



## CALIFORNIA TELECOMMUNICATIONS SERVICE GUIDE

Preferred Long Distance, Inc. dba Telplex Communications

U-5502-C



Thank you for selecting Preferred Long Distance, Inc. dba Telplex Communications (“Telplex” or “Company”) 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. Preferred has been granted California Public Utilities Commission authority to provide Services under this Service Guide in lieu of a Tariff. Preferred 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 <https://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.

## TABLE OF CONTENTS

Table of Contents.....	2
Application of Service Guide.....	3
Section 1 – Definitions.....	4
Section 2 – Regulations.....	8
Section 3 – Service Descriptions.....	50
Section 4 – Rates.....	62



## APPLICATION OF SERVICE GUIDE

Thank you for selecting Preferred Long Distance, Inc. dba Telplex Communications (“Telplex” or Company”) as your local and/or long distance telecommunications service provider. This Service Guide establishes the standard rates, terms, and conditions that apply to the provision and your use of Telplex’s retail local exchange and interexchange long distance telecommunications Services in the State of California. Your verbal or written Service Order or any use by you of Telplex’s Service constitutes agreement by you to all of the rates, terms, and conditions set forth in this Service Guide, including any other documents specifically incorporated herein.

The provisions of this Service Guide apply only to retail telecommunications Services furnished by Telplex and do not apply, unless otherwise specified, to any other services, including, without limitation, Information Services and other unregulated services offered by Telplex. Except as expressly specified in this Service Guide with respect to particular Service plans ordered by Customers, the rates and charges set forth in this Service Guide do not cover lines, facilities, or services furnished to Customers by other carriers, including, without limitation, lines, facilities, or services that are used by Customers to access Telplex’s long distance Services or to complete calls to or from points beyond Telplex’s local network calling areas. Customers are solely responsible for obtaining any customer premises equipment and for establishing suitable agreements or other arrangements with other carriers that may be needed to access and use Telplex’s Services.

The provisions of this Service Guide establish the sole and exclusive rates, terms, conditions, and understandings pertaining to Telplex’s provision and Customer’s use of Services ordered by Customer, and supersede all prior agreements, proposals, representations, and understandings, whether written or oral, with respect to such Services. No provisions of this Service Guide may be changed, waived, or otherwise amended, or modified in any manner except pursuant to a Written Contract that has been duly executed by Telplex for such purpose.

In the event of any conflict between the provisions of this Service Guide and any applicable Written Contract, such conflict will be resolved by giving preference, first, to the applicable Written Contract provisions and, second, to this Service Guide.

The rates, rules, terms, and conditions contained in this Service Guide are subject to change at Telplex’s sole discretion. Customers will be notified of changes through bill messages or inserts or otherwise in accordance with applicable law and regulations prior to the date on which changes become effective. Changes will also be posted on Telplex’s website at <https://telplex.com/>. Your continued use of Telplex’s Service following any such changes constitutes your agreement to such changes.

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

For additional information or assistance, please visit us on the web at <https://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 216830 Ventura Blvd., Suite 350, Encino, CA 91436. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8 a.m. to 5 p.m. Pacific Time.

---

*This Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex Service Guide is subject to change by the Company from time to time. See Telplex’s web site for current version. This Service Guide reflects the version in effect as of February 15, 2024.*



## SECTION 1 – DEFINITIONS

**Applicant:** Any entity or individual who applies for Service offered under this Service Guide.

**Authorized User:** a person, firm or corporation authorized by the Customer to be an end-User of the service of the Customer.

**Business Customer:** a Customer that uses a Business Service Offering as set forth in this Service Guide.

**Central Office:** a local exchange switching unit that is used to interconnect Exchange Access Lines with the public switched telephone network.

**Channel or Circuit:** a path for transmission between two (2) or more points having a bandwidth and termination of Customer's own choosing.

**Common Carrier:** an authorized company or entity providing telecommunications services to the public.

**Commission:** The California Public Utilities Commission.

**Company:** Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex, the issuer of this Service Guide.

**Contract:** a binding agreement between Customer and Company specifying terms, pricing, and other conditions of Service. A Contract for a particular Service is formed upon the Company's acceptance of a Service Order or the Customer's use of the Service provided by the Company. Except as otherwise provided in a Written document signed by the Company and the Customer, the provisions of this Service Guide, together with the applicable Service Order, constitute the Contract for the Service requested or used by the Customer.

**Customer or Subscriber:** the person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided a Service and that is responsible for the payment of charges and compliance with the terms and conditions of this Service Guide and any Written Contract for Service.

**Customer Premises:** a location designated by the Customer for the purposes of connecting to the Company's Services.

**Deposit:** Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges for Services.



## SECTION 1 – DEFINITIONS, Continued

**Directory Assistance Service:** a Service whereby Customers may dial a special directory assistance code or telephone number to reach an operator or automatic Interactive Voice System (“IVS”) that will provide available, published directory listings.

**E-911/911:** an emergency Service whereby a Customer dials a 911 emergency code or other emergency number and is then connected to an emergency agency responsible for the dispatch of emergency assistance. E911 and 911 are used interchangeably to refer to any emergency dialing arrangement.

**Exchange Access Line:** The line between the network interface at the Customer Premises and the Central Office serving the line, including associated Central Office equipment and related facilities, furnished by the Company to provide access to and from the public switched telephone network.

**Exchange Area:** a geographically defined area where an individual company holds itself out as providing Local Telephone services.

**FCC:** Federal Communications Commission.

**Individual Case Basis (“ICB”):** a Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

**Interexchange Carrier (IXC):** a Long Distance Telecommunications service provider.

**Interruption:** the inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for Service difficulties such as slow dial tone, Circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Service Guide by the Company shall not apply where Service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Service Guide, terminates Service because of non-payment of bills, unlawful or improper use of the Company’s facilities or service, or breach of the provisions of this Service Guide, or as required by applicable law.

**Local Access and Transport Area (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. Service Guide F.C.C. No. 4, or its successor Service Guide(s).



## SECTION 1 – DEFINITIONS, Continued

**Local Calling Area:** the area within which a customer of Local Exchange service may make a telephone call without incurring a ZUM Zone 3 or Toll charge. The Company concurs in the Local Calling Area (ZUM ZONE 1 and 2) boundaries defined by the incumbent local exchange carrier serving the Customer's location.

**Local Exchange Carrier ("LEC") or Local Telephone company:** a provider of Local Telephone service.

**Local Telephone or Local Exchange Service:** public switched communication service between points within an Exchange Area

**Long Distance Telecommunications ("Toll") Service:** public switched communication service between points in different Exchange Areas.

**Monthly Recurring Charges (MRC):** monthly charges to the Customer for Services, that continue for the agreed upon duration of the service.

**Non-Recurring Charge (NRC):** a one-time charge assessed to initiate and establish a Service or in connection with other work performed by the Company.

**Person-to-Person:** a call for which the person originating the call specifies to the operator a particular person, department or extension to be reached. Person-to-Person charges only apply when the call is completed to the requested party, department, or extension or when the calling party agrees to talk to another person.

**PBX:** Private Branch Exchange.

**Premises:** Denotes a building, a portion of a building in a multitenant building, or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public thoroughfare.

**Service:** Any service or product offered herein or any combination thereof.

**Service Area:** the area in which the Company provides Service.

**Service Order:** a written or verbal request by a Customer or prospective Customer for Company Services. The Company's acceptance of a Service Order initiates the respective obligations of the parties with regard to the ordered Service(s) pursuant to this Service Guide.

**Station:** the network control signaling unit and any other equipment provided at the Customer's Premises which enables the Customer to establish communications connections and to effect communications through such connections.

## SECTION 1 – DEFINITIONS, Continued

**Station-to-Station:** Any operator handled call where the person originating the call does not specify a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

**Subscriber:** the person, firm, partnership, corporation, or other entity who orders telecommunications Service from the Company or may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Telecommunications Relay Service (“TRS”):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and vice versa.

**Terminal Equipment:** Any telecommunications equipment at a Customer’s or other end user’s Premises or location that provides the end point for communications transmitted over the Company’s Service..

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

**Third Number Billing:** a billing option that allows a call to be billed to an account different from that of the calling or called party.

**Trunk:** a communications path, connecting a PBX to a Central Office or between two switch locations in a network.

**Usage Charges:** Charges assessed on a minutes-of-use or per use or message basis for communications over the Company’s facilities.

**User or End User:** a Customer, joint User, or any other person authorized by a Customer to use Service provided under this Service Guide.

**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.)

## SECTION 2 – REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

#### 2.1.1. Scope

The Company undertakes to furnish communications Service pursuant to the terms of this Service Guide in connection with transmission of communications between points within the state of California.

The Company is responsible under this Service Guide only for the Services provided by it and 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 customers.

#### 2.1.2. Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of Service under this Service Guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.



## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.3. Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days. For the purpose of computing charges in this Service Guide, a month is considered to have 30 days.
- B. At the Company's discretion, a Customer may be required to enter into a written Contract for Service. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred prior to the effective date of termination. The rights and obligations which by their nature extend beyond theof Service specified in an accepted Service Order shall survive such termination.
- D. In any action between the parties to enforce any provision of this Service Guide, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. This Service Guide shall be interpreted and governed by the laws of the state of California regardless of its choice of laws provision.
- F. Any other Telephone Company may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services for the right to obtain Service directly from the Company.
- G. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain, from the owner of the property, access for the other party to serve a person or entity.

## SECTION 2 – REGULATIONS, **CONTINUED**

### **2.1. UNDERTAKING OF THE COMPANY, Continued**

#### **2.1.4. Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or errors, or other defects, representations, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.10.
- B. Except for the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.10, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, Interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.4. Limitations on Liability, Continued

- D. The Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company, or (c) any other person, except for the Company's employees, agents, or contractors
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof
  3. Any unlawful or unauthorized use of the Company's facilities and Services
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or Services; or by means of the combination of Company-provided facilities or Services
  5. Breach in the privacy or security of communications transmitted over the Company's facilities

## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.4. Limitations on Liability, Continued

##### D. Continued

6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A of this Section 2.1.4.
7. Defacement of, or damage to, Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities.
9. Any non-completion of calls due to network busy conditions.
10. Any calls not actually attempted to be completed during any period that Service is unavailable.
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's Services or facilities.

## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.4. Limitations on Liability, Continued

- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this Service Guide does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors: In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in, or omissions of, directory listings, or errors or mistakes in, or omissions of, listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings, or for errors or mistakes in, or omissions of, listing obtainable from the directory assistance operator shall be at the monthly Service Guide rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Service Guide rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.4. Limitations on Liability, Continued

- I. With respect to Emergency Number 911 Service
  1. End-users may access 911 emergency service at no charge to the end user or Subscriber.
  2. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, errors or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
  3. The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, irrespective of any negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any of them.

## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.4. Limitations on Liability, Continued

- I. With respect to Emergency Number 911 Service, Continued
  4. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 Service upon request of such governmental authority. By subscribing to Service under this Service Guide, the Customer acknowledges and agrees with the release of information as described above.
  5. It is the Customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address information to the 911 database administrator. Once the customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Utility (or Company) to provide the location of the pilot number to the PSAP for 911 calls, and where technically and operationally feasible the Utility (or Company) will deliver ANI to the PSAP at a station level behind a Multi-line Telephone System.



- J. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. § 415.

#### 2.1.5. Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.6. Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make Services available to a Customer on or before a particular date specified in the applicable Service Order, subject to the provisions of, and compliance by, the Customer with the regulations contained in this Service Guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any of its own equipment or facilities at any time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's contractors or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished by the Company, the responsibility of the Company shall be limited to the Company's facilities. The Company shall not be responsible for:
  - 1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by Customer-provided equipment.



## SECTION 2 – REGULATIONS, Continued

### 2.1. UNDERTAKING OF THE COMPANY, Continued

#### 2.1.7. Non-routine Installation

At the Customer's request, installation service may be performed outside the Company's regular business hours. In that case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer'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.

#### 2.1.8. Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Service Guide, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services
- D. in a quantity greater than that which the Company would normally construct
- E. on an expedited basis
- F. on a temporary basis until permanent facilities are available
- G. involving abnormal costs or
- H. in advance of its normal construction.

#### 2.1.9. Ownership of Facilities

Title to all facilities provided in accordance with this Service Guide remains in the Company, its partners, agents, contractors or suppliers.

## SECTION 2 – REGULATIONS, Continued

### 2.2. PROHIBITED USES

- 2.2.1.** The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3.** The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other Users. Customer shall not be relieved of any obligation to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4.** A Customer, joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Service Guide will apply.

## SECTION 2 – REGULATIONS, Continued

### 2.3. OBLIGATIONS OF THE CUSTOMER

#### 2.3.1. General

The Customer is responsible for making proper application for Service; placing any necessary Service Order; complying with Service Guide regulations; and payment of charges for Services provided. Specific Customer responsibilities include, but are not limited to, the following:

- A. the payment of all applicable charges pursuant to this Service Guide
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1.C. All costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service

## SECTION 2 – REGULATIONS, Continued

### 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

#### 2.3.1. General, Continued

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer will be required to install and maintain Company facilities and equipment within a hazardous area. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to the location of Company facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1.D; and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Termination of Service as stated herein, removing the facilities or equipment of the Company
- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

## SECTION 2 – REGULATIONS, Continued

### 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

#### 2.3.2. Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in Subsection A, preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party for any Interruption of, interference to, or other defect in any Service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or User of the Company's Services for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this Service Guide including, but not limited to, mistakes, omissions, Interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or User contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or User and not by any act, or omission of, the Customer. Nothing in this Service Guide is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## SECTION 2 – REGULATIONS, Continued

### 2.4. CUSTOMER EQUIPMENT AND CHANNELS

#### 2.4.1. General

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Service Guide. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication.

#### 2.4.2. Station Equipment

- A. Terminal Equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its Terminal Equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

## SECTION 2 – REGULATIONS, Continued

### 2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

#### 2.4.3. Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only as authorized by such carriers.
- C. Facilities furnished under this Service Guide may be connected to Customer-provided Terminal Equipment in accordance with the provisions of this Service Guide. All such Terminal Equipment shall be registered with the FCC, pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Service Guide only to the extent that the User is an "End User", as defined in Section 69.2(m) of the Federal Communications Commission's rules, 47 C.F.R. §69.2(m).

## SECTION 2 – REGULATIONS, Continued

### 2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

#### 2.4.4. Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.A for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.



## SECTION 2 – REGULATIONS, Continued

### 2.5. APPLICATION FOR SERVICE

- 2.5.1** 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, and any other rates or charges which will appear on the Customer's first bill.
- 2.5.2.** 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 Service Guide.
- 2.5.3.** Upon acceptance of a verbal Service Order, the Company will provide a Customer with a written confirmation. Such written confirmation shall be provided the Customer not later than ten days after acceptance of the Service Order, unless ordered through another carrier, in which case written confirmation will be provided the Customer no later than ten days after the Company receives such notice from the other carrier. The confirmation letter will: briefly describe the Service, itemize all charges that will appear on the Customer's bill, and describe, by reference to this Service Guide, all material terms and conditions of the service that could affect what the Consumer pays for the Service local exchange services provided by the Company.
- 2.5.4.** Applicants whose Service Orders 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 non-recoverable 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 non-recoverable 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.
- 2.5.5.** 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.

## SECTION 2 – REGULATIONS, Continued

### 2.6. SPECIAL INFORMATION REQUIRED ON FORMS

#### 2.6.1. 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:

“Your bill is due upon presentation. The bill is delinquent if payment is not received by the 25<sup>th</sup> of the month. A late charge is incurred for services rendered when not paid by the due date. Previous balances are subject to a late charge of 1.5%, calculated monthly, without deduction for payments or credits made during the period. The annualized late charge is 18%. If payment is not received by the due date, your service may be disconnected. A reconnection fee and all outstanding charges will be due prior to reconnection. A security deposit may also be required to reactivate disconnected service.”

“For California customers only, if you have a complaint you cannot resolve with us directly, you write the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at [www.cpuc.ca.gov](http://www.cpuc.ca.gov), or call 1-800-649-7570 or TDD 1-800-229-6846.”

## SECTION 2 – REGULATIONS, Continued

### 2.7. PAYMENT ARRANGEMENTS

#### 2.7.1. Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. The Customer is responsible for payment of any government-imposed sales, use, gross receipts, excise, or other local, state, federal taxes, charges, or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale, or use of Services or equipment provided by the Company, plus the amount of any government-mandated universal service contributions or other amounts that are imposed on the Company based on revenues received from, or Services provided to, the Customer. Such taxes, fees, and surcharges are not included in the rates specified herein and will be added to the Company's bills for Services.
- C. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.
- D. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage-based charges.

## SECTION 2 – REGULATIONS, Continued

### 2.7. PAYMENT ARRANGEMENTS, Continued

#### 2.7.2. Billing and Collection of Charges, Continued

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for Services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable by the due date shown on the bill.
- B. The Company will present invoices for recurring charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges will be due by the due date shown on the bill. When billing is based on Customer usage, charges will be billed monthly for preceding billing periods.
- C. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Service Guide or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, by the due date, as shown on the bill, a late charge will be due to the Company. The late charge will be assessed at the rate of 1.5% per month on all amounts that remain outstanding after the due date for each month in which any portion of the outstanding amount remains unpaid. No apportionment will be made for payments made or credits applied during such month.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If Service is disconnected by the Company in accordance with Section 2.7.6 following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.

## SECTION 2 – REGULATIONS, Continued

### 2.7. PAYMENT ARRANGEMENTS, Continued

#### 2.7.3. Disputed Bills

- A. Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at: Telplex 16830 Ventura Blvd., Ste 350, Encino, CA 91436, Telephone: 1.888.479.2770.
- B. 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 by 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.
- C. Not less than seven days prior to discontinuing service, the Company will provide the Customer whose payments are overdue with a written notice.
- D. If the Customer is not satisfied with the Company's response, the Customer submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if the Customer prefers not to submit a complaint online:

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

**SECTION 2 – REGULATIONS, Continued**

**2.7. PAYMENT ARRANGEMENTS, Continued**

**2.7.3. Disputed Bills Continued**

D. Continued

Customers with limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If the Customer prefers having calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

<b>Type of Call</b>	<b>Language</b>	<b>Toll-free 800 Number</b>
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

To avoid having service turned off while waiting for the outcome of a complaint to the CPUC **specifically regarding the accuracy of a bill**, the Customer should contact CAB for assistance. If the Customer’s case meets the eligibility criteria, CAB will provide the Customer with instructions on how to mail a check or money order to be impounded pending resolution of the case. The Customer must continue to pay current charges while the complaint is under review to keep service turned on.

- E. 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.
  
- F. Neither party to a complaint involving service to a Consumer (i.e., neither the Company nor Customer) will be liable to the other for attorneys fees or other costs incurred in connection with any complaint brought before the Commission, FCC, or any other government agency, other than a court of law having jurisdiction over the matter.

---

This Preferred Long Distance, Inc. dba Telpex Communications and dba Telpex Service Guide is subject to change by the Company from time to time. See Telpex’s web site for current version. This Service Guide reflects the version in effect as of February 15, 2024.

## SECTION 2 – REGULATIONS, Continued

### 2.7. PAYMENT ARRANGEMENTS, Continued

#### 2.7.4. Deposits

- A. Company may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- B. Company may require a deposit from an existing Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- C. Company will calculate the maximum deposit required from an Applicant for Service or an existing Customer by estimating the expected charges for Service for a two (2) month period. Company may adjust the amount of deposit to be held in order to maintain a two (2) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.
- D. Customers may satisfy deposit requirements as follows:
  - 1. In cash,
  - 2. By an acceptable bank letter of credit,
  - 3. Other forms of security acceptable to Company.
- E. Deposits will be refunded to Customers within 120 days after the discontinuance of all Services.
- F. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.
- G. Interest, if any, to be applied to Customer deposits held by Company shall be at the rate, if any, that is prescribed by the Commission.

## SECTION 2 – REGULATIONS, Continued

### 2.5. PAYMENT ARRANGEMENTS, Continued

#### 2.7.5. Establishment of Credit

- A. In order to assure the proper payment of all Customer-incurred charges for Service, the Company will require Applicants and Customers to establish and maintain acceptable credit.
- B. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the timely payment of all charges assessed by the Company, and in no way modify the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by the Company.
- C. The Company may refuse to furnish service to an Applicant that has not paid charges for service previously furnished by any telephone company until, at the option of the Company, the Applicant pays any past due bill and/or makes deposit arrangements suitable to the Company.



## SECTION 2 – REGULATIONS, Continued

### 2.7. PAYMENT ARRANGEMENTS, Continued

#### 2.7.5. Establishment of Credit, Continued

- D. Applicants may establish credit by submitting a business credit evaluation plan acceptable to the Company.
- E. If verification of an Applicant's credit is required, the Company may, at its discretion, provide service if the Applicant furnishes advance payment of both the applicable charges for connection of service and the estimated charges for the first thirty (30) days of service.
- F. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which the Company may refuse to provide or continue service until the Customer provides a deposit, pursuant to section 2.7.4.
- G. An existing Customer may be required to reestablish credit by the payment or increase of a cash deposit, when any of the following conditions occur:
  - 1. During the first twelve (12) months that a customer receives service, the Customer pays late three (3) times or has service disconnected by the Company for nonpayment two (2) times
  - 2. After the first twelve (12) months that the Customer has received service, the Customer has had service disconnected two (2) times by the Company or the Company provides evidence that the Customer used a device or scheme to obtain service without payment; or
  - 3. After the first twelve (12) months that a business Customer has received service, the business Customer pays late at least three (3) times during any twelve (12) month period.
- H. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
- I. A Customer may be required to reestablish credit when the nature of service furnished or the basis on which credit was established has significantly changed.
- J. If a Customer fails to reestablish credit as required by the Company, service may be disconnected no sooner than five (5) days after delivery, or eight (8) days after mailing, of written notice of intention to disconnect.

## SECTION 2 – REGULATIONS, Continued

### 2.8. TERMINATION OF SERVICE ARRANGEMENTS

#### 2.8.1. Refusal or Cancellation of Service by Company

##### A. Refusal of Service

Company reserves the right to refuse to furnish Service to an Applicant without incurring liability if any of the following conditions exist:

1. The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with the Company for payment
2. A condition exists which in the Company's judgment is unsafe or hazardous to the Applicant, the general population, or the Company's personnel or facilities
3. The Applicant is known to be in violation of the Company's Tariffs filed with the Commission
4. The Applicant has failed to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by the Company as a condition for providing Service
5. Applicant falsifies his or her identity for the purpose of obtaining Service
6. Service is requested at an address where Service has been discontinued for non-payment of bills for any service subject to this Service Guide and it is determined that the non-payment Customer or real users of the previously discontinued Service still reside at the address or
7. The Service requested is not available for reasons cited elsewhere in this Service Guide.

## SECTION 2 – REGULATIONS, Continued

### 2.8. TERMINATION OF SERVICE ARRANGEMENTS, Continued

#### 2.8.1. Refusal or Cancellation of Service by Company, Continued

##### B. Discontinuance or Termination of Service

1. Company reserves the right to immediately discontinue furnishing Service to Customer for the following reasons:
  - (a) nonpayment of billed and delinquent charges, deposits, deferred payments owed to the telecommunications corporation
  - (b) abusive use of the telephone services in a manner that interferes with the service of another person
  - (c) intentionally using the service in a manner that causes wrongful billing charges to another person
  - (d) intentionally using the service to transmit messages or to locate a person to give or obtain information, without payment of appropriate message charges
  - (e) using the service with fraudulent intent by impersonating someone else
  - (f) using the service for unlawful purposes
  - (g) tampering with or destroying company lines, equipment or other properties
  - (h) subterfuge or deliberately furnishing false information when applying for and obtaining telephone services

## SECTION 2 – REGULATIONS, Continued

### 2.8. TERMINATION OF SERVICE ARRANGEMENTS, Continued

#### 2.8.1. Refusal or Cancellation of Service by Company, Continued

##### B. Discontinuance or Termination of Service, Continued

2. Company may discontinue Service according to the following conditions upon seven (7) days written notice:
  - (a) For violation of the Service Guide
  - (b) For the non-payment of any proper charge assessed by the Company, including one for the Service furnished to the Customer at the same or another location, or where the Customer had voluntarily assumed, in writing, responsibility for the bills for such Service
  - (c) When the Company has reason to believe that a Customer has used a device or scheme to obtain Service without payment and where the Company has so notified the Customer prior to disconnection
  - (d) Failure to meet or maintain the Company's credit requirements
  - (e) If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's Services
  - (f) For Customer's breach of the Contract for Service between the Company and Customer; or
  - (g) Unauthorized resale of equipment or Service.

Except for discontinuance pursuant to items c and g, 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.

## SECTION 2 – REGULATIONS, Continued

### 2.8. TERMINATION OF SERVICE ARRANGEMENTS, Continued

#### 2.8.1. Refusal or Cancellation of Service by Company, Continued

- C. Service may not be terminated for failure to pay any amount subject to a bona fide dispute pending before the Commission.
- D. 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).
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.

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.

## SECTION 2 – REGULATIONS, Continued

### 2.8. TERMINATION OF SERVICE ARRANGEMENTS, Continued

#### 2.8.2. Cancellation of Application for Service

- A. A Service Order cannot be canceled once it is accepted by the Company without the Company's agreement. Where the Company permits a Customer to cancel a Service Order prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, 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 incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service commenced (all discounted to present value at six percent).
- C. 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 by the Company, less 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.
- D. The special charges described in 2.8.2.A. through 2.8.2.C. will be calculated and applied on a case-by-case basis.

## SECTION 2 – REGULATIONS, Continued

### 2.8. TERMINATION OF SERVICE ARRANGEMENTS, Continued

#### 2.8.3. Changes in Service Requested

If the Customer makes or requests material changes in Circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the Service Order, the Customer's installation fee shall be adjusted accordingly.

#### 2.8.4. Service Cancellation or Termination

If a Customer cancels a Service Order or terminates Services before the completion of the term, the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth above.

#### 2.8.5. Termination Liability

The Customer's termination liability for cancellation of Service shall be equal to:

- A. all unpaid Non-Recurring charges for activities undertaken, or for costs incurred, by the Company to establish Service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9 NOTICES AND PROVISION OF CERTAIN INFORMATION

#### 2.9.1. 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, 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.

#### 2.9.2. 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 30 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 Company is required to collect and remit to a government agency or similar government-mandated amounts paid by the Company based on revenues from, or is its provision of, Service.]

#### 2.9.3. 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.



## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. NOTICES AND PROVISION OF CERTAIN INFORMATION, Continued

#### 2.9.4. 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:

- Company's name.
- The name and address of the Subscriber, and the telephone number(s) associated with the delinquent account.
- Information sufficient for the Subscriber to identify what service(s) are to be terminated, and the delinquent amount(s).
- The time or date by which payment, or arrangement for payment, must be made to avoid termination.
- The toll-free telephone number of the Company's representative who can provide additional information or institute arrangements for payment.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. NOTICES AND PROVISION OF CERTAIN INFORMATION, Continued

#### 2.9.4. Notice of Discontinuance of Service, Continued

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.

#### 2.9.5. 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.

#### 2.9.6. 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:

- A. 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.
- B. 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.
- C. 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.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. NOTICES AND PROVISION OF CERTAIN INFORMATION, Continued

#

#### 2.9.7. Other

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

- A. 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.
- B. A description of the Company's service offerings that relate to the customer's inquiry and are currently open to Customers in California, and the applicable key rates, terms and conditions.
- C. 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.
- D. A description of Customer's privacy rights and how the Company handles confidential subscriber information.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.10. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

Interruptions in Service that are not due to the negligence of, or noncompliance with the provisions of this Service Guide, by the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.10.1 for the part of the Service that the Interruption affects.

#### 2.10.1. General

- A. A credit allowance will be given when Service is interrupted, except as specified below. A Service is interrupted when it becomes inoperative to the Customer, i.e., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Service Guide.
- B. An Interruption period begins when the Customer reports a Service, facility or Circuit to be inoperative and, if necessary, releases it for testing and repair. An Interruption period ends when the Service, facility or Circuit is operative.
- C. If the Customer reports a Service, facility or circuit to be interrupted but declines to release it for testing and repair or refuses access to its Premises for test and repair by the Company, the Service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

## SECTION 2 – REGULATIONS, Continued

### 2.10. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

#### 2.10.2. Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, or noncompliance with, the provisions of this Service Guide by any person or entity other than the Company, including but not limited to the Customer
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company
- C. Due to circumstances or causes beyond the reasonable control of the Company
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions
- E. A Service will not be deemed interrupted, if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider
- F. During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction and
- H. That was not reported to the Company within thirty (30) days of the date that Service was affected.

## SECTION 2 – REGULATIONS, Continued

### 2.10. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

#### 2.10.3. Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of Interruption, the Customer must pay the charges for the alternative service used.

#### 2.10.4. Application of Credits for Interruptions in Service

- A. Credits for Interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. 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.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for Interruptions of more than 24 consecutive hours. A one-day credit allowance will be provided for each 24-hour period of Interruption.
- D. Adjustments not in dispute will be rendered within two (2) billing periods after the billing period in which the Interruption occurred.

## SECTION 2 – REGULATIONS, Continued

### 2.11. USE OF CUSTOMER'S SERVICE BY OTHERS

Joint use arrangements will be permitted for all Services provided under this Service Guide. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each joint User shall be responsible for the payment of the charges billed to it.

### 2.12. TRANSFERS AND ASSIGNMENTS

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- to any subsidiary, parent company or affiliate of the Company
- pursuant to any sale or transfer of substantially all the assets of the Company; or
- pursuant to any financing, merger or reorganization of the Company.

## SECTION 2 – REGULATIONS, Continued

### 2.13. CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's Services provided under this Service Guide.

#### 2.13.1. Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a 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 cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or to Users authorized by the Customer to use Service provided under this Service Guide, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or Services obtained by the unauthorized User before notification to the Company.



## SECTION 2 – REGULATIONS, Continued

### 2.14. MISCELLANEOUS PROVISIONS

#### 2.14.1. Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.

When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

#### 2.14.2. 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.

#### 2.14.3. 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.

#### 2.14.4. 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.

## SECTION 3 – SERVICE DESCRIPTIONS

### 3.1. APPLICATION OF RATES

#### 3.1.1. Types of Charges

##### A. Non-Recurring Charges (One Time Fees)

##### 1. Installation, Service Changes, and Other Work

##### a. Line Installation or Service Establishment Fee

The installation fee is a non-recurring charge that applies to the installation of a new line or transfer of an existing Service to a different location.

##### b. Technician Fee to Have New Jacks Installed

##### c. Feature Installation Fee

The addition of a custom calling feature or other option. Charge is per each new feature or option.

##### d. Temporary Disconnections & Reactivation Charge

This charge applies to the restoration of Service and facilities that have been temporarily suspended because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. In the event of permanent discontinuance of Service, commencement of Service will require payment of a new Line Installation fee and other non-recurring charges applicable to new Service establishment, as well as payment of all outstanding amounts due as the result of the earlier discontinuation.

##### e. Service Change or Termination

A non-recurring charge applies to any change to or discontinuance of existing Service requested by the Customer.

##### f. Other

Non-recurring charges also apply to other work as specified in this Service Guide.

## SECTION 3 – SERVICE DESCRIPTIONS, Continued

### 3.1. APPLICATION OF RATES, Continued

#### 3.1.1. Types of Charges, Continued

##### B. Payment (Accounting) Fees

1. Check by Phone
2. Late Fee
3. Return Check Fee

##### C. Taxes and Surcharges

1. Customer Liability for Taxes, Surcharges, and Fees

Telephone usage is subject to all federal, state, local taxes, surcharges and mandated regulatory fees including but not limited to universal service fund, universal service fund carrier cost recovery fee and Access Line fees.

2. Local Service Surcharges

The following surcharges are only charged if the Customer subscribes to local Service.

- a. Federal Regulatory Fee (FCC)
- b. Local Number Portability (LNP)
- c. Federal Line Charge (EUCL)

### SECTION 3 – SERVICE DESCRIPTIONS, Continued

#### 3.1. APPLICATION OF RATES, Continued

##### 3.1.2. Call Timing for Usage Sensitive Services

Where charges for a Service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply.

- A. Calls are measured in durational increments identified for each Service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

## SECTION 3 – SERVICE DESCRIPTIONS, Continued

### 3.2. LOCAL EXCHANGE SERVICE AREAS

3.2.1. The Company provides Local Exchange Service within the service exchanges of AT&T California. The Company concurs in, and hereby incorporates by this reference all current and effective service territory and local exchange boundary descriptions filed with the Commission by AT&T California, Frontier California, Inc., Consolidated Communications of California Company, and Citizens Telecommunications Company of California, Inc. or otherwise designated by these Companies.

3.2.2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

### 3.3. LOCAL EXCHANGE SERVICE

#### 3.3.1. Local Exchange Access Lines and Trunks

##### A. General

Local Exchange Access Lines and Trunks provide a Customer with analog, voice-grade telephonic communications Channels that can be used to place or receive one call at a time. Local Exchange Access Lines and Trunks provide a Customer with the ability to connect to the Company's switching network which enables the Customer to:

1. place or receive calls to any calling station in the Local Calling Area;
2. access 911 and/or Enhanced 911 Emergency Service;
3. access the Interexchange Carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
4. access operator assisted Services for the Local Calling Area;
5. access directory assistance for the Local Calling Area;
6. place or receive calls to toll-free (e.g., 800, 8XX) telephone numbers;
7. access Telephone Relay Services; and
8. entitle the Customer to a directory listing of the main telephone number.

### SECTION 3 – SERVICE DESCRIPTIONS, Continued

#### 3.3. LOCAL EXCHANGE SERVICE, Continued

##### 3.3.1. Local Exchange Access Lines and Trunks, Continued

- B. For incoming Service, an optional hunting feature is available for multiline or multi-trunk Customers that routes a call to an idle line or Trunk in a prearranged group when the called line or Trunk is busy. Where facilities permit, more than one type of optional hunting arrangement may be provided.
- C. Local Exchange Access Lines and Trunks are provided for the connection of Customer-provided wiring and FCC Part 68 approved devices.
- D. Local Exchange Access Lines and Trunks are provided on a single party (individual) basis only. No multi-party Service is offered.
- E. Service is available on a flat rate, message or measured rate basis depending on the type of Service selected by the Customer. Not all Service types (flat, message, measured) will be available in all areas.
- F. RECURRING CHARGES FOR LOCAL EXCHANGE SERVICE ARE BILLED MONTHLY IN ADVANCE. USAGE CHARGES, IF APPLICABLE ARE BILLED IN ARREARS. USAGE CHARGES MAY APPLY FOR CALLS OR MINUTES PLACED FROM THE CUSTOMER'S LINES OR TRUNKS. NO USAGE CHARGES WILL APPLY TO CALLS RECEIVED BY THE CUSTOMER OTHER THAN CALLS TO THE CUSTOMER'S TOLL-FREE NUMBER, IF PROVIDED. NON-RECURRING CHARGES ARE BILLED ON THE NEXT BILL IMMEDIATELY FOLLOWING WORK PERFORMED BY THE COMPANY.

## SECTION 3 – SERVICE DESCRIPTIONS, Continued

### 3.4 LOCAL EXCHANGE SERVICE FEATURES

Local Exchange Service features are available to Customers either on a subscription or per use basis. All features are provided subject to availability.

### 3.5 OTHER SERVICES

#### 3.5.1 Operator Assisted Calling Services

Customers have access to local and long distance operator assisted calling services. Calls may be billed collect to the called party or to the originating line. Local calls may be placed on a Station-to-Station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for operator assisted calls may apply. In addition to usage charges, an operator assistance surcharge applies to each call as set forth in Section 4.

#### 3.5.2. Calling Cards

Calling Card Service permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the Continental United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly bill. Calling 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.

#### 3.5.3. Local Toll Free Service

Company's inbound toll free service permits local, intrastate interLATA and intraLATA, and interstate long distance calling utilizing a Customer's toll-free number. The Customer pays for the call.

## SECTION 3 – SERVICE DESCRIPTIONS, Continued

### 3.5 OTHER SERVICES, Continued

#### 3.5.4. Voice Mail<sup>1</sup>

Company offers voice mail services under several options.

#### 3.5.5. Inside Wire Maintenance Service Insurance<sup>2</sup>

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.

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.

---

<sup>1</sup> Service not subject to Commission regulation.

<sup>2</sup> Service not subject to Commission regulation.



## SECTION 3 – SERVICE DESCRIPTIONS Continued

### 3.6. DIRECTORY LISTINGS; DISTRIBUTION OF DIRECTORIES

**3.6.1.** 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 incumbent Local Exchange Carrier (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, subject to availability of such listing services to Company's Subscribers. The Company hereby concurs in such ILEC schedules on file with the Commission or price schedules 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 tariffs or schedules.

#### 3.6.2. Non-Published Service

At the request of the Customer, the Customer'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. A monthly per-number fee will be charged for each account for which Non-Published Service is requested.

### 3.7. 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. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers. Call completion may be provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable. Call completion is provided where facilities permit.

### 3.8. LOCAL EXCHANGE CARRIER BILLING PLAN

Company offers a local exchange carrier billing plan exclusively to its interexchange Service Subscribers. Interexchange Service subscribers who are presubscribed to the dominant incumbent local exchange carriers local service may opt for the convenience of receiving Company interexchange carrier billing under a single local exchange carrier invoice, where available. Local Exchange Carrier Billing Plan subscribers also receive a lower per minute interexchange Service usage rate when selecting this option.

### SECTION 3 – SERVICE DESCRIPTIONS, Continued

#### 3.9. 900/976 BLOCKING

- 3.9.1** 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.
- 3.9.2.** 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.
- 3.9.3.** 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.

## SECTION 3 – SERVICE DESCRIPTIONS, Continued

### 3.10 INTEREXCHANGE SERVICES

- 3.10.1.** Company provides switched access interexchange telecommunications Services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.10.2.** **Outbound “1+” Service** is a switched access Service offering outbound long distance telecommunications Services from points originating and terminating in the State. Company’s **Outbound “1+” Service** is offered under a direct billing option or a local exchange carrier billing option. The local exchange carrier billing option offers the convenience of Company Service charges appearing on the Customer’s presubscribed local exchange carrier bill. Company offers two local exchange carrier billing option Service Plans: 1) The **Local Exchange Carrier Billing Plan** carries a higher intrastate per minute rate and lower interstate per minute rate. This Plan is designed for those with higher interstate calling volumes; and 2) The **Direct Billing Plan** carries a lower per minute intrastate rate and higher interstate per minute rate. This Plan is designed for those with higher intrastate calling volumes..
- 3.10.3.** **Directory Assistance** is provided by the Company’s underlying carrier to Subscribers of record. The Customer may access the underlying carrier’s Directory Assistance by dialing the area code plus 555-1212. The Customer will be billed for such Service by Company, except as stated in this Tariff.
- 3.10.4.** **Toll Free Service** is a switched access Service offering inbound, toll free long distance telecommunications Services from points originating and terminating in the State of Texas. This Service enables the caller to contact the Customer without incurring toll charges, through use of an assigned “800, 866, 877” or other designated Toll-Free Number. The Customer pays for the call. Company will participate in porting toll-free numbers only if the account balance is zero and all undisputed charges incurred as a result of the toll-free number have been paid.

## SECTION 3 – SERVICE DESCRIPTIONS, Continued

### 3.11. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the Services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

### 3.12. INDIVIDUAL CASE BASIS ARRANGEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Service Guide, or when the Company offers rates or charges which may vary from Service Guide arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by Written Contract between the Company and the Customer.

## SECTION 4 – RATES

### 4.1. LOCAL EXCHANGE SERVICE

#### 4.1.1. Account Service Charges, Change Charges, Miscellaneous Charges

The following charges are assessed per line or trunk, per order, unless otherwise stated

Service Establishment, per line, per order	\$49.99
Installation Fee, per each new feature	\$7.99
Move Order	\$49.99
Telephone Number Change	\$49.99
Disconnect Charge	\$19.95

A Customer whose Service has been suspended, may request Service reconnection following resolution of the circumstance(s) resulting in suspension. A non-recurring reconnection charge applicable to each Customer account applies.

Suspended Service Reactivation Charge, per reconnection, per billing telephone number	\$19.99
--	---------

#### 4.1.2. Premise Visit

Premise visit charges apply when a visit to the Customer's premise by a Company technician identifies a problem as either 1) no trouble found according to line testing performed at demarcation point, or 2) trouble found attributable to Customer provided equipment (CPE), or for new installations. Premise visit charges will not apply to customers subscribing to an Inside Wire Maintenance Plan.

The time period for which the Premise Visit charge is applied will commence at Company personnel's arrival at the Customer's premise and end when work is completed.

First two hours, or any portion thereof, per visit	\$199.00
Each additional 15 minutes, or any portion thereof, per visit	\$ 20.00



## SECTION 4 – RATES, Continued

### 4.1. LOCAL EXCHANGE SERVICE CHARGES

#### 4.1.3. Usage-Based Plans

**One Line**, Including Call Waiting, Three-way calling

	<u>Per Minute Rate</u>	<u>Monthly Rate</u>
Monthly Recurring charge Local, Intrastate, Interstate calling	\$0.059	\$69.00

#### **Two Plus Lines**

	<u>Per Minute Rate</u>	<u>Monthly Rate</u>
Monthly Recurring charge, per line Local, Intrastate, Interstate calling	\$0.059	\$62.00

#### 4.1.4. Bundled Plans

##### **One Line 100 Minutes**

	<u>Per Minute Rate</u>	<u>Monthly Rate</u>
Monthly Recurring charge		\$69.00
Local calling, unlimited	\$0.00	
Intrastate, Interstate calling, first 100 minutes	\$0.00	
Intrastate, Interstate calling, over 100 minutes	\$0.059	
Free Call Waiting and Three-way calling		

##### **Two Plus Line 100 Minutes**

	<u>Per Minute Rate</u>	<u>Monthly Rate</u>
Monthly Recurring charge		\$62.00
Local calling, unlimited	\$0.00	
Intrastate, Interstate calling, first 100 minutes	\$0.00	
Intrastate, Interstate calling, over 100 minutes	\$0.059	
or		
Intrastate, Interstate calling	\$0.059	

*This Preferred Long Distance, Inc. dba Telpex Communications and dba Telpex Service Guide is subject to change by the Company from time to time. See Telpex's web site for current version. This Service Guide reflects the version in effect as of February 15, 2024.*



## SECTION 4 – RATES, Continued

### 4.1. LOCAL EXCHANGE SERVICE CHARGES, Continued

#### 4.1.4. Bundled Plans, Continued

##### Home Phone 100

	<u>Per Minute Rate</u>	<u>Monthly Rate</u>
Monthly Recurring charge		\$62.00
Local calling, unlimited	\$0.00	
Intrastate, Interstate calling, first 100 minutes	\$0.00	
Intrastate, Interstate calling, over 100 minutes	\$0.05	
Custom Calling Features	\$0.00	
Caller ID Name and Number		
Call Waiting		
Three Way Calling		
Call Forwarding		

##### Home Phone 500

	<u>Per Minute Rate</u>	<u>Monthly Rate</u>
Monthly Recurring charge		\$69.00
Local calling, unlimited	\$0.00	
Intrastate, Interstate calling, first 500 minutes	\$0.00	
Intrastate, Interstate calling, over 500 minutes	\$0.05	
Custom Calling Features	\$0.00	
Caller ID Name and Number		
Call Waiting		
Three Way Calling		
Call Forwarding		

*This Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex Service Guide is subject to change by the Company from time to time. See Telplex's web site for current version. This Service Guide reflects the version in effect as of February 15, 2024.*



## SECTION 4 – RATES, Continued

### 4.1. LOCAL EXCHANGE SERVICE CHARGES, Continued

#### 4.1.5. Custom Calling Features

Custom Calling features are subject to the following rates, unless otherwise included as part of a service package

	<u>Per Use</u>	<u>Monthly Rate</u>
900/976 Blocking		\$10.50
Additional Message Capacity, Residence and Business		
50 Additional Message Capacity		\$5.95
100 Additional Message Capacity		\$10.95
Anonymous Call Rejection		\$0.00
Billed Number Screening/Toll Restriction		\$0.00
Business Complete-A-Call		\$0.00
Business Voice Messaging Service Choice		\$18.95
Call Blocking/Remove Cal Blocking, per order		\$10.50
Call Curfew		\$5.95
Call Forwarding Busy Line/Alternate Answer		\$10.50
Call Forwarding Busy Line/Don't Answer Expanded		\$10.50
Call Forwarding Busy Line/Don't Answer IntraOffice		\$10.50
Call Forwarding Customer Programmable		\$10.50
Call Forwarding Don't Answer/Alternate Answer		\$10.50
Call Forwarding Variable		\$10.50
Call Hold		\$10.50
Call Park		\$10.50
Call Pickup		\$10.50
Call Queueing		\$19.95
Call Rejection		\$10.50
Call Routing- Business only		\$9.95
Call Routing To Number- Business only		\$12.00
Call Trace		\$10.50
Call Trace Blocking		\$0.00
Call Transfer		\$10.50
Call Waiting		\$10.50
Call Waiting ID		\$10.50
Caller ID		\$10.50
Caller ID Blocking		\$10.50
Caller ID with Privacy+SM		\$10.95
Carrier Access Code Blocking		\$0.00
Complete-A-Call, per use		\$1.50
Continuous Redial, per use		\$0.50
Continuous Redial Blocking		\$0.00
CustomNet®		\$0.00

*This Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex Service Guide is subject to change by the Company from time to time. See Telplex's web site for current version. This Service Guide reflects the version in effect as of February 15, 2024.*





## SECTION 4 – RATES, Continued

### 4.1. LOCAL EXCHANGE SERVICE CHARGES, Continued

#### 4.1.5. Custom Calling Features, Continued

	<u>Per Use</u>	<u>Monthly Rate</u>
Custom Ringing Service		\$10.50
Dial Call Waiting/Distinctive Alert		\$10.50
Dial Lock®		\$10.50
Directed Call Pickup		\$10.50
Do Not Disturb		\$10.50
Easy Access		\$2.95
Extension Mailbox- Residence & Business		\$6.95
I-Called <sup>SM</sup> Pay per use		\$1.95
I-Called <sup>SM</sup> Originating Blocking		\$0.00
I-Called <sup>SM</sup> Terminating Blocking		\$0.00
International Blocking		\$0.00
Intracall®/Home Intercom		\$10.50
Last Call Return, per use		\$0.65
Last Call Return Blocking		\$0.00
Listen Only Mailbox- Business only		\$19.95
Long Distance Alert		\$10.50
Long Distance Restriction		\$0.00
Mailbox Only- Residence only		\$7.95
Message Notification- Residence and Business		\$5.95
Message Waiting Indication-Business		\$0.00
Message Waiting Indication-Residence		\$0.00
Multi-LineHunting		\$10.50
No Solicitation®		\$7.95
One Number Service		\$4.95
Pay Per Call Restriction		\$0.00
Remote Access Forwarding (Call Following)		\$6.95
Route to Other Number- Business only		\$12.00
Remote Call Forward (Market Expansion Line)		\$16.00
Scheduled Forwarding		\$10.50
Scheduled Greetings- Business only		\$10.50
Security Screen <sup>SM</sup>		\$10.50
Selective Call Forwarding		\$10.50
Selective Call Waiting		\$10.50
Series Hunting		\$10.50
Speed Calling		\$10.50
Talking Call Waiting		\$10.50
Three Way Calling		\$10.50
Three Way Calling Blocking		\$0.00
Transfer Mailbox- Residence and Business		\$0.00

*This Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex Service Guide is subject to change by the Company from time to time. See Telplex's web site for current version. This Service Guide reflects the version in effect as of February 15, 2024.*



## SECTION 4 – RATES, Continued

### 4.2. DIRECTORY SERVICES

#### Monthly Rate

#### **Listing Services**

Main Directory Listing	\$10.50
Additional Directory Listing	\$10.50
Non-Published Listing	\$10.50

#### **Directory Assistance**

Per call	\$1.85
----------	--------

### 4.3. OTHER SERVICES

#### **Operator Assisted Calling Services**

Calling Card Mechanized	\$0.27
Access fee	\$0.65
Calling Card, Operator Assisted	\$0.00
Operator Assisted, Station-to-Station	\$2.50
Operator Assisted, Person-to-Person	\$5.45
Usage, per minute - where applicable	\$0.059

#### **Calling Card Service**

Per minute	\$0.129
Access fee (per call)	\$0.65

#### **Voice Mail**

#### Monthly Rate

Basic – 15 message capacity, 45 second greeting	\$13.95
Gold – 25 message capacity, 60 second greeting	\$14.95
Premier – 35 message capacity, 60 second greeting	\$15.95

#### **Wire Maintenance Plan**

#### Monthly Rate

Wire Maintenance Plan, per line	\$4.75
---------------------------------	--------

*This Preferred Long Distance, Inc. dba Telplex Communications and dba Telplex Service Guide is subject to change by the Company from time to time. See Telplex's web site for current version. This Service Guide reflects the version in effect as of February 15, 2024.*



## SECTION 4 – RATES, Continued

### 4.4. INTEREXCHANGE SERVICES

#### A. Consolidated Billing Plan

Monthly fee, per account	\$9.95
Intrastate, interexchange usage, per minute	\$0.099
Intrastate, interexchange usage, per minute	\$0.029

#### B. Direct Billing Plan

Monthly fee, per account	\$3.95
Intrastate, interexchange usage, per minute	\$0.059
Intrastate, interexchange usage, per minute	\$0.059

### 4.5. TOLL FREE SERVICE

Per Toll Free Number, Monthly	\$2.00
In State Originating, Per Minute	\$0.089