

COMCAST PHONE  
OF ARIZONA, LLC

LOCAL EXCHANGE SERVICE TARIFF

**ORIGINAL**

A.C.C. TARIFF NO. 2  
TITLE PAGE  
Original Page 1

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REGULATIONS AND RATES APPLICABLE TO THE FURNISHING OF

**LOCAL EXCHANGE SERVICE**

PROVIDED BY

**COMCAST PHONE OF ARIZONA, LLC**

WITHIN THE STATE OF ARIZONA

APPROVED FOR FILING

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**1. APPLICATION OF TARIFF**

**1.1. GENERAL**

This Tariff applies to the furnishing of Comcast Local Service, defined herein, by Comcast Phone of Arizona, LLC (hereinafter referred to as the "Company"). Comcast Local Service is furnished for the use of end users in placing and/or receiving local telephone calls within a Local Calling Area.

Services, features, and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available.

In addition to the regulations and charges herein, this Tariff is subject to specific regulations as may be prescribed by the Arizona Corporation Commission.

**1.2. TARIFF REVISION SYMBOLS**

Revisions to this Tariff are coded through the use of symbols. These symbols appear in the right hand margin of the page. The symbols and their meanings are as follows:

- (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 increase.
- (M) To signify material relocated from or to another part of 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 reduction.
- (T) To signify change in wording of text but no change in rate, rule or condition.

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**1. APPLICATION OF TARIFF**

**1.3. DEFINITIONS**

Access Line

An arrangement which connects the customer's location to the Company's designated point of presence or network switching center.

Account

The customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access line billed to the same customer address.

Authorized User

A person, firm or corporation, or any other entity authorized by the customer to communicate utilizing the Company's services.

Business Local Service

Service is classified and charged for as Business Service where the primary use of the service is of a business, professional or occupational nature, or where a business directory listing is furnished.

"Commission" or "A.C.C."

The Arizona Corporation Commission

Company

Whenever used in this Tariff, "Company", or "Comcast" refers to Comcast Phone of Arizona, LLC, unless otherwise specified.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate the Company.

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**1. APPLICATION OF TARIFF**

**1.3. DEFINITIONS (CONT'D)**

Customer Premises

The customer premises is all space in the same building occupied by a customer and all space occupied by the same customer in different buildings on contiguous property.

Facilities

Supplemental equipment, apparatus, wiring, cables and other materials and mechanisms necessary to or furnished in connection with communications service.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Service Area

The area in which the Company has the capability to provide local telephone service.

User

A customer, or any other person authorized by a customer, to use service provided under this Tariff.

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## 2. GENERAL REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

#### 2.1.1. GENERAL

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.

Services, features and functions will be provided where facilities, including but not limited to billing capability and technical capability, are available without unreasonable expense to the Company, as determined in the Company's sole discretion.

#### 2.1.2. TERMS AND CONDITIONS

Customers may be required to enter into written service orders that may contain or reference a specific description of the service ordered, the rates to be charged, and the terms and conditions in this Tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Exchange Service.

Service will be provided on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of the obligation to pay any charges incurred under the service orders, if any, and this Tariff prior to termination. The customer's rights and obligations incurred under this Tariff, which by their nature extend beyond termination of service, shall survive such termination.

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.3. 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, subject to the provisions of and compliance by the customer with the regulations contained in this Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services 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 equipment or facility at any time and from time to time, but shall not thereby materially alter the parameters of the service provided to 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 the Company provides, installs, or has installed on its behalf.
- E. 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.
- 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 pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.3. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)**

- G. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment.
- H. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at the address.

**2.1.4. RELEASE OF INFORMATION TO CARRIERS**

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.5. CUSTOMER EQUIPMENT**

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

**A. Station Equipment**

Customer-provided terminal equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer. Additionally, the Company-provided equipment shall be maintained by the customer, and the electric power consumed by such equipment, shall be at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with Company 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 must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense.

**B. Inspections**

Upon reasonable 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 specified in this Tariff.

If the customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may immediately, and without notice, deny service when the customer (a) subjects Company or non-Company personnel to hazardous conditions, (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud, or (c) acts in a way that may cause immediate harm to the local network or other Company services.

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.6. ABUSE AND FRAUDULENT USE**

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

**A. Abuse**

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

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**2. GENERAL REGULATIONS**

**2.1. UNDERTAKING OF THE COMPANY (CONT'D)**

**2.1.6. ABUSE AND FRAUDULENT USE (CONT'D)**

**B. Fraudulent Use**

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another customer's outbound calling capabilities on an unauthorized basis.
3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.

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**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY**

**2.2.1. SERVICE LIABILITY**

- A. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for direct or consequential damages associated with the installation, provision, billing and collection, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. The liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications carrier or other service provider that furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
  - 2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
  - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The customer shall indemnify, defend, and hold harmless the Company from any and all claims by any person relating to the services so provided.

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**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY (CONT'D)**

**2.2.1. SERVICE LIABILITY (CONT'D)**

- F. No license under patent or copyright (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this Tariff and will indemnify such customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

**2.2.2. TEMPORARY SUSPENSION FOR REPAIRS**

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will provide the affected customers with reasonable notice thereof, as circumstances permit. If practicable, the Company will perform the work at times that will cause the customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications of the customer's service.

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**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY (CONT'D)**

**2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS**

Except as may otherwise be specified in this Tariff, interruptions of 24 hours or more, which are reported to or detected by the Company, and that are not due to the negligence or willful act of the customer, are credited to the customer at the proportionate monthly charge (1/30th of the service's monthly recurring charge) involved for each 24 hours or fraction thereof of interruption. This credit is subject to the customer notifying the Company of the service interruption.

No interruption allowance shall be made for failures in facilities provided by any other person or entity except as may otherwise be provided in other sections of this Tariff.

No interruption allowance shall apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of this Tariff, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the subscriber is responsible for providing electric power.

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**2. GENERAL REGULATIONS**

**2.2. LIABILITY OF THE COMPANY (CONT'D)**

**2.2.4. LIMITATION OF LIABILITY**

**A. Unauthorized Computer Intrusion**

With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

**B. Transmission of Data**

The Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

**C. Unauthorized Devices**

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

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**2. GENERAL REGULATIONS**

**2.3. OBLIGATIONS OF THE CUSTOMER**

**2.3.1. RESPONSIBILITY OF THE CUSTOMER**

The customer shall be responsible for:

- A. The payment of all charges for facilities and services furnished the customer, including charges for services originated, or charges accepted, at such facilities.
- 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. Obtaining, maintaining, and otherwise having full responsibility for all easements necessary for installation of any associated equipment or facilities used to provide Local services to the customer from the property line to the location of the equipment installed on the customer's premises. Any costs associated with obtaining and maintaining the easements described herein including the costs of altering the structure to permit installation of the Company-provided equipment or facilities shall be borne entirely by, or may be charged by the Company to the customer;
- D. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees, agents and/or suppliers shall be installing or maintaining the Company's facilities and equipment. The Company reserves the right to refuse to install its equipment in a hazardous area. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work;

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**2. GENERAL REGULATIONS**

**2.3. OBLIGATIONS OF THE CUSTOMER (CONT'D)**

**2.3.1. RESPONSIBILITY OF THE CUSTOMER (CONT'D)**

- E. 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 easements for which the customer is responsible under this section; and granting or obtaining permission for Company agents or employees to enter the premises of the customer for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- F. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

**2.3.2. CLAIMS**

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for:

- A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- B. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES**

**2.4.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT**

A customer whose service has been discontinued for non-payment of bills for any telecommunications service will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company and to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the customer or applicant is indebted to the Company for service previously furnished, the Company may suspend or terminate the current service until satisfactory arrangements have been made for the payment of the prior indebtedness.

**2.4.2. BILLING AND COLLECTION**

The customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the customer.

The Company will establish a monthly billing date for each customer account and shall bill all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed monthly, in advance of the month(s) in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due upon receipt and payment must be received no later than the payment due date shown on the bill.

When the customer's service does not begin on the first day of the billing cycle or end the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES (CONT'D)**

**2.4.3. BILLING DISPUTES**

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date.

**2.4.4. ADVANCE PAYMENTS**

The Company does not collect advance payments from its customers.

**2.4.5. DEPOSITS**

The Company does not collect deposits from its customers.

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**2. GENERAL REGULATIONS**

**2.4. PAYMENTS AND CHARGES (CONT'D)**

**2.4.6. RETURNED CHECK CHARGE**

The customer will be assessed a charge of fifteen dollars (\$15.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges, submitted by the customer to the Company which a financial institution refuses to honor.

**2.4.7. LATE PAYMENT CHARGE**

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a Late Payment Charge in the amount of 1.5% of the unpaid balance.

Late Payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the customer's bill.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE**

**2.5.1. CANCELLATION OF SERVICE**

The customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

**2.5.2. DISCONTINUANCE OF SERVICE**

- A. The Company may, without incurring any liability, suspend or discontinue service under the following conditions.
1. For non-payment of any sum due until all charges due have been paid.
    - a. Suspension of service shall not be made until at least five days have elapsed following written notification to the customer of the Company's intention to suspend service for non-payment.
    - b. Termination of service shall not be made until at least ten days have elapsed following written notification to the customer of the Company's intention to terminate service for non-payment. Where termination follows suspension at least five days must elapse following the date of suspension before service is terminated unless the customer consents to earlier termination.
  2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
  3. For use of telephone service for any property or purpose other than that described in the application.
  4. In the event of abandonment of the service or any other violation by the customer of the rules, regulations or conditions under which service is furnished.
  5. If the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, assets, or services.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)**

**2.5.2. DISCONTINUANCE OF SERVICE (CONT'D)**

A. (Cont'd)

6. Any use of service by a customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other customers or that is used for any purpose other than as a means of communication.
7. For violation of any Tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
8. In the event of unauthorized or fraudulent use or material misrepresentation of identity to obtain telephone service.

B. The Company may discontinue, suspend or refuse service without notice under the following conditions:

1. The customer provides false information to the Company regarding the customer's identity, address, credit-worthiness, past or current use of communications services, or its planned use of the Company's service.
2. The customer states that it will not comply with a request of the Company for security for the payment for service or advance payments, as specified in this Tariff.
3. The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service.
4. Use of the service by the customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company.
5. The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
  - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this Tariff; or
  - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
  - c. Use of any other fraudulent means or devices.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)**

**2.5.2. DISCONTINUANCE OF SERVICE (CONT'D)**

**B. (Cont'd)**

6. The Company shall have the right to refuse or discontinue service without advance notice if the acts of the customer are such as to indicate intention to defraud the Company, including fraudulently placing and receiving calls and/or providing false credit information. In an attempt to limit the Company's exposure to risk from fraudulent acts, the Company will undertake the following:
  - a. The customer's usage patterns will be evaluated on the basis of documented usage from accounts with fraudulent activity. Examples of usage criteria used in the assessment of probable fraudulent activity include:
    - call duration
    - call destination
    - volume (frequency)
    - method used to place or receive calls
  - b. A letter will be sent to the customer on the date their service is discontinued explaining the reasons for such action and how to contact the Company for additional information.
  - c. In lieu of disconnection, the Company at its sole discretion may temporarily limit a customer's ability to place toll calls, place calls to directory assistance (including directory assistance call completion), or to receive collect calls.

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**2. GENERAL REGULATIONS**

**2.5. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)**

**2.5.3. CHANGES IN SERVICE**

If the customer makes or requests material changes in service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the customer's installation fee shall be adjusted accordingly.

**2.5.4. RESTORATION OF SERVICE**

When a customer's service has been disconnected in accordance with the Tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

If any customer's service is restored after having been suspended in accordance with the Tariff but a Company service order to terminate such service has not been completed when such service is restored, the customer may be required to pay a restoral of service charge.

If a service has been suspended or discontinued for nonpayment, service will be re-established upon receipt of all charges due, which includes charges for services and facilities during the period of suspension and which may include a service restoral fee. If the customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order or certified check. If such payment is made by personal check, restoral of service will be effected upon bank clearance of the check.

**2.5.5. ASSIGNMENT OR TRANSFER OF SERVICE**

The customer may not assign or transfer its rights or duties in connection with the services and equipment or facilities provided by the Company without the written consent of the Company. The Company may assign its rights and duties (a) to any subsidiary, parent Company, or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company, or (c) pursuant to any financing, merger or reorganization of the Company.

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**2. GENERAL REGULATIONS**

**2.6. PROVISION FOR CERTAIN LOCAL TAXES AND FEES**

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

**2.7. NOTICES AND COMMUNICATIONS**

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, postage prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications, or billing.

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**2. GENERAL REGULATIONS**

**2.8. SPECIAL CONSTRUCTION**

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction is construction undertaken:

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

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**3. SERVICE AREAS**

**3.1. LOCAL EXCHANGE SERVICE**

The Company offers Local Exchange Service within the State of Arizona, and concurs in the local calling areas and maps as filed by the incumbent local exchange company. The Company reserves the right to offer services under a phased-in schedule such that the local serving area will expand as technical capability expands.

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**4. SERVICE CONNECTION AND MAINTENANCE CHARGES**

**4.1. GENERAL**

Local Exchange Service is subject to nonrecurring service charges that apply to customer requests for connecting, moving or changing service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.

Charges for the connection, move, or change of service will apply for work being performed during the Company's normal business hours. If the customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once has it begun, an additional charge may apply based upon the additional cost involved.

All changes in location of the customer's service from one premises to another, except as otherwise provided in this Section, are treated as new service connections with the appropriate Service Charges applying.

**4.2. SERVICE CONNECTION AND LINE ACTIVATION CHARGES**

**4.2.1. DESCRIPTION OF CHARGES**

A Service Connection Charge or Line Activation Charge applies when a customer requests establishment of new service. The requirement to install certain facilities or equipment, or the presence of such facilities or equipment, will determine whether the Service Connection Charge or the Line Activation Charge will apply.

- A. The Service Connection Charge applies per occurrence for the initial or subsequent installation of broadband facilities and equipment, and to any change of location of such facilities and equipment. This charge will be waived for the initial installation of any Network Interface Unit(s) at the customer's premises.
- B. The Primary Line Activation Charge applies per occurrence where existing broadband facilities and equipment (with sufficient capacity to meet the activation requirement) are available. Where existing facilities are not available, a Service Connection Charge applies in lieu of the Primary Line Activation Charge.
- C. The Line Restoration Charge will apply on each line to be restored after disconnection for non-payment of charges.
- D. The Service Dispatch Charge will apply for any subsequent request to add or modify facilities after initial installation.

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**4. SERVICE CONNECTION AND MAINTENANCE CHARGES**

**4.3. SERVICE CHANGE CHARGES**

**4.3.1. DESCRIPTION OF CHARGES**

Service Change Charges apply per line when a customer requests a change in existing service.

- A. Telephone Number Change - A charge applies to each customer-requested change in telephone number.
- B. Feature Change Charge - Applies to an existing Local Service line when the customer requests to add or change a standard feature. This charge is assessed per access line for each occurrence.
- C. Primary Interexchange Carrier (PIC) Change Charge - A PIC Change Charge will apply to existing Comcast Local Service customers who request a change in their PIC designation for pre-subscription of InterLATA or IntraLATA services. If the customer simultaneously changes both the intraLATA PIC and the interLATA PIC on the same line or trunk to the same Carrier, only the interLATA PIC Change Charge will apply. If the customer simultaneously changes both the intraLATA PIC and the interLATA PIC on the same line or trunk to separate Carriers, both the IntraLATA and InterLATA PIC Change Charges will apply.
- D. Directory Listing Change Charge - A charge will apply to each customer-requested change in directory listing.
- E. Change of Billing Responsibility - This charge applies when a customer requests that the billing responsibility for an existing Business Local Service account be changed to reflect a new name.

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**4. SERVICE CONNECTION AND MAINTENANCE CHARGES**

**4.3. SERVICE CHANGE CHARGES (CONT'D)**

**4.3.1. DESCRIPTION OF CHARGES (CONT'D)**

**G. Move, Add, Change Charge**

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

The customer will be assessed a charge for any move, add, or change of a Company service.

Move, Add, and Change are defined as follows:

**1. Move**

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building.

**2. Add**

The addition of a service to an existing service at one location.

**3. Change**

Includes rearrangement or reclassification of existing service at the same location.

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**4. SERVICE CONNECTION AND MAINTENANCE CHARGES**

**4.4. REPAIR AND MAINTENANCE PREMISES VISIT CHARGES**

**4.4.1. DESCRIPTION OF CHARGES**

Repair and Maintenance Premises Visit Charges apply per customer order for all work or services ordered to be provided at one time on the same premises, for the same customer. This charge will vary depending upon the day of the week and the time of day service is requested by the customer as follows:

- A. Basic Time - Work performed Monday through Saturday between 8:00 AM and 8:00 PM.
- B. Overtime - Work performed Monday through Saturday between 8:00 PM and 8:00 AM.
- C. Premium Time - Work performed on Sundays and on national holidays.

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**4. SERVICE CONNECTION AND MAINTENANCE CHARGES**

**4.5. RATES AND CHARGES**

**4.5.1. SERVICE CONNECTION AND LINE ACTIVATION CHARGES**

	<u>NONRECURRING CHARGES</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
A. Service Connection Charge	\$85.00	\$75.00
B. Primary Line Activation Charge	85.00	75.00
C. Line Restoration Charge, after disconnection for non-payment, per line	85.00	60.00
D. Service Dispatch Charge, subsequent to initial installation	85.00	60.00

**4.5.2. SERVICE CHANGE CHARGES**

A. Telephone Number Change	\$50.00	\$35.00
B. Feature Change Charge	30.00	10.00
C. PIC Change Charge (OutPICs only)	20.00	5.00
D. Directory Listing Change Charge	40.00	30.00
E. Change of Billing Responsibility	20.00	10.00
F. Move, Add, Change Charge	30.00	10.00

**4.5.3. REPAIR AND MAINTENANCE PREMISES VISIT CHARGES**

A. Basic Time (per visit)	\$160.00	\$115.00
B. Overtime (per visit)	225.00	175.00
C. Premium Time (per visit)	280.00	230.00

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**5. LOCAL EXCHANGE SERVICE**

**5.1. BUSINESS LOCAL SERVICE**

**5.1.1. DESCRIPTION OF SERVICE**

Business Local Service provides the customer with one access line and usage within a Local Calling Area for the transmission of two-way interactive switched voice or data communications. Local Calling Areas are described in Section 3.

The Company's services are furnished subject to the availability of facilities within the Local Serving Area and are subject to the terms and conditions of this Tariff.

Business Local Service provides the customer with one access line, touch-tone service, one commercial white page listing, one simple yellow page listing, 900/976 call blocking, and unlimited calling within the customer's Local Calling Area. Business Local Service is offered as a stand-alone local offer or in conjunction with an associated long distance service provided by the Company.

Business Local Service is subject to monthly recurring charges, usage rates, and, for certain call types, service charges on a per call basis.

**5.1.2. RATES AND CHARGES**

	<u>MONTHLY CHARGE</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
Business Access Line	\$85.00	\$50.50

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**5. LOCAL EXCHANGE SERVICE**

**5.2. CUSTOM CALLING FEATURES**

Optional Custom Calling features are available with the Company's Local Service. Customers may order features individually or as part of a feature package. Monthly recurring charges associated with features are applied per access line, and are in addition to any other applicable charges. Usage charges may also apply to some features.

**5.2.1. OPTIONAL FEATURES**

**A. Call Trace**

Call Trace allows the customer to initiate an automatic trace of the last call received. After receiving a call that is to be traced, the customer dials a code and the traced number is automatically sent to the Company. The customer will not receive the telephone number of the party who called. The Company will hold the traced telephone number for release to the appropriate law enforcement personnel. The customer will be assessed a charge per successful trace.

**B. Caller ID Name and Number**

Caller ID allows the customer to identify the telephone name and number from which a call is being made. The name and telephone number of the person initiating the call is displayed on a customer-provided display device.

**C. Caller ID Blocking**

This feature blocks the display of the customer's name and telephone number to Caller ID display devices on all calls made from the subscribed line. This feature may be de-activated at any time by the customer on a call-by-call basis through the activation of a special code. This feature is provided at no monthly charge to the customer. Per Line Blocking will not prevent the display of originating telephone numbers to 911 emergency service providers.

**D. Prohibit Billed to Third Number Calls**

Allows a customer to prevent all Billed to Third Number calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

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**5. LOCAL EXCHANGE SERVICE**

**5.2. CUSTOM CALLING FEATURES (CONT'D)**

**5.2.1. OPTIONAL FEATURES (CONT'D)**

**E. Prohibit Collect Calls**

Allows a customer to prevent all Collect calls from being billed to their telephone number, provided the transmitting operator checks the validation database.

**F. Prohibit Billed to Third Number and Collect Calls**

This feature combines the Prohibit Billed to Third Number and the Prohibit Collect Calls features.

**5.2.2. RATES AND CHARGES**

In addition to the following rates, a nonrecurring Service Change Charge, as set forth in Section 4.3, preceding, will apply when a customer requests a change in their selection of features.

	<u>MONTHLY CHARGE</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
A. Call Trace	\$10.00	\$5.00
B. Caller ID Name & Number	22.35	9.95
C. Caller ID Blocking Per Line	0.00	0.00
D. Prohibit Billed to Third Number Calls	0.00	0.00
E. Prohibit Collect Calls	0.00	0.00
F. Prohibit Billed to Third Number & Collect Calls	0.00	0.00

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**5. LOCAL EXCHANGE SERVICE**

**5.3. 900/976 INFORMATION SERVICE BLOCKING**

**5.3.1. GENERAL**

900/976 Information Service Blocking is provided by the Company as the default service option to restrict calls from the customer's exchange access line to all 900 and/or 976 service access codes.

**5.3.2. REGULATIONS**

- A. When the blocking is activated, direct dialed calls to all 900 and/or 976 service numbers from the customer's exchange access line will be blocked. These blocked calls will be directed to an announcement.
- B. This option does not prevent customers from placing 900 and/or 976 calls from their exchange access line using other Operator Service Providers. In addition, this option does not prevent customers from placing operator assisted or credit card calls to 900 and/or 976 services from a line that is not blocked.

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**5. LOCAL EXCHANGE SERVICE**

**5.4. TOLL RESTRICTION**

**5.4.1. GENERAL**

This service provides customers with the ability to block outbound long distance calling from their local access line.

**5.4.2. REGULATIONS**

- A. When the Toll Restriction option is activated, direct dialed long distance calls from the customer's access line will be blocked. These blocked calls will be directed to a network message.
- B. The activation of the Toll Restriction option does not prevent customers from placing long distance calls from the access line utilizing an Operator Services provider or Directory Assistance Call Completion provider that can be reached through the use of a local call. In addition, this option does not prevent customers from placing operator assisted or calling card calls to a long distance number from a line that is not blocked.
- C. Toll Restriction will block the following types of calls:

- 1+ 7 Digit Long Distance
- 1+ 10 Digit Long Distance
- 00+
- 00-
- 01+
- 011+
- 1010XXX
- 0+ 7 Digit Long Distance
- 0+ 10 Digit Long Distance
- 7 Digit Long Distance

**5.4.3. RATES AND CHARGES**

A nonrecurring charge will apply for each line restricted.

	<u>NONRECURRING CHARGE</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
A. Toll Restriction, Per Line	\$20.00	\$0.00

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**5. LOCAL EXCHANGE SERVICE**

**5.5. OPERATOR SERVICES**

**5.5.1. GENERAL**

A service charge will apply to local calls placed with the assistance of a Company Operator or mechanized response system. Various billing arrangements are available with Operator Assisted Service including Operator Station (Collect, Billed to Third Number, Other Operator Assisted) and Person-to-Person.

**5.5.2. OPERATOR ASSISTED SERVICES**

Customers who cannot physically dial a call can qualify for an Operator Assisted exemption which provides the customer with operator assistance at a direct dialed rate without a service charge. No application or certification is required for this program; however, the customer must request this exemption.

**A. Operator Station**

An Operator Station service charge applies when calls are completed with the assistance of a Company Operator, except as specified for Person-to-Person calls.

**B. Person-to-Person**

Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

**5.5.3. RATES AND CHARGES**

	<u>SERVICE CHARGE PER CALL</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
<b>A. Local Operator Assisted Services</b>		
1. Operator Station		
a. Automated Calls	\$6.90	\$2.30
b. Operator Assisted Calls	11.40	3.80
2. Person-to-Person		
a. Automated Calls	\$13.50	\$4.50
b. Operator Assisted Calls	18.00	6.00

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**5. LOCAL EXCHANGE SERVICE**

**5.6. BUSY LINE VERIFICATION AND INTERRUPT SERVICE**

**5.6.1. GENERAL**

Upon request of a calling party, the Operator will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The Operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

**5.6.2. REGULATIONS**

- A. Busy Line Verification and Interrupt service is furnished where and to the extent that facilities permit. The customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- B. A charge will apply when: (1) the operator verifies that the line is busy with a call in progress, (2) the operator verifies that the line is available for incoming calls; or (3) the operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. Charges apply for both verification and interruption.
- C. No charge will apply when: (1) the calling party advises that the call is to or from an official public emergency agency; or (2) under conditions other than those stated in A. above.
- D. A Busy Line Verification charge also applies for each Busy Line Interruption.

**5.6.3. RATES AND CHARGES**

	<u>CHARGE PER USE</u>	
	<u>MINIMUM</u>	<u>CURRENT</u>
A. Busy Line Verification, each	\$9.00	\$3.00
B. Busy Line Interrupt, each	18.00	6.00

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**5. LOCAL EXCHANGE SERVICE**

**5.7. DIRECTORY ASSISTANCE SERVICE**

**5.7.1. GENERAL**

Directory Assistance Service is furnished upon customer request for assistance in obtaining directory listing information for listings that are within the local calling area or LATA of the originating line. Customers will be charged for all requests including requests for listings that are not available or not found. This service will be provided by an operator or a mechanized response system.

**5.7.2. REGULATIONS**

Directory Assistance charges apply on a per call basis, with a maximum of three requests allowed per call. Calls to Directory Assistance service will be billed directly to the customer's account. Alternate billing options and operator services are not available. Customers will receive one (1) free directory assistance call during each billing cycle.

**A. Exemptions**

A customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges.

**5.7.3. RATES AND CHARGES**

	<u>SERVICE CHARGE PER CALL</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
A. Directory Assistance, each request within the Company's local calling or LATA/NPA serving area	\$1.15	\$1.15
B. Directory Assistance, each request outside the Company's local calling and LATA/NPA serving area	1.15	1.15

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**5. LOCAL EXCHANGE SERVICE**

**5.8. DIRECTORY ASSISTANCE CALL COMPLETION SERVICE**

**5.8.1. GENERAL**

Directory Assistance Call Completion Service provides a customer calling Directory Assistance with the option of having the call completed to the requested number. A service message will inform the customer that he may be connected to the requested number automatically for a specified additional charge.

**5.8.2. REGULATIONS**

- A. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges apply in addition to a Directory Assistance Call Completion Service charge. Completed non-local calls will incur a usage charge per minute as set forth in 5.8.3, below.
- B. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.
- C. Directory Assistance Call Completion charges apply only to calls actually completed.
- D. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.
- E. The Directory Assistance Call Completion Service charge does not apply to calls that are exempt from the Directory Assistance charge as defined in Section 5.7.2.
- F. Calls completed through Directory Assistance Call Completion service will be billed directly to the customer's account. Alternate billing options and operator services are not available.

**5.8.3. RATES AND CHARGES**

	<u>MAXIMUM</u>	<u>CURRENT</u>
A. Directory Assistance Call Completion, each completed call		
1. Charge per Call	\$2.75	\$1.00
2. Non-Local Rate per Minute of Use	\$0.78	\$0.45

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**5. LOCAL EXCHANGE SERVICE**

**5.9. DIRECTORY LISTINGS**

**5.9.1. BUSINESS LISTINGS**

The Company does not publish a directory of customer listings. However, the Company will arrange for certain listings of the customer's main billing number to be placed in the appropriate directories of another local exchange carrier. The rates and regulations specified herein for directory listings apply only to single-line listings in the alphabetical section of the directory (White Pages) and simple listings in the classified section of the directory (Yellow Pages).

Listings provided under this service are intended solely for the purpose of identifying the customer's telephone number and as an aid to the use of telephone service. Complex listings in the classified section of the directory may be arranged by the customer directly with the local exchange carrier providing the directory service.

- A. The Company is not liable for damages arising from errors or omissions in the making up or printing of directories or in accepting listings as presented by the customer.
- B. The customer will receive one free standard listing in the alphabetical section of the directory that serves the customer's location. Additional listings are available in the alphabetical section of the directory at additional monthly recurring charges. These charges will apply to all additional listings while the directory containing such listings is in effect.
- C. The customer will receive one free simple listing in the classified section of the directory that serves the customer's location. The customer must contact the local exchange carrier providing the directory service to arrange for additional simple listings or any complex listings in the classified section of the directory under separate contract and billing.
- D. A service charge will apply for any customer-requested change in listing, as specified in Section 4.3, preceding.

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**5. LOCAL EXCHANGE SERVICE**

**5.9. DIRECTORY LISTINGS (CONT'D)**

**5.9.2. NON-PUBLISHED NUMBERS**

**A. General**

Non-Published telephone numbers are listed in neither the directories nor Directory Assistance records available to the general public.

**B. Regulations**

Incoming calls will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice notwithstanding any claim of emergency the calling party may present. The acceptance by the Company of the customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the customer.

The Company's liability, if any, for its gross negligence or willful misconduct, or the right, if any, of the customer to seek any legal remedies available for the same, is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the customer for damages associated with publishing the non-published telephone number in the directory or disclosing said number to any person, the Company's liability, if any, shall not exceed the monthly charges which the customer may have made for that non-published number for the affected period.

Except as provided above, the customer shall hold the Company harmless for any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication/non-publication of the Non-Published Number or the disclosing/non-disclosing of said number to any person.

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**5. LOCAL EXCHANGE SERVICE**

**5.9. DIRECTORY LISTINGS (CONT'D)**

**5.9.3. NON-LISTED NUMBERS**

**A. General**

Non-Listed telephone numbers are not listed in the directories but are included in Directory Assistance records available to the general public.

**B. Regulations**

The acceptance by the Company of the customer's request to refrain from publishing his/her telephone number in the directory does not create any relationship or obligation, direct or indirect, to any other person than the customer.

The Company's liability, if any, for its gross negligence or willful misconduct or the right of the customer to seek any legal remedy available for the same is not limited by this Tariff. In the absence of gross negligence or willful misconduct with respect to any claim or suit brought by, or other legal remedies available to, the customer for damages associated with publishing the telephone number of a non-listed number in the directory, the Company's liability, if any, shall not exceed the monthly charges which the customer may have made for that non-listed number for the affected period.

Except as provided above, the customer shall hold the Company harmless for any and all claims for damages caused or claims to have been caused, directly or indirectly, by the publication of the non-listed number.

**5.9.4. RATES AND CHARGES**

	<u>MONTHLY CHARGE</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
A. Additional Listing, each	\$7.50	\$2.50
B. Non-Published Numbers, each	4.65	1.55
C. Non-Listed Numbers, each	3.60	1.20

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**5. LOCAL EXCHANGE SERVICE**

**5.10. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911)**

**5.10.1. GENERAL**

The Company will provide a universal central office number 911 for the use of Public Safety Answering Points (PSAP) engaged in providing telecommunications services for a Public Agency engaged in protecting the safety and property of the general public. Use of the 911 number will provide the public with a means of simple and direct telephone access to such Public Safety Answering Points.

In providing this service, the Company will arrange to route 911 telephone calls from telephones with specified Area Code and central office designations to a Public Safety Answering Point specified by an appropriate Public Agency.

**5.10.2. REGULATIONS**

- A. The PSAP operator is responsible for the dispatch of police, fire, ambulance or any other emergency services personnel summoned by the party seeking assistance.
- B. 911 Information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- C. The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- D. After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**5. LOCAL EXCHANGE SERVICE**

**5.10. UNIVERSAL EMERGENCY TELEPHONE NUMBER SERVICE (911, E911) (CONT'D)**

**5.10.2. REGULATIONS (CONT'D)**

- E. The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.
- F. Under the terms of this Tariff the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any 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 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, 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 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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**5. LOCAL EXCHANGE SERVICE**

**5.11. TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Telecommunications Relay Service (TRS) is a relay telecommunications service for persons who are deaf or hearing and/or speech disabled. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a Text Telephone and individuals with normal hearing and speech. Persons utilizing this service will be charged as if the call were directly dialed.

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**6. PROMOTIONAL OFFERINGS**

**6.1. PROMOTIONS**

From time to time, the Company will introduce promotional offerings. The Company may offer services at a reduced rate, free of charge, or offer incentives including gift certificates and coupons for promotional, market research or rate experimentation purposes. Such offerings will be for a limited duration.

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**7. MESSAGE TELECOMMUNICATIONS SERVICE**

**7.1. GENERAL**

Message Telecommunications Service (MTS) applies to all long distance calls made between two or more rate centers that are furnished or made available by the Company over facilities within the state. MTS provides telecommunications beyond the local serving area. MTS charges cover the service furnished between the calling and called stations.

MTS Service is available to customers located within the Company's serving area who subscribe to the Company's local service as described in this Tariff.

**7.2. REGULATIONS**

**7.2.1. GENERAL**

MTS is the furnishing of facilities for telecommunications between station lines in different local service areas in accordance with the terms, conditions, and rates specified in this Tariff. The Company does not undertake to transmit messages but furnishes the use of its facilities to its customers for communications.

The Company may restrict access to long distance calls for customers who are delinquent in payment of their long distance bills and who have agreed to a payment plan with the Company.

**7.2.2. CLASS OF CALLS**

Charges apply according to the class of call the calling party selects as defined below.

**A. Dial Station**

Dial Station charges will apply when the customer dials the desired telephone number without the assistance of a Company Operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment.

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**7. MESSAGE TELECOMMUNICATIONS SERVICE**

**7.2. REGULATIONS (CONT'D)**

**7.2.2. CLASS OF CALLS (CONT'D)**

B. The Dial Station class of service also applies when the Operator:

1. Records the calling telephone number for areas without automatic recording equipment.
2. Reaches the called telephone number because of trouble on the network or because dial completion is not available.
3. Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
4. Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.

C. Operator Services

1. Operator Station

Operator Station rates apply when the customer places a call with the assistance of a Company Operator or an automated mechanized response system. Various billing arrangements are available with Operator Station Service including Collect, Billed to Third Number, and Other Operator Assisted.

Customers who cannot physically dial a call may qualify for an Operator Assisted exemption which provides the customer with operator assistance at a direct dialed rate without a service charge. No application or certification is required for this program; however, the customer must request this exemption.

2. Person-to-Person

Person-to-Person charges apply when the calling party specifies to the operator a particular person to be reached, or a particular station, department, or office to be reached through a PBX or Centrex attendant. After the called station has been reached, if the called party is unavailable and the calling party requests or agrees to speak to a party other than the party initially specified, the call is still billed as a Person-to-Person call. The calling party is responsible for identifying the party at the called station.

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**7. MESSAGE TELECOMMUNICATIONS SERVICE**

**7.2. REGULATIONS (CONT'D)**

**7.2.3. TIMING OF CALLS**

- A. On Dial Station and Operator Station calls, the timing of a call begins when the calling and called stations are connected. Calls are timed in one-minute increments.
- B. On Person-to-Person calls the timing of a call begins when the calling person is connected to a specified person, station, or an agreed alternate.
- C. Chargeable time ends when the connection is terminated at any point.
- D. The timing of a call does not include time lost due to service faults or defects that are reported to the Company.
- E. MTS usage rates are applied on the basis of whole minute intervals. The billing interval is determined by rounding up partial minutes to the next whole minute.

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**7. MESSAGE TELECOMMUNICATIONS SERVICE**

**7.3. BUSINESS LONG DISTANCE**

**7.3.1. DESCRIPTION OF SERVICE**

Business customers who subscribe to Comcast Local Service and choose the Company as their IntraLATA and/or InterLATA long distance provider will receive the following rates on all direct dialed calls.

**7.3.2. RATES AND CHARGES**

	<u>RATE PER MINUTE OF USE</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
A. IntraLATA	\$0.78	\$0.45
B. InterLATA	0.78	0.45

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7. MESSAGE TELECOMMUNICATIONS SERVICE

7.4. OPERATOR SERVICES

7.4.1. GENERAL

- A. Operator Services rates apply to customers subscribing to MTS Service who engage an operator or an automated mechanized voice response system in the completion of MTS calls.
- B. A per-call service charge and per-minute usage rate applies to each Operator Services call.

7.4.2. RATES AND CHARGES

	<u>CHARGE PER CALL</u>	
	<u>MAXIMUM</u>	<u>CURRENT</u>
A. Operator Station		
1. Automated Calls	\$6.90	\$2.30
2. Operator Assisted	11.40	3.80
B. Person-to-Person		
1. Automated Calls	13.50	4.50
2. Operator Assisted	18.00	6.00
C. Rate per Minute of Use	0.78	0.45