance when insurance is purchased at time of initial telephone service order on the insured line. Customers who do not elect to purchase insurance at time of initial telephone service but wish to add insurance at a later date may do so, but there will be a 30 day waiting period before a claim for insurance-covered repair may be filed.

Monthly recurring
Charge, per line covered
\$5.50

Inside Wire Maintenance Service Insurance covers the labor rate for repair by the Company of inside wiring owned by the customer, including all standard wiring, jacks and connections. Insurance does not cover repair or other work by person other than the Company or the Company's contractors. Insurance does not apply to repair of any equipment or hardware such as telephones, facsimile machines, modems, and answering machines, and does not cover wiring owned by a third party. Insurance does cover isolation of a problem to a faulty piece of equipment or hardware. Signal cables or cords from a jack to a particular piece of hardware or equipment are not covered.

SERVICE AND RATE SCHEDULES

Local Exchange Services

3. Directory Listings; Distribution of Directories

The Company does not publish a directory or provide other similar listings of its Subscribers. The Company will arrange for Subscribers, other than Subscribers requesting non-published service, to be listed in the directories and directory assistance records of the ILEC serving the area where the Customer's premises is located. Except as provided below, such listings will be charged in accordance with the ILEC's listing service Service Guide schedule, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such schedules on file with the Commission that are current and effective as of the effective date of this Service Guide sheet. Except as provided below, subscribers are responsible for payment of all rates and compliance with all terms and conditions set forth in such schedules.

Listing Fee

Per initial listing (per month)	\$5.50
Per additional listing (per month)	\$5.50

4. Non-Published Service

At the request of the Subscriber, the Subscriber's name, address, and telephone number will not be listed in any directory or directory assistance records available to the public, except that the number may be included in reference listings. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies pursuant to Rule 20 of this tariff.

Nonpublished Service Charge (per month, per line)	\$5.50
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5. Directory Assistance

Users of the company's calling services (excluding toll-free services) may obtain assistance in determining telephone numbers by calling the Directory Assistance operator. Each number requested is charged for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance. Non-published telephone numbers are not available from the Directory Assistance service.

	<u>Charge</u>
Per call	\$1.85

SERVICE AND RATE SCHEDULES

Local Exchange Services

6. Operator Services

- a. Basic Operator (operator handled, sent-paid station-to-station service)

Charge (per call)
\$2.00

- b. Person-to-Person Service

Charge (per call)
\$6.00

- c. Busy Line Verification (BLV) and Emergency Interrupt (BLV/I)

	<u>Charge</u> (per call)
BLV	\$5.00
BLV/I	\$7.50

7. Pay by Phone Fee – Applies, per payment, made by credit card over the telephone:

\$1.00

SERVICE AND RATE SCHEDULES

Local Exchange Services

9. 900/976 BLOCKING

- A. The Company will, upon a Subscriber's request and where technically feasible, block calls placed from the Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers, whether directly dialed or placed through operator assisted service provided by the Company's operators. Call Blocking and Remove Call Blocking charges apply as specified below. At central offices where per-line blocking is not technically feasible, all calls to 976 and 900 numbers will be blocked.
- B. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the Subscriber fails or refuses to pay any charges billed by the Company for calls to such numbers, except for any charges for which adjustments have been granted. Call Blocking and Remove Call Blocking charges apply as specified below.
- C. The Company may block calls placed from a Subscriber's telephone to intrastate 976 numbers and intrastate or interstate 900 numbers if the accrued, unpaid charges to be billed by the Company for calls to such numbers at any time exceeds \$150 and the Company is unable to contact the Subscriber to assure the Subscriber's agreement to pay for such calls. Call Blocking and Remove Call Blocking charges will not apply.
- D. Rates (per line, per order)
 - Call Blocking: \$5.00
 - Remove Call Blocking: \$5.00

SERVICE AND RATE SCHEDULES

Interexchange Services

138 Plan: includes Outbound Toll (1+) and Inbound Toll-Free (e.g. 800) calling, plus calling card. All usage is billed in one minute increments with each partial minute of usage during a call being rounded up to the next whole minute.

1. <u>Monthly Service Charge</u>	\$5.50
2. <u>Outbound Toll Usage</u> (per minute)	
Intrastate	\$0.059
Interstate	\$0.059
3. <u>Inbound Toll-Free Usage</u> (per minute) ¹	
Intrastate	\$0.089
Interstate	\$0.129
4. <u>Calling Card Usage</u>	
Access (per call)	\$0.65
Usage (per minute)	\$0.27

148 Plan: includes Outbound Toll (1+) and Inbound Toll-Free (e.g. 800) calling, plus calling card. All usage is billed in one minute increments with each partial minute of usage during a call being rounded up to the next whole minute.

1. <u>Monthly Service Charge</u>	\$5.95
2. <u>Outbound Toll Usage</u> (per minute)	
Intrastate	\$0.069
Interstate	\$0.039
5. <u>Inbound Toll-Free Usage</u> (per minute) ¹	
Intrastate	\$0.089
Interstate	\$0.129
6. <u>Calling Card Usage</u>	
Access (per call)	\$0.65
Usage (per minute)	\$0.27

¹ Calls initiated from payphone are subject to \$0.059-per-call surcharge.

SERVICE AND RATE SCHEDULES

Interexchange Services

K. 150 Plan: includes Outbound Toll (1+) and Inbound Toll-Free (e.g. 800) calling, plus calling card. All usage is billed in one minute increments with each partial minute of usage during a call being rounded up to the next whole minute.

1. <u>Monthly Service Charge</u>	\$5.95
2. <u>Outbound Toll Usage (per minute)</u>	
Intrastate	\$0.079
Interstate	\$0.059
3. <u>Inbound Toll-Free Usage (per minute)¹</u>	
Intrastate	\$0.089
Interstate	\$0.129
4. <u>Calling Card Usage</u>	
Access (per call)	\$0.65
Usage (per minute)	\$0.27

¹ Calls initiated from a payphone are subject to \$0.59-per-call surcharge.

L. 152 Plan: includes Outbound Toll (1+) and Inbound Toll-Free (e.g. 800) calling, plus calling card. All usage is billed in one minute increments with each partial minute of usage during a call being rounded up to the next whole minute.

1. <u>Monthly Service Charge</u>	\$6.95
2. <u>Outbound Toll Usage (per minute)</u>	
Intrastate	\$0.079
Interstate	\$0.049
3. <u>Inbound Toll-Free Usage (per minute)¹</u>	
Intrastate	\$0.089
Interstate	\$0.129
4. <u>Calling Card Usage</u>	
Access (per call)	\$0.65
Usage (per minute)	\$0.27

¹ Calls initiated from a payphone are subject to \$0.59-per-call surcharge.

SERVICE AND RATE SCHEDULES

Interexchange Services

153 Plan: includes Outbound Toll (1+) and Inbound Toll-Free (e.g. 800) calling, plus calling card. All usage is billed in one minute increments with each partial minute of usage during a call being rounded up to the next whole minute.

1. <u>Monthly Service Charge</u>	\$7.95
2. <u>Outbound Toll Usage</u> (per minute)	
Intrastate	\$0.079
Interstate	\$0.039
7. <u>Inbound Toll-Free Usage</u> (per minute) ¹	
Intrastate	\$0.089
Interstate	\$0.129
8. <u>Calling Card Usage</u>	
Access (per call)	\$0.65
Usage (per minute)	\$0.27

N. 155 Plan: includes Outbound Toll (1+) and Inbound Toll-Free (e.g. 800) calling, plus calling card. All usage is billed in one minute increments with each partial minute of usage during a call being rounded up to the next whole minute.

1. <u>Monthly Service Charge</u>	\$5.95
2. <u>Outbound Toll Usage</u> (per minute)	
Intrastate	\$0.089
Interstate	\$0.059
3. <u>Inbound Toll-Free Usage</u> (per minute) ¹	
Intrastate	\$0.089
Interstate	\$0.129
4. <u>Calling Card Usage</u>	
Access (per call)	\$0.65
Usage (per minute)	\$0.27

¹ Calls initiated from a payphone are subject to \$0.59-per-call surcharge.

SERVICE AND RATE SCHEDULES

Interexchange Services

156 Plan: includes Outbound Toll (1+) and Inbound Toll-Free (e.g. 800) calling, plus calling card. All usage is billed in one minute increments with each partial minute of usage during a call being rounded up to the next whole minute.

1. <u>Monthly Service Charge</u>	\$8.95
2. <u>Outbound Toll Usage</u> (per minute)	
Intrastate	\$0.089
Interstate	\$0.029
9. <u>Inbound Toll-Free Usage</u> (per minute) ¹	
Intrastate	\$0.089
Interstate	\$0.129
10. <u>Calling Card Usage</u>	
Access (per call)	\$0.65
Usage (per minute)	\$0.27

SERVICE AND RATE SCHEDULES

TAXES AND SURCHARGES

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. AT&T California) tariffs.

REGULATORY ASSESSMENT FEE

Customers will be assessed a monthly Regulatory Assessment Fee. The Regulatory Assessment Fee permits the Company to recover the costs associated with access charges, taxes, and the expenses associated with regulatory matters and is applied each month in which the Customer has calling charges.

Regulatory Assessment Fee, per account, per month	\$0.63
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ILEC BILL STATEMENT FEE

Customers may elect to have the convenience of Company billing appearing on the Customer's incumbent local exchange carrier invoice. If customer does not elect to receive incumbent local exchange carrier billing, no ILEC Bill Statement Fee applies.

ILEC Bill Statement Fee, per account, per month	\$0.12
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COST RECOVERY FEE

Customers will be assessed a monthly Cost Recovery Fee. The Cost Recovery Fee permits the Company to recover a portion of the costs charged by local telephone company to process intrastate and local calls.

Cost Recovery Fee, per account, per month	\$0.09
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