

COMPETITIVE LOCAL CARRIER

Tariff Schedule Applicable to
LOCAL EXCHANGE SERVICES

of

O1 Communications, Inc.

U-6065-C

This Tariff Cancels and Replaces Schedule Cal. P.U.C. No 1-T in its Entirety.

COMPETITIVE LOCAL CARRIER

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CHECK SHEET

Sheets of this Tariff as listed below are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Sheet	<u>Revision</u>	Sheet	<u>Revision</u>
Title	Original	38	Original
1	Original	39	Original
2	Original	40	Original
3	Original		
4	Original		
5	Original		
6	Original		
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37	Original		

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Tariff Fonnat

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

COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

This Tariff sets forth the rates and rules of 01 Communications, Inc. applicable to its provision of facilities-based and resold competitive local exchange service in areas served by AT&T California, Verizon California, SureWest Telephone, and Citizens Utilities.

EXPLANATION OF SYMBOLS

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

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SERVICE AREA MAP

The Company has been authorized by the Commission to provide telecommunications services throughout the local exchange territories of AT&T California, Verizon California, SureWest Telephone and Citizens Utilities.



COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 1: Local Exchange Services

Local Exchange Services consist of the services offered pursuant to this Tariff.

The following Local Exchange and related Telecommunications Charges and Services are offered in this Tariff:

1. Wholesale Direct Inward Dial (DID) Service

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1.0 RATE SCHEDULES cont'd.

1.0 RATE SCHEDULES cont'd.

Schedule 1: Direct Inward Dial (DID) Service

Direct Inward Dial (DID) Service

- (A) DID service provides a End User with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the End User. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the End User's incoming calls to be routed as required by the End User to the End User's designated equipment. Charges for DID capability and DID number blocks may apply in addition to charges specified for private lines, and other charges that may apply in order to deliver incoming calls to the End User's designated equipment, depending upon End User location and subject to the availability of facilities.
- (B) In order to efficiently manage its numbering resources, the Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a End User may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID station or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers. The Company also reserves the right to provision service based upon the availability of facilities and equipment necessary to support the End User's specific service requirements; pursuant to Section 4 (A) above, additional charges shall apply where the Company provides service to End Users requiring such additional facilities or equipment.
- (C) The End User has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the End User, where the Company deems it necessary to do so in the conduct of its business.
- (D) For special situations, rates for DID Services will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the End User. Notices of such contracts, if required, will be submitted to the Commission pursuant to Commission Rules.

(E) DID Service Rates.

	MRC	NRC
DID Numbers- 1 - 99	\$0.25 each	N/A
DID Numbers 100-672	\$0.15 each	N/A
DID Numbers 673+	\$0.10 each	N/A

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1.0 RATE SCHEDULES, cont'd

Schedule 4: Direct Inward Dial (DID) Service, cont'd.

4. Direct Inward Dial (DID) Service, cont'd

- (F) End User will not arrange to receive traffic through toll free (8XX) dialing, or traffic typically subject to reverse billing treatment by any means, including but not limited to mapping to any Carrier Identification Codes (CIC), mapping to or in conjunction with any Company's DID numbers that utilize the Company's network, or use any other routing method that may cause the originating telephone company to bill the Company for the origination of such traffic without the written consent of the Company. A End User transmitting or routing such prohibited traffic without written consent of the Company may be subject to immediate discontinuance of its service or service arrangements without advance notice, and End User shall be liable for any charges billed to Company due to such transmission or routing.

COMPETITIVE LOCAL CARRIER

2.0 RULES

No. 1 Definitions and Abbreviations

Definitions

CALL - An End User attempt for which the complete address code is provided to the service end office.

CARRIER- A company providing Telecommunications Services.

CENTRAL OFFICE- A local Company switching system where exchange service End User station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL- A communications path between two or more points of termination.

COMPANY- 01 Communications, Inc.

CUSTOMER DESIGNATED PREMISES - The premises specified by the End User for termination of services.

CUSTOMER OF INTRASTATE OR FOREIGN TELECOMMUNICATIONS SERVICE: A "Customer of an Intrastate or Foreign Telecommunications Service" includes any person or entity who sends or receives an intrastate or foreign Telecommunications service transmitted to or from a Buyer across the Company's Network, without regard to whether and how much payment is tendered to the Company for the interstate or foreign Telecommunications service. Customer of an Intrastate or Foreign Telecommunications Service may include, but is not limited to, conference call providers, chat line providers, calling card providers, call centers, help desk providers, and residential and/or business service subscribers.

END OFFICE SWITCH- A Company switching system where exchange service End User station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - The term "End User" means any individual, partnership, association, corporation or other entity which subscribes to the services offered under this Tariff. An End User also means any Customer of an Intrastate or Foreign Telecommunications Service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an "End User" when such carrier uses a Telecommunications service for administrative purposes and a person or entity that offers Telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the premises of such reseller. Other carriers, including IXCs, are not considered to be End Users under the terms of this Tariff, unless the Company, at its sole discretion, consents to such classification in writing.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

COMPETITIVE LOCAL CARRIER

2.0 RULES

No. 1 Definitions and Abbreviations, cont'd

1 Definitions, cont'd

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., utilized to provide the service offered under this Tariff.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL CALLING AREA - A geographical area, as defined in the Company's local or general exchange service tariff in which an End User may complete a call without incurring toll usage charges.

MAJOR RATE INCREASE- A rate increase that is greater than the Minor Rate as defined below.

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

MESSAGE- A Message is a Call as defined above.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

WIRE CENTER - A physical location in which one or more central offices, used for the provision of exchange services, are located.

2 Abbreviations

CIC- Carrier Identification Code

DID- Direct Inward Dial ICB -

Individual Case Basis MRS -

Monthly Recurring NPA -

Numbering Plan Area NRC-

Non-Recurring Charges

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2.0 RULES, cont'd

No.2 Undertaking of the Company

Undertaking of the Company

- (A) The services of the Company consist of the furnishing of resold and facilities-based local exchange services throughout the State of California pursuant to this general Tariff offering of service to business End Users.
- (B) The Company concurs with the service area already on file with the Commission.
- (C) The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in these Tariff schedules. When authorized by the End User, the Company may act as the End User's Agent for ordering access connection facilities provided by other carriers or entities to allow connection of a End User's location to the Company's network. The End User shall be responsible for all charges due for such service arrangements.
- (D) The Company's services are provided on a monthly basis, unless otherwise stated in these Tariff schedules. Services are available twenty-four (24) hours per day, seven (7) days per week.
- (E) The End User's total monthly use of the Company's service is charged at the applicable rates, in addition to any monthly service charges, as set forth in these Tariff schedules. None of the Company's service offerings are time-of-day sensitive.
- (F) End Users wishing to communicate with the Company in writing may send correspondence to: 1020 16th Street, Second Floor, Sacramento, CA 95814.
- (G) The Company offers other services on a detariffed basis, pursuant to Commission Decision No. 07-09-018. More information concerning these services and pricing may be found on the Company's website: www.o1.com.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd

No.3 Application for Service

1 Application for Service

Service is installed by arrangement between Company and the End User.

- (A) End Users desiring to obtain Service may complete a Service application provided by Company or provide oral agreement with an End User Service Representative of the Company.
- (B) Cancellation of Application for Service:
 - 1. Where the End User or applicant cancels an application for service prior to the receipt of final order confirmation (FOC), or prior to the start of special construction, no charge applies.
 - 2. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.
- (C) Cancellation of Service:
 - 1. The End User may have service discontinued upon verbal or written notice to the Company on or before the date of disconnection. The Company shall hold the End User responsible for payment of all bills for service furnished until the cancellation date specified by the End User or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

No. 4 Contracts

Contracts

The Company may provide contract offerings to its End Users for services to be provided under a specified rate plan for a specified term. The terms and conditions of each contract offering are subject to the agreement of both the End User and Company. Such contract offerings will be made available to similarly situated End Users in substantially similar circumstances. Contracts are available to any similarly situated End User. Contracts containing specified rates or terms that differ from the Tariff will be filed in compliance with General Order No. 96-B.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 5 Special Information Required On Forms

Special Information Required On Forms

(A) End User Bills

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

1. When the bill shall be paid by the End User to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the End User must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the End User's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries.

(B) Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the presentation date. Should you have any questions regarding this bill, please request an explanation from OJ Communications, Inc. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, California 94102 or 320 West 4th Street, Suite 500, Los Angeles, California 90013. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.5 Special Information Required On Forms, cont'd

Special Information Required On Forms, cont'd

(C) Deposit Receipts

Each deposit receipt shall contain the following provisions:

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

No.6 Establishment and Re-establishment of Credit

Establishment and Re-establishment of Credit

- (A) 01 Communications, Inc. may require End Users or potential customers to provide information pertaining to their financial ability to pay for service. Company may deny service to End Users who do not provide the requested information or who fail to meet Company's financial criteria, unless the End User is willing to pay a deposit based upon the rules contained in this Tariff. If service was discontinued for non-payment of charges, Company may request additional information from the End User and reserves the right to collect an advance payment and/or deposit prior to re-establishing service.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.7 Deposits

Deposits

- (A) The Company may, in order to safeguard its interests, require a End User which has a proven history of late payments to the Company or does not have established credit to make a deposit prior to or at any time after the provision of service to the End User to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a End User which has established credit and has no history of late payments to the Company.
- (B) A deposit may be required and will be based upon twice the average monthly bill for the class of service requested. The fact that a deposit has been made in no way relieves the End User from complying with the Company's requirement as to the prompt payment of bills.
- (C) At such time as the provision of the service to the End User is terminated, the Company will return the deposit within thirty (30) days. After the End User has established a one year payment record, such deposit will be refunded to the End User.
- (D) In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the End User deposit is received by the Company to and including the date such deposit is credited to the End User's account or the date the deposit is refunded by the Company. However deposits may not receive interest if the End User has received a minimum of two notices of discontinuance of service for non-payment of bills in a 12 month period. Deposits held will accrue interest which is set at the 3-month commercial paper rate published by the Federal Reserve Board.
- (E) If the amount of a deposit is proven to be less than required to meet the requirements specified above, due to either non-payment, disconnection or both, the End User shall be required to pay an additional deposit upon request.
- (F) A End User whose service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due to the Company and may be required to pay reconnect charges.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 8 Notices

Notices

Any notice the Company may give to a End User shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service.

Notice provided to the End User by the Company shall be as follows:

(A) Rate Information

(1) Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential End User. Notice of major increases in rates shall be provided in writing to End Users and postmarked at least 30 days prior to the effective date of the change. No End User notice shall be required for minor rate increases or for rate decreases. End Users shall be advised of optional service plans in writing as they become available. In addition, End Users shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.

(2) When the Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

(B) Discontinuance of Service Notice

(1) Notice by End Users

End Users 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.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 8 Notices, **cont'd**

No.8 Notices cont'd.

(2) Notice by the Company

Rules in Commission Decision 91188, regarding discontinuance of service related to criminal prosecution, will remain in effect for the Company.

Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the End User not less than 7 calendar days prior to tennination. Each notice shall include all of the following information:

1. The name and address of the End User whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid tennination.
4. The procedure the End User may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the End User may use to request amortization of the unpaid charges.
6. The telephone number of a representative of the Company who can provide additional infonnation or institute arrangements for payment.
7. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

(C) Change in Ownership or Identity Notice

The company shall notifY its End Users in writing of a change in ownership or identity of the End User's service provider on the End User's next monthly billing cycle.

(D) Rules for Company Notices

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

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.9 Rendering and Payment of Bills

Rendering and Payment of Bills

- (A) The End User is responsible for payment of all charges for services and equipment furnished to the End User or to an Authorized User of the End User by Company. All charges due by the End User are payable to the Company or to the Company's authorized billing agent (such as a local exchange telephone company). Any objections to billed charges must be reported to the Company or its billing agent within two years after receipt of bill. Adjustments to the End User's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- (B) In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the End User all such fees and expenses reasonably incurred, including a collection fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Collection fees on unpaid charges shall begin to accrue when the account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company. In any legal dispute between the End User and the Company, the nonprevailing party may be liable for court costs and attorney fees as determined by a court or by the CPUC.
- (C) The End User shall be responsible for all calls placed by or through End User's equipment by any person. In particular and without limitation to the foregoing, the End User is responsible for any calls placed by or through the End User's equipment via any remote access features. The End User is responsible for all calls placed via their authorization code as a result of the End User's intentional or negligent disclosure of the authorization code.
- (D) Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (a) Universal Lifeline Telephone Service (ULTS) billings; (b) charges to other certificated carriers for services that are to be resold; (c) coin sent paid telephone calls (coin in box) and debit card calls; (d) customer-specific contracts effective before 9/15/94; (e) usage charges for coin-operated pay telephones; (f) directory advertising; and (g) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (a) directory advertising and sales; (b) terminal equipment sales; (c) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (dba SBC California) tariffs.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 9 **Rendering and Payment of Bills, cont'd**

Rendering and Payment of Bills, cont'd.

- (E) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, or "error file" (calls which cannot be billed due to the unavailability of complete billing information to the LEC). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.
- (F) The End User will have the option of obtaining their bills electronically, via the Internet. The electronic bill will contain all required call detail information as required by Commission rules.
1. End Users will receive, via electronic mail (e-mail), a remittance page that will summarize the total charges due, and serve as a reminder that the current month's detailed bill is available for viewing.
 2. End Users have the option to pre-pay for service.
 3. A End User electing electronic billing will not receive a paper bill. At any time, the End User may call the Company's End User Service Department at 1-888-444-1111 to request a paper copy of their bill.
 4. End Users wishing to discontinue receiving electronic billing shall notify Company and Company will, without penalty, provide paper billing.
- (G) The customer will have the option of paying their bills electronically through Company's automatic payment service, in which the total amount of the bill is automatically deducted on the due date from customer's checking or savings account at a bank, credit union, or savings and loan. End User may call the Company's End User Service Department at 1-888-444-1111 to request more information.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 10 Disputed Bills

Disputed Bills

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

1. The End User may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, the service may be subject to disconnection if the Company has provided the End User with seven (7) days written notice of such delinquency and impending termination.
3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the End User may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the End User must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the End User that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the End User's service for nonpayment as long as the End User complies with these conditions.
4. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the End User's claim of the disputed amount, communicate the results of its review to the End User and the Company, and disburse the monies deposited by the End User.
5. The addresses of the CPUC is as follows:

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

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2.0 RULES, cont'd.

No.11 Discontinuance and Restoration of Service

Discontinuance and Restoration of Service

- (A) A End User may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. End Users remain responsible for payment of all bills for services furnished.
- (B) The Company may discontinue service to the End User without liability by providing seven (7) days written notice for:
 - 1. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
 - 2. Non-payment of bills for telephone service.
 - 3. Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
 - 4. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (C) The Company may discontinue service to the End User without liability and without notice in the event of:
 - 1. End User use of the equipment or network in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - 2. Tampering with the equipment furnished and owned by the Company.
 - 3. Unauthorized or fraudulent use of the service.
- (D) Service may be restored after discontinuance for nonpayment if the End User establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.
- (E) The Company reserves the right to refuse to re-establish service to End User for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.
- (F) See also Rule No.3.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.12 Temporary Service

Temporary Service

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

No.13 Continuity of Service

Continuity of Service

- (A) Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the End User, or to the failure of channels, equipment or communications system provided by End User, are subject to the general liability provisions set forth in Section 3.1, herein. It shall be the obligation of the End User to notify the Company of any interruptions in service. Before giving such notice, End User shall ascertain that the trouble is not being caused by any action or omission of End User, not within his control, or is not in wiring or equipment connected to the terminal of Company.
- (B) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

No 14 Service Connections and Facilities on End Users' Premises

1 Service Connections and Facilities on End Users' Premises

- (A) Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Company is not part of a joint undertaking with such carriers.
- (b) Company's facilities and service may be used with or terminated in End User-provided tenninal equipment or communications systems. Such tenninal equipment shall be furnished and maintained at the expense of End User, except as otherwise provided. End User is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.15. Services for the Deaf and Disabled

Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by AT&T California in AT&T California exchanges, by Verizon California in Verizon California exchanges, by SureWest in SureWest exchanges, and by Citizens Utilities in Citizens Utilities exchanges.

The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing 7-1-1.

(A) Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this Tariff. Local calls made via the California Relay Service are provided at no charge.

(B) The following calls may not be placed through the Relay Service:

1. Calls to informational recordings and group bridging service;
2. Calls to time or weather recorded messages;
3. Station sent paid calls from coin telephones; and
4. Operator-handled conference service and other teleconference calls.

(C) Liability

The Company contracts with an outside provider for the provision of Relay Service and equipment for the Deaf and Disabled Equipment Program. The outside provider(s) has complete control over the provision of these services except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the End User, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the End User or by any other person, for any loss or destruction of any property whatsoever, whether covered by the End User or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.16 Emergency Telephone Number Service (911 Service)

Emergency Telephone Number Service (911 Service)

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any retail telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a retail telephone user who dials the number 911 will be routed to an operator. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers. The telephone user who dials the 911 number will not be charged for the call. The Company will arrange for 911 Service to be provided to wholesale End Users upon request.

No.17 Change of Service Providers

Change of Service Providers

(A) Solicitation of End User Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, for End User authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5 and be legibly printed in at least 10 point type. A penalty or fine of up to \$500.00 may apply for each violation of this rule.

(B) Unauthorized Service Termination and Transfer

The Company shall restore the End User's service to the original carrier without charge to the End User where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the End User. A penalty or fine of up to \$500.00 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code §2108, each day of a continuing violation shall constitute a separate and distinct offense. If the Company is found responsible for the unauthorized transfer it will reimburse the original carrier for reestablishing service at the Tariff rate of the original carrier.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 18 **Privacy**

Privacy

- (A) The Company shall not make available to any other person or corporation End User information that is not public without first obtaining the End User's consent in accordance with Sections 2891, 2891.1 and 2893 of the California Public Utilities Code. The Company will provide each new End User, and on an annual basis for existing End Users, a description of how the Company handles the End User's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the End User.
- (B) Notwithstanding the above, there are instances where the Company may be required to release certain non-public End User information without first notifying the End User and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required End User information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the Commission pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the Commission in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for End Users subscribing to non-published numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of End Users subscribing to California Universal Lifeline service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.
- (C) Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.18 Privacy, cont'd

Privacy, cont'd

APPENDIX "B"

Release of Credit Information and Calling Records

A. Definitions

I. Credit Information

A subscriber's credit information is the information contained in the subscriber's utility account record, including but not limited to: account established date, "can-be-reached" number, name of employer, employer's address, subscriber's social security and/or driver's license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: nonpublished subscriber information, or subscriber's name, address, and telephone number as listed in the telephone directory.

2. Calling Records

Calling records are the records of calls made from a subscriber's telephone no matter how recorded and regardless of whether such information appears in the subscriber's monthly telephone service bill. Toll records and pen registers are examples of calling records.

B. Release of Subscriber Credit Information and Calling Records

A subscriber's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- 1. Upon receipt of a search warrant obtained pursuant to California or federal law; or*
- 2. Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.*
- 3. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or*
- 4. Upon receiving permission of the subscriber to release the information.*

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 18 Privacy, cont'd

Privacy, cont'd

C. Notification to the Subscriber

1. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be followed by written notification within twenty-four hours after the receipt of the subpoena or warrant.

2. Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephone numbers, and provide the name of the agency making the request.

D. Deferral of Notification

1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.

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

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

3. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 18 Privacy, cont'd

Privacy, cont'd

E. Exception to Procedure for Release or Credit and Calling Records

1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or Bell Company.

F. Retention of Records

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

No. 19 Directories

Directories

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

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 20 Nonpublished Service

Nonpublished Service

Upon an End User's request, the Company will omit a End User 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 number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

(A) Agencies Authorized to Receive Nonpublished Information

- (1) Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
- (2) An agency of the federal government which is lawfully authorized to:
 - (a) Conduct investigations or make arrests for violations of the criminal laws of the United States;
 - (b) Prosecute violations of the criminal laws of the United States;
 - (c) Enforce civil sanctions which are ancillary to criminal statutes;
 - (d) Conduct investigations into matters involving the national security of the United States;
 - (e) Protect federal or foreign officials;
 - (f) Protect public health and safety;
 - (g) Conduct emergency rescue operations.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No.20 Nonpublished Service, cont'd

Nonpublished Service, cont'd

- (A) Agencies Authorized to Receive Nonpublished Information, cont'd.
- (2) An agency of the federal government which is lawfully authorized to (cont'd):
- (h) Any public health agency of the State of California or of a city, county, or other local government.
 - (i) County or city 911 projects.
 - (j) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
 - (k) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
 - (l) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.
- (B) Procedure for Release of Nonpublished Information to Authorized Agencies
- (1) A telephone company shall only provide nonpublished information to persons within agencies who are either:
- (a) Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity;
 - (b) Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation;
 - (c) Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding;
 - (d) Employees of a county or city 911 project when acting in an official capacity;
 - (e) Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 20 Nonpublished Service, cont'd

Nonpublished Service, cont'd

(B) Procedure for Release of Nonpublished Information to Authorized Agencies, cont'd.

- (2) Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.
- (3) Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.
- (4) The nonpublished information requested by telephone shall be provided by the company only on a call back verification basis.
- (5) The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

(C) Notification to End User

- (1) The telephone company shall not notify the End User regarding the release of the End User's nonpublished information unless the End User contacts the Company and specifically requests to know whether their nonpublished information has been released.
- (2) When a End User inquires of the Company whether their nonpublished information has been released, the End User shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the End User will receive no communication from the Company.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 20 Nonpublished Service, cont'd.

Nonpublished Service, cont'd

(C) Notification to End User, cont'd.

- (3) If the requesting agency certifies that disclosure to a End User about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the End User for a period of one year from the date of release of the information to the agency.
- (4) The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.
- (5) If no request has been made for nondisclosure to the End User, the End User who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.
- (6) If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a End User who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

(D) Exception for Health Officers

No notification shall ever be made to a End User that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the End User could violate a client's or contact's right of privacy and confidentiality.

- (E) Release of Information to Interexchange Carriers - The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.
- (F) Retention of Records - All written documents pertaining to nonpublished service shall be retained by telephone companies for at least one year. When an agency requests that notice to the End User be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.
- (G) Unsolicited Telephone Efforts - The Company will not contact nonpublished residence End Users by telephone on an unlisted number(s) for unsolicited efforts.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 21 Legal Requirements for Refusal or Discontinuance of Service

Requirements for Refusal or Discontinuance of Service

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

"Appendix B"

1. *Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a End User upon receipt fi'om any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or we(fare will result.*
2. *Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.*
3. *If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as spec(fied in paragraph 1 of this rule, then upon written request of the End User, the utility shall promptly restore such service.*

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 21 Legal Requirements for Refusal or Discontinuance of Service, cont'd

Requirements for Refusal or Discontinuance of Service, cont'd

"Appendix B", cont'd

4. *Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.*
5. *The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or End User in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or End User may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.*
6. *At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or End User, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or End User. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.*
7. *Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.*
8. *The term "person," as used herein, includes a End User to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.*
9. *The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.*

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 22 Blocking Access to 900 and 976 Information Services

Blocking Access to 900 and 976 Information Services

At the request of the End User, the Company will block End User's access to 900 and 976 pay-per-call telephone information services at no charge on a per-line basis. The Company will inform the End User of the availability of blocking service at the time service is initially ordered.

No. 23 Non-Sufficient Funds Charge

Non-Sufficient Funds Charge

When payment of a bill or deposit is made by check, and the check is returned unpaid for any reason, a charge of \$20.00 will apply for each returned check. This charge will apply on a per check returned basis only, regardless of the number of accounts to which payments were applied.

No. 24 **Liability**

Liability

(A) The Company concurs in the Limitations of Liability as filed in the Pacific Bell Tariff California P.U.C. No. A2, as amended.

No. 25 Limitations of Service

1 Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this Tariff), or when service is used in violation of provisions of this Tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to refuse an application for service made by a present or former End User who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 26 Promotional Offerings

Promotional Offerings - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential End User to a service not being used by the End User. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges. No promotion will be offered until it is filed with and approved by the CPUC.

No. 27 Use of Service

Use of Service

- (A) Service may be used by the End User for any lawful purpose for which the service is technically suited.
- (B) The End User obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state and local laws.
- (D) Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the End User's option. Service may only be resold or shared in accordance with the provisions of the specific service. The End User remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The End User may advise its customers that a portion of its service is provided by the Company, but the End User shall not represent that the Company jointly participates with the End User in the provision of the service.

COMPETITIVE LOCAL CARRIER

2.0 RULES, cont'd.

No. 28 **Responsibilities of the End User**

Responsibilities of the End User


- (A) The End User is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) assuring that users comply with tariff regulations; 4) payment of all applicable charges pursuant to this Tariff.
- (B) The End User shall be responsible for all calls placed by or through End User's equipment by any person. In particular and without limitation to the foregoing, the End User is responsible for any calls placed by or through the End User's equipment via any remote access features.
- (C) Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the End User agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the End User or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the End User or others. The End User shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

COMPETITIVE LOCAL CARRIER

3.0 SAMPLE FORMS

Sample Invoice

Sample Invoice

Billing Department P.O. Box 1000, El Dorado Hills, CA 95762 Phone: (916) 437-1000	TEST CUSTOMER Address: 123 Main Street El Dorado Hills, CA 95762 Phone:				
BILL SUMMARY	BILLING DATE				
Balance Forward Charges Outstanding Balance	Billing date is December 31, 2011. Customer charges are billed due on December 31, 2011. Late charges of \$10 per month will be applied if payment is not received by the billing date.				
Current Charges Local Telephone Service and Charges per Tariff and Interchanges Total Current Charges	IMPORTANT MESSAGE Thank you for your business.				
Balance Due					
					
<table border="1"><tr><td>Amount Due</td><td>Amount Due</td></tr><tr><td>Amount Paid</td><td>Amount Paid</td></tr></table>		Amount Due	Amount Due	Amount Paid	Amount Paid
Amount Due	Amount Due				
Amount Paid	Amount Paid				
TEST CUSTOMER ATTN: BILLING DEPT CREDIT					
0114 1321643 1321620					

COMPETITIVE LOCAL CARRIER

3.0 SAMPLE FORMS, cont'd

Sample Service Order

Sample Service Order

Services Order Form

Company Billing Name
Billing Address
Billing City, State, Zip
Billing Contact Number

Contract Name
Contract #
Contract Email

Services Summary

Account Manager
Proposal Date

Contract Term
Quote Number

Service Description	Monthly Cost	Installation Cost
	0.00	

This Service Order Form is an authorization of ordered services

Customer Signature

O1Communications,

By _____ Date Accepted _____
