

**Tariff Schedule Applicable to  
Resold and Facilities-Based  
Intrastate Interexchange Services  
Furnished by  
Bandwidth.com CLEC, LLC  
Between Points Within the State of Arizona**

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Kade Ross, COO  
Bandwidth.com CLEC, LLC  
4001 Weston Parkway  
Cary, North Carolina 27513

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<b>APPROVED FOR FILING</b> <b>DECISION # <u>71117</u></b>
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**CHECK SHEET**

The sheets inclusive of this tariff 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 sheet.

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**ORIGINAL****TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2  
2.1  
2.1.1  
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**EXPLANATION OF SYMBOLS**

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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**DEFINITIONS**

"Applicant" refers to a person or agency requesting the utility to supply telephone service.

"Bandwidth.com" refers to Bandwidth.com CLEC, LLC

"Basic exchange service" refers to service provided to business or residential customers at a flat or measured rate which affords access to the telecommunications network.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Commission" refers to the Arizona Corporation Commission, the regulatory authority in the state of Arizona having jurisdiction over public service corporations operating in Arizona.

"Company" refers to Bandwidth.com CLEC, LLC or the public service corporation, as defined in the Arizona Constitution, Article 15, § 2, which provides telecommunications services within the state of Arizona and over which the Commission has jurisdiction

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to the person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

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**DEFINITIONS (Cont'd)**

"Delinquent" or "Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

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

"Local Access Transport Area ("LATA")" means one of the geographic local access and transport areas established as a result of the AT&T divestiture.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" means a service that ensures that customers' telephone numbers are not published in the telephone directory and are not otherwise available through directory assistance or a service that ensures that customers' telephone numbers are not published in the telephone directory but are available through directory assistance.

"Rules" refer to the regulations set forth in this tariffs which apply to the provision of telephone service.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the Commission.

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**DEFINITIONS (Cont'd)**

"Service Area" refers to the territory in which the Company is granted a Certificate of Convenience and Necessity and is authorized by the Commission to provide telephone service.

"Service Charge" refers to the charge specified in the Company's tariff which covers the cost of establishing moving, changing or reconnecting service or equipment.

"Subscriber" means the Customer identified in the account records of a Telecommunications Company; and any person authorized by such Customer to change telecommunications services or to charge services to the account; or any person contractually or otherwise lawfully authorized to represent such Customer.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the documents filed with the Commission which list the services and products offered by the utility and which set forth the terms and conditions and a schedule of the rates and charges, for those services and products.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with the Services provided pursuant to this tariff.

"Toll service" refers to Service between stations in different exchange areas for which a long distance charge is applicable.

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**SECTION 1. APPLICATION OF TARIFF**

- 1.1.1 This tariff governs the services provided by Bandwidth.com CLEC, LLC that originate and terminate within the State of Arizona Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business/non-residential and residential customers.

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**SECTION 2. RULES AND REGULATIONS****2.1 Undertaking of the Company**

2.1.1 This tariff contains the regulations, rates and charges applicable to resold and facilities-based intrastate interexchange services provided by the Company to business/non-residential and residential customers in the State of Arizona.

2.1.2 The Company shall make reasonable efforts to supply a satisfactory and continuous level of service. The Company shall not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from but not limited to:

- (1) Any cause against which the Company could not have reasonably foreseen or made provision for, that is, force majeure.
- (2) Intentional service interruptions to make repairs or perform routine maintenance of services constituting excusable negligence.

**2.2 Obligations of the Customer**

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for 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's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)****2.2.1 (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

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

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, 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

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.5 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 set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.
- 2.2.6 The customer shall be responsible for safeguarding all Company property installed in or on the customer's premises for the purpose of supplying utility service to that customer.
- 2.2.7 The customer shall be responsible for maintaining in safe operating condition all customer provided equipment and fixtures.
- 2.2.8 The customer shall exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to Company property on the customer's premises arising from neglect, theft, carelessness, or misuse and shall reimburse the utility for the cost of necessary repairs or replacements.
- 2.2.9 The customer shall be responsible for payment for any equipment damage and/or use resulting from unauthorized use, interfering or tampering of the Company's equipment on the customer's premises.
- 2.2.10 The customer shall be responsible for payment for any equipment damage and/or use resulting from unauthorized use, interfering or tampering of the Company's equipment on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL BANDWITDH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

**2.3.2 Limitation of Liability**

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.3.3 Force Majeure**

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service****2.4.1 General**

The Company may refuse to establish service to a customer if any of the following conditions exist:

- (1) The applicant has an outstanding amount due for similar Company provided services and the applicant is unwilling to make acceptable arrangements with the Company for payment.
- (2) A condition exists which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the Company's personnel or facilities.
- (3) Customer is known to be in violation of the Company's tariffs filed with the Commission.
- (4) Failure of the customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the customer and which have been specified by the Company as a condition for providing service.
- (5) Applicant falsifies his or her identity for the purpose of obtaining service.

**2.4.2 Minimum Contract Period**

- 2.4.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service (Cont'd)****2.4.2 General**

2.4.2.2 Except as provided in 2.4.3.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.2.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.3 Cancellation of Service**

2.4.3.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.3.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.3.2.A The total costs of installing and removing such facilities; or

2.4.3.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service (Cont'd)**

**2.4.3 Cancellation of Service (Cont'd)**

2.4.3.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.4.3.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.3.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

- 2.5.1 The customer is responsible for payment of all charges for service furnished to the customer pursuant to this tariff. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. The billing date shall be printed on the bill and the date rendered shall be the mailing date. Payment is due upon receipt by Customer and payable within fifteen (15) days of the date that the bill is rendered.
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge of 1.5 percent the amount of the delinquent bill. For business customers, all amounts outstanding fifteen (15) days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge. Bills not paid within twenty-two (22) days of date on which the bill for such amounts is mailed and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a five (5) day notice shall be required in order to terminate services hereunder for non- payment.
- 2.5.3 The billing date shall be printed on the bill and the date rendered shall be the mailing date.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits**

The Company will not collect advances, prepayments, or deposits from Arizona customers.

**2.7 Customer Complaints and Billing Disputes**

2.7.1 In the event that Customer disputes any charges, Customer may notify the Company by telephone, in writing or in person. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within five (5) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Any unresolved dispute may be directed in writing to the Consumer Services Division at 1200 W. Washington Street, Phoenix, AZ 85007.

The Division may be reached between the hours of 8:00 a.m. and 5:00 p.m. as follows:

Within Metro Phoenix: 602-542-4251

Within Metro Tucson: 520-628-6550

Outside the Metro Phoenix or Tucson areas, but within Arizona, call toll free

1-800-222-7000 (Phoenix Office)

1-800-535-0148 (Tucson Office)

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.8 Allowance for Interruptions in Service****2.8.1 General**

The Company shall make reasonable efforts to reestablish service within the shortest possible time when a service interruption occurs and shall make reasonable provisions to meet emergencies resulting from failure of service, and the Company shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company shall attempt to inform affected customers at least 24 hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers of the Company.

The Company shall notify the Commission of major interruptions in service affecting the entire system or any major division.

**2.8.2 Credits for Interruptions in Services**

2.8.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Allowance for Interruptions in Service (Cont'd)**

**2.8.2 Credits for Interruptions in Services (Cont'd)**

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

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$25.00.

**2.11 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service****2.12.1 Disconnection of Service Without Notice**

Bandwidth.com shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth.com or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities.

Bandwidth.com will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth.com is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Bandwidth.com may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

The Company shall maintain, for a minimum of one (1) year a record of all terminations of service without notice and the records shall be available for inspection by the Commission.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service (Cont'd)****2.12.2 Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) days in which to remove the cause for disconnection. The Company shall maintain, for a minimum of one (1) year a record of all terminations of service with notice and the records shall be available for inspection by the Commission.

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the Company's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice at least five (5) days of its intent to deny service if settlement of his account is not made.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2 Disconnection of Service Requiring Notice (Cont'd)**

**2.12.2.1 (Cont'd)**

**2.12.2.1.F Failure to Comply with Service Conditions.** For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

**2.12.2.1.G Failure to Comply with Municipal Ordinances.** For failure to comply with municipal ordinances or other laws pertaining to telephone service.

**2.12.2.1.H** When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.

**2.12.2.1.I** Unauthorized resale of equipment or service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**2.15 Telephone Solicitation by Use of Recorded Messages**

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.17 Overcharge**

2.17.1 When a customer has been overcharged by the Company, the amount shall be refunded or credited to the customer, with interest paid, within two years or as specified in the customer service agreement.

**2.18 Notices**

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers on record or at such other address or phone numbers as shall be designated from time to time.

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**SECTION 3. DESCRIPTION OF SERVICES****3.1 Trial Services and Promotional Offerings**

- 3.1.1 The Company may offer new services, not otherwise generally tariffed, from time to time on a trial basis and may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service.

**3.2 Contract Rates/Customer-specific Pricing/Special Pricing Arrangements (CSP/SPA)**

- 3.2.1 CSP/SPAs are made in response to the specific, individual requirements for the customers and/or a competitive bidding process. A CSP/SPA differs from the Company's standard or general tariffed offerings in that it contains a customer service arrangement and/or term and/or volume commitment.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.3 Long Distance Service**

Bandwidth.com's long distance services are intraLATA and/or InterLATA interexchange telephone services that allow customers to originate and terminate calls at locations within the State of Arizona. Bandwidth.com offers its long distance services only under either a volume commitment and/or a term commitment. In some cases Bandwidth.com's intrastate long distance services may be available only as add-ons to interstate long distance services provided by Bandwidth.com as provided in Bandwidth.com's interstate terms and conditions or as posted on the company's website at [www.bandwidth.com](http://www.bandwidth.com). Customers who subscribe to local service from Bandwidth.com, but do not subscribe to interLATA interexchange services from Bandwidth.com, may subscribe to intraLATA service from Bandwidth.com, priced in accordance with the rates and procedures used for intraLATA calls.

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**SECTION 4. RATES AND CHARGES****4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a long distance call as described in Sections 3.3 and 4.2 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.
- 4.1.3 Rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Long Distance Service****4.2.1 Business Calling Plans<sup>1</sup>**

	<u>Select Plan</u>	<u>Standard Plan</u>
IntraLATA Regional Toll	\$0.049 Per Minute	\$0.099 Per Minute
InterLATA Intrastate Toll	\$0.049 Per Minute	\$0.099 Per Minute
Minimum Usage	\$5.00 Per Month	\$0.00 Per Month

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<sup>1</sup> Available via presubscription or as add-ons to interstate long distance as described in Section 3.3.

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Long Distance Service (Cont'd)****4.2.2 IntraLATA/InterLATA Intrastate Resale<sup>2</sup>**

Mileage Band	Rate Period Day  1 <sup>st</sup> Min/add'l. 1 Min	Rate Period Evening  1 <sup>st</sup> Min/add'l. 1 Min	Rate Period Night  1 <sup>st</sup> Min/add'l. 1 Min
12+ To 16 Miles	\$.0809/\$.0497	\$.0648/\$.0398	\$.0486/\$.0298
16+ To 20 Miles	\$.0809/\$.0497	\$.0648/\$.0398	\$.0486/\$.0298
20+ To 25 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
25+ To 30 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
30+ To 40 Miles	\$.0966/\$.0809	\$.0772/\$.0648	\$.0579/\$.0486
40+ To 50 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
50+ To 70 Miles	\$.1044/\$.0888	\$.0835/\$.0710	\$.0626/\$.0533
70+ Miles	\$.1044/\$.0966	\$.0835/\$.0772	\$.0626/\$.0579

<sup>2</sup> Available via presubscription or as add-ons to interstate long distance as described in Section 3.3.

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**Tariff Schedule Applicable to  
Resold and Facilities-Based  
Local Exchange Services  
Furnished by  
Bandwidth.com CLEC, LLC  
Between Points Within the State of Arizona**

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**CHECK SHEET**

The sheets inclusive of this tariff 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 sheet.

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**CHECK SHEET (Cont'd.)**

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**TARIFF FORMAT**

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2  
2.1  
2.1.1  
2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**EXPLANATION OF SYMBOLS**

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (T) – To signify a change in text but no change in rate

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**DEFINITIONS**

"Applicant" refers to a person or agency requesting the utility to supply telephone service.

"Bandwidth.com" refers to Bandwidth.com CLEC, LLC

"Basic exchange service" refers to service provided to business or residential customers at a flat or measured rate which affords access to the telecommunications network.

"Business Hours" refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

"Commission" refers to the Arizona Corporation Commission, the regulatory authority in the state of Arizona having jurisdiction over public service corporations operating in Arizona.

"Company" refers to Bandwidth.com CLEC, LLC or the public service corporation, as defined in the Arizona Constitution, Article 15, § 2, which provides telecommunications services within the state of Arizona and over which the Commission has jurisdiction.

"Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

"Customer" refers to the person or entity in whose name service is rendered, as evidenced by the signature on the application or contract for that service, or by the receipt and/or payment of bills regularly issued in his name regardless of the identity of the actual user of the service.

"Delinquent" or "Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Grandfathered Service" applies to an obsolete and/or outdated service that the Company no longer wishes to provide. The grandfathering of a service is the Company's method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

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

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**DEFINITIONS (Cont'd)**

"Local Access Transport Area ("LATA")" means one of the geographic local access and transport areas established as a result of the AT&T divestiture.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" means a service that ensures that customers' telephone numbers are not published in the telephone directory and are not otherwise available through directory assistance or a service that ensures that customers' telephone numbers are not published in the telephone directory but are available through directory assistance.

"Rules" refer to the regulations set forth in this tariffs which apply to the provision of telephone service.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the Commission.

"Service Area" refers to the territory in which the Company is granted a Certificate of Convenience and Necessity and is authorized by the Commission to provide telephone service.

"Service Charge" refers to the charge specified in the Company's tariff which covers the cost of establishing moving, changing or reconnecting service or equipment.

"Subscriber" means the Customer identified in the account records of a Telecommunications Company; and any person authorized by such Customer to change telecommunications services or to charge services to the account; or any person contractually or otherwise lawfully authorized to represent such Customer.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the documents filed with the Commission which list the services and products offered by the utility and which set forth the terms and conditions and a schedule of the rates and charges, for those services and products

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Bandwidth.com Customers and used in conjunction with

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the Services provided pursuant to this tariff.

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**SECTION 1. APPLICATION OF TARIFF**

- 1.1.1 This tariff governs the services provided by Bandwidth.com CLEC, LLC that originate and terminate within the State of Arizona Specific services and rates are described elsewhere in this tariff.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business/non-residential and residential customers.

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**SECTION 2. RULES AND REGULATIONS****2.1 Undertaking of the Company**

2.1.1 This tariff contains the regulations, rates and charges applicable to resold and facilities-based local exchange services provided by the Company to business/non-residential and residential customers in the State of Arizona.

2.1.2 The Company shall make reasonable efforts to supply a satisfactory and continuous level of service. The Company shall not be responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from but not limited to:

- (1) Any cause against which the Company could not have reasonably foreseen or made provision for, that is, force majeure.
- (2) Intentional service interruptions to make repairs or perform routine maintenance of services constituting excusable negligence.

**2.2 Obligations of the Customer**

2.2.1 The customer shall be responsible for:

- 2.2.1.1 The payment of all applicable charges pursuant to this tariff.
- 2.2.1.2 Reimbursing the Company for 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's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)****2.2.1 (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

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

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, 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

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary 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.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.5 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 set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.
- 2.2.6 The customer shall be responsible for safeguarding all Company property installed in or on the customer's premises for the purpose of supplying utility service to that customer.
- 2.2.7 The customer shall be responsible for maintaining in safe operating condition all customer provided equipment and fixtures.
- 2.2.8 The customer shall exercise all reasonable care to prevent loss or damage to Company property, excluding ordinary wear and tear. The customer shall be responsible for loss of or damage to Company property on the customer's premises arising from neglect, theft, carelessness, or misuse and shall reimburse the utility for the cost of necessary repairs or replacements.
- 2.2.9 The customer shall be responsible for payment for any equipment damage and/or use resulting from unauthorized use, interfering or tampering of the Company's equipment on the customer's premises.
- 2.2.10 The customer shall be responsible for payment for any equipment damage and/or use resulting from unauthorized use, interfering or tampering of the Company's equipment on the customer's premises.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company**

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Bandwidth.com's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

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**ORIGINAL****SECTION 2 RULES AND REGULATIONS (Cont'd)****2.3 Liability of the Company (Cont'd)****2.3.1 (Cont'd.)**

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL BANDWITDH.COM BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

**2.3.2 Limitation of Liability**

- 2.3.2.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.3.3 Force Majeure**

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service****2.4.1 General**

The Company may refuse to establish service to a customer if any of the following conditions exist:

- (1) The applicant has an outstanding amount due for similar Company provided services and the applicant is unwilling to make acceptable arrangements with the Company for payment.
- (2) A condition exists which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the Company's personnel or facilities.
- (3) Customer is known to be in violation of the Company's tariffs filed with the Commission.
- (4) Failure of the customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the customer and which have been specified by the Company as a condition for providing service.
- (5) Applicant falsifies his or her identity for the purpose of obtaining service.

**2.4.2 Minimum Contract Period**

- 2.4.2.1** Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.4 Application for Service (Cont'd)**

2.4.2.2 Except as provided in 2.4.3.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

2.4.2.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.3 Cancellation of Service**

2.4.3.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.3.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.3.2.A The total costs of installing and removing such facilities; or

2.4.3.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.4 Application for Service (Cont'd)**

- 2.4.3.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.
- 2.4.3.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.
- 2.4.3.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.5 Payment for Service**

- 2.5.1 The customer is responsible for payment of all charges for service furnished to the customer pursuant to this tariff. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance. The billing date shall be printed on the bill and the date rendered shall be the mailing date. Payment is due upon receipt by Customer and payable within fifteen (15) days of the date that the bill is rendered.
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge of 1.5 percent the amount of the delinquent bill. For business customers, all amounts outstanding fifteen (15) days or more from the date on which the bill for such amounts is mailed are subject to a late payment charge. Bills not paid within twenty-two (22) days of date on which the bill for such amounts is mailed and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a five (5) day notice shall be required in order to terminate services hereunder for non-payment.
- 2.5.3 The billing date shall be printed on the bill and the date rendered shall be the mailing date.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.6 Customer Deposits**

The Company will not collect advances, prepayments, or deposits from Arizona customers.

**2.7 Customer Complaints and Billing Disputes**

2.7.1 In the event that Customer disputes any charges, Customer may notify the Company by telephone, in writing or in person. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within five (5) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Any unresolved dispute may be directed in writing to the Consumer Services Division at 1200 W. Washington Street, Phoenix, AZ 85007.

The Division may be reached between the hours of 8:00 a.m. and 5:00 p.m. as follows:

Within Metro Phoenix: 602-542-4251

Within Metro Tucson: 520-628-6550

Outside the Metro Phoenix or Tucson areas, but within Arizona, call toll free

1-800-222-7000 (Phoenix Office)

1-800-535-0148 (Tucson Office)

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.8 Interruptions in Service****2.8.1 General**

The Company shall make reasonable efforts to reestablish service within the shortest possible time when a service interruption occurs and shall make reasonable provisions to meet emergencies resulting from failure of service, and the Company shall issue instructions to its employees covering procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

In the event of a national emergency or local disaster resulting in disruption of normal service, the Company may, in the public interest, interrupt service to other customers to provide necessary service to civil defense or other emergency service agencies on a temporary basis until normal service to these agencies can be restored.

When the Company plans to interrupt service for more than four (4) hours to perform necessary repairs or maintenance, the Company shall attempt to inform affected customers at least 24 hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers of the Company.

The Company shall notify the Commission of major interruptions in service affecting the entire system or any major division.

**2.8.2 Credits for Interruptions in Services**

2.8.2.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.8 Interruptions in Service (Cont'd)**

**2.8.2 Credits for Interruptions in Services (Cont'd)**

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

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.9 Taxes and Fees**

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.10 Returned Check Charge**

The charge for a returned check is \$25.00.

**2.11 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service**

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

**2.12.1 Disconnection of Service Without Notice**

Bandwidth.com shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Bandwidth.com or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities.

Bandwidth.com will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Bandwidth.com is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Bandwidth.com may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

The Company shall maintain, for a minimum of one (1) year a record of all terminations of service without notice and the records shall be available for inspection by the Commission.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.12 Disconnection and Termination of Service (Cont'd)****2.12.2. Disconnection of Service Requiring Notice**

2.12.2.1 The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) days in which to remove the cause for disconnection. The Company shall maintain, for a minimum of one (1) year a record of all terminations of service with notice and the records shall be available for inspection by the Commission.

2.12.2.1.A Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.

2.12.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.D Failure to meet the Company's deposit and credit requirements.

2.12.2.1.E For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice at least five (5) days of its intent to deny service if settlement of his account is not made.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.12 Disconnection and Termination of Service (Cont'd)**

**2.12.2 Disconnection of Service Requiring Notice (Cont'd)**

**2.12.2.1 (Cont'd)**

- 2.12.2.1.F Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.12.2.1.G Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.12.2.1.H When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
- 2.12.2.1.I Unauthorized resale of equipment or service.

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**ORIGINAL****SECTION 2. RULES AND REGULATIONS (Cont'd)****2.13 Unlawful Use of Service**

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)****2.14 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**2.15 Telephone Solicitation by Use of Recorded Messages**

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.16 Incomplete Calls**

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.17 Overcharge**

2.17.1 When a customer has been overcharged by the Company, the amount shall be refunded or credited to the customer, with interest paid, within two years or as specified in the customer service agreement.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.18 Notices**

- 2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers on record or at such other address or phone numbers as shall be designated from time to time.

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**ORIGINAL****SECTION 2. RULES AND REGULATIONS (Cont'd)****2.19 Emergency Calling**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. 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.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated 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 the 911 service.

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**SECTION 3. DESCRIPTION OF SERVICES**

**3.1 Trial Services and Promotional Offerings**

3.1.1 The Company may offer new services, not otherwise generally tariffed, from time to time on a trial basis and may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service.

**3.2 Contract Rates/Customer-specific Pricing/Special Pricing Arrangements (CSP/SPA)**

3.2.1 CSP/SPAs are made in response to the specific, individual requirements for the customers and/or a competitive bidding process. A CSP/SPA differs from the Company's standard or general tariffed offerings in that it contains a customer service arrangement and/or term and/or volume commitment.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.3 Local Exchange Service**

3.3.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth.com offers Qwest Corporation's Local Exchange Services under resale, and hereby adopts the same local calling areas as listed in Section 5 of the Exchange and Network Services tariff.

3.3.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service is provided for social clubs (i.e. Elks, VFW, Eagles, etc.).
- When the directory listing is a business listing, except when a residence telephone number is listed as an alternate call number in connection with a subscription to business local exchange service.

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**SECTION 3. DESCRIPTION OF SERVICES (Cont'd)****3.4 Directory Assistance****3.4.1 General**

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's telephone account.

**3.4.2 Directory Assistance Call Allowance**

Customers are allowed one (1) directly dialed Directory Assistance calls per month at no charge for each business main telephone exchange or PBX trunk line.

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**SECTION 4. RATES AND CHARGES****4.1 Calculation of Rates**

- 4.1.1 The chargeable time for a local toll call as described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.
- 4.1.3 Rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not including	Days
Weekdays	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
	5:00 p.m.	11:00 p.m.	Sunday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays:  
New Year's Day, President's Day, Independence Day, Labor Day,  
Thanksgiving Day, and Christmas Day.

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Local Exchange Service****4.2.1 Business Service**

	Monthly Rate	Non-Recurring Charge
First Measured Business Line or Trunk	\$19.22	\$49.57 <sup>1</sup>
Additional Measured Business Line or Trunk	\$19.22	\$27.49 <sup>2</sup>
Changes, Service Restoration To change class, type or grade of service(per line or trunk)	\$49.57	
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)	\$49.57	

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<sup>1</sup> Service Order for First Measured Business Line<sup>2</sup> Additional Lines on the SAME service order

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.2 Local Exchange Service (Cont'd)****4.2.1 Business Service (Cont'd)****Local Usage Rates<sup>3</sup>**

	Day Rate	Evening Rate	Night & Weekend
First Minute	\$0.040	\$0.028	\$0.016
Additional	\$0.010	\$0.0700	\$0.004

<sup>3</sup> Local usage rates apply per definition of Local Exchange Service contained in §3.4.1.

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**SECTION 4. RATES AND CHARGES (Cont'd)**

**4.3 Directory Assistance Service**

Per Inquiry: \$1.50 per line

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**SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION****5.1 General**

IntraLATA/InterLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA and/or InterLATA Toll Provider ("ITP") to access IntraLATA and/or InterLATA toll calls in Arizona without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA/InterLATA toll provider.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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**SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION (Cont'd)****5.2 Presubscription Charge Application****5.2.1 Initial Free Presubscription Choice for Customers**

New end user customers (including an existing customer who orders an additional line) who subscribe to local service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA and/or an InterLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls. The free selection period available to new end users is the thirty day period following installation of service.

Initial free selections available to end users are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)****5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")****5.3.1 Verification of Orders for Telemarketing**

No ITP change order shall be generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.1.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.1.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.1.1.B The decision to change the PIC to the ITP; and

5.3.1.1.C The customer's understanding of the PIC change fee; or

5.3.1.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.1.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

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**SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)**

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure") (Cont'd)**

5.3.2 The Company will follow the Federal Communications Commission and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA and/or InterLATA toll provider changes in Arizona.

5.3.3 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. The Company will only accept a request to change an ITP from the customer.

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