

ORIGINAL

Preferred Long Distance, Inc. dba Telplex, and
dba Telplex Communications

Arizona C.C. Tariff No. 1

Original Title Page

Tariff Schedule Applicable To

LOCAL EXCHANGE AND INTEREXCHANGE TELECOMMUNICATION SERVICES

Within the State of

ARIZONA

**Preferred Long Distance, Inc.
dba Telplex and
dba Telplex Communications**

16830 Ventura Blvd., Suite 350
Encino, CA 91436

This Tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications Services provided by Preferred Long Distance, Inc. dba Telplex and dba Telplex Communications ("Company"), with principal offices at 16830 Ventura Blvd., Ste 350, Encino, CA 91436, for Services furnished within the State of Arizona. This Tariff is on file with the Arizona Corporation Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: July 18, 2012

Effective: August 19, 2013

Issued By:

Jerome Nussbaum, President
16830 Ventura Blvd., Suite 350
Encino, CA 91436

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CHECK PAGE

Pages of this Tariff are effective as of the date shown at the bottom of the respective Page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this Page. An asterisk (*) appearing next to the page version denotes changes from the original made with the current filing.

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify a changed regulation.
- (D) To signify a discontinued rate or regulation.
- (I) To signify an increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (T) To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

- A. This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Arizona, subject to availability.
- B. The Company's exchanges and local calling areas are the same as those shown in the tariffs of Qwest Corporation that serve the same exchanges as the Company. The Company shall provide service in the exchanges where facilities are available. The Company concurs with the maps filed by Qwest Corporation. See: http://tariffs.qwest.com:8000/idc/groups/public/documents/tariff/htmltoc_az_exch_maps.htm
- C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company.
- D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F. This Tariff is governed and interpreted according to the Laws of Arizona.
- G. This Tariff is on file with the Arizona Corporation Commission. In addition, this Tariff is available for review at the main office of Preferred Long Distance, Inc. at 16830 Ventura Boulevard, Suite 350, Encino, California 91436.

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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 Pages 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. Because of various suspension periods, deferrals, etc., the most current Page number on file with the Commission is not always the Tariff Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Pages** - When a Tariff filing is made with the Commission, an updated Check Page accompanies the Tariff filing. The Check Page lists the Pages contained in the Tariff, with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). 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 Page to find out if a particular Page is the most current on file with the Commission.

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SECTION 1 – DEFINITIONS

Access Line: An arrangement from a local Exchange Telephone Company or other Common Carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment: Part or all of a payment required before the start of Service.

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

Authorized User: A person, firm or corporation authorized by the Customer to be an end-User of the Service of the Customer.

Business Customer: A Customer that uses a Business Service Offering as set forth in this Tariff.

Central Office: A local exchange switching unit that is used to interconnect Exchange Access Lines within a specified area.

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

Commission: The Arizona Corporation Commission

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

Company: Preferred Long Distance, Inc. dba Telpex and dba Telpex Communications, the issuer of this Tariff.

Contract: An agreement between Customer and Company in which the two (2) parties agree upon specifications, terms, pricing, and other conditions of Service. The Contract may or may not accompany an associated Service Order.

Customer: The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided Service and that is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

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

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SECTION 1 – DEFINITIONS, Continued

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

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

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

Exchange Access Lines: Central Office equipment and related facilities, including the Network interface, which provide access to and from the telecommunications Network.

Exchange Area: A geographically defined area described through the use of maps or legal descriptions to specify areas where individual telephone exchange companies hold themselves out to provide local communications services.

Exchange Telephone Company or Telephone Company: Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an Exchange Area, and between Exchange Areas within the LATA.

FCC: Federal Communications Commission.

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SECTION 1 – DEFINITIONS, Continued

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

Interexchange Carrier (IXC): A long distance telecommunications services provider.

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

Local Exchange Carrier (“LEC”): A provider of local telephone service.

Local Calling Area: The area within which a Subscriber for local exchange Service may make telephone calls without incurring a long distance charge.

Local Access and Transport Area (LATA): A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

Monthly Recurring Charges (MRC): The monthly charges to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

Non-recurring Charge (NRC): The initial charge, usually assessed on a one-time basis, to initiate and establish Service. NRC includes, but is not limited to, charges for construction, installation, or special fees for which the Customer becomes liable at the time the Service Order is executed.

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

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SECTION 1 – DEFINITIONS, Continued

PBX: Private Branch Exchange.

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

Recurring Charges: Monthly charges to the Customer for Services, and equipment, which continues for the agreed upon duration of the Service.

Residential Customer: A Customer that uses a Residential Service Offering as set forth in this Tariff.

Service: Any means of Service offered herein or any combination thereof.

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

Service Order: The written request for Company Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

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

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

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

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SECTION 1 – DEFINITIONS, Continued

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

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

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

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

Trunk: A communications path, connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Two-Way: A Service attribute that includes dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Charges: Charges for minutes or messages traversing over local exchange facilities.

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

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SECTION 2 – REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. Scope

The Company undertakes to furnish communications Service pursuant to the terms of this Tariff in connection with two-way information transmission between points within the State of Arizona.

The Company is responsible under this Tariff only for the Services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2. Shortage of Equipment or Facilities

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

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.3. Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this Tariff, Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be disconnected upon written notice to the Customer pursuant to the provisions of R14-2-509(C).
- F. This Tariff shall be interpreted and governed by the laws of the State of Arizona regardless of its choice of laws provision.

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.3. Terms and Conditions, Continued

- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain Service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain Service directly from the Company.
- H. To the extent that either the Company or any other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other Telephone Company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, Interruptions, delays, or errors, or other defects, representations, or use of these Services or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for Interruptions in Service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, Interruption, failure to provide any Service or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

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

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

D. Continued

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

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

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

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

I. With respect to Emergency Number 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, Interruptions, delays, errors or other defects in the provision of Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.4. Limitations on Liability, Continued

I. With respect to Emergency Number 911 Service, Continued

3. When a Customer with a non-published telephone number, as defined herein, places a call to the emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 Service upon request of such governmental authority. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.

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

2.1.5. Notification of Service-Affecting Activities

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

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SECTION 2 – REGULATIONS, Continued

2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.6. Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.6. Provision of Equipment and Facilities, Continued

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7. Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In that case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

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2.1. UNDERTAKING OF THE COMPANY, Continued

2.1.8. Special Construction

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

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

2.1.9. Ownership of Facilities

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

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2.2. PROHIBITED USES

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

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SECTION 2 – REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER

2.3.1. General

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

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

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.1. General, Continued

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

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2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.2. Liability of the Customer

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

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2.4. CUSTOMER EQUIPMENT AND CHANNELS

2.4.1. General

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

2.4.2. Station Equipment

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

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2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

2.4.3. Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-provided Terminal Equipment in accordance with the provisions of this Tariff. All such Terminal Equipment shall be registered by the FCC pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Tariff only to the extent that the User is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

2.4.4 Inspections

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

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2.5. PAYMENT ARRANGEMENTS

2.5.1. Payment for Service

- A. The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.
- C. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.
- D. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Billing and Collection of Charges

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

A. Billing Format and Billing Terms

The Company will comply with the provisions of R14-2-508(B) and (C) with respect to billing format and billing terms.

B. Nonrecurring charges are due and payable within twenty-two (22) days after the invoice date, unless otherwise agreed to in advance.

C. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within twenty-two (22) days after the invoice date. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.

D. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

E. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day on which the Service or facility becomes available for use. The Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the Service, Circuit, arrangement or component is discontinued.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.2. Billing and Collection of Charges, Continued

- F. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty-two (22) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due multiplied by 1.5%.
- G. The Customer will be assessed a charge of twenty five dollars (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- I. If Service is disconnected by the Company in accordance with Section 2.5.8 following, then the Company may reconnect service upon the Customer's payment of the past due balance and all applicable installation charges.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.3. Disputed Bills

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

Preferred Long Distance, Inc. dba Telplex and dba Telplex Communications
16830 Ventura Blvd., Ste 350
Encino, CA 91436

Telephone: (888) 235-2026

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Phoenix Office: 602-452-4251 or (800)222-7000

Tucson Office: 520-628-6550 or (800)535-0148

Toll Free: 800.222.7000

Web Site: <http://www.azcc.gov/divisions/utilities/consumerservices.asp>

2.5.4. Advance Payments

Should the Company elect to collect Advance Payments, and meets Commission requirements for the collection of a bond, the Company may require the Customer to make an Advance Payment before Services and facilities are furnished to safeguard its interests. The amount of the Advance Payment will be determined on a case-by-case basis and will conform to the applicable Commission regulations.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.5. Deposits

- A. Should the Company elect to collect Deposits, and it meets Commission requirements for the collection of a bond, the following provisions will apply to Deposits as provided in R14-2-503(B).
- B. The Company will not require a Deposit from a new Applicant for residential Service if the Applicant is able to meet any of the following requirements:
 - 1. The Applicant has had continuous telephone Service of a comparable nature with the Company at another service location within the past two years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment.
 - 2. The Applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
 - (a) Applicant had a timely payment history at time of service discontinuation.
 - (b) Applicant has no outstanding liability from prior service.
- C. In lieu of a Deposit, a new Applicant may provide a Letter of Guarantee from an existing Customer with Service who is acceptable to the Company or a surety bond as security for the Company. The Company will review and release an existing Customer as a guarantor for the new Applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.
- D. The Company will issue a nonnegotiable receipt to the Applicant for the Deposit. The inability of the Customer to produce such a receipt will in no way impair his right to receive a refund of the Deposit which is reflected in the Company's records.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.5. Deposits, Continued

- E. Residential Deposits and accrued interest are to be refunded after 12 months of Service if the Customer has not been delinquent in the payment of utility bills or to be applied to the closing bill upon discontinuance of Service.
- F. The Company may require a Residential Customer to establish a Deposit if the customer becomes delinquent in the payment of two or more bills within a 12-consecutive-month period or has been disconnected for Service during the last twelve (12) months.
- G. The amount of a Deposit required by the Company will be determined according to the following terms:
 - 1. Residential Customer Deposits will not exceed 2 times that Customer's estimated average monthly bill or the average monthly bill for the Customer class for that Customer whichever is greater.
 - 2. Business Customer Deposits will not exceed 2 1/2 times that Customer's estimated maximum monthly bill.
- H. The Company may review the Customer's usage after Service has been connected and adjust the Deposit amount based upon the Customer's actual usage.
- I. Interest rates applied to Customer Deposits held by Company are prescribed by the Commission.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Establishment of Credit

- A. In order to assure the proper payment of all Customer-incurred charges for service, the Company will require applicants for service and Customers to establish and maintain acceptable credit.
- B. The establishment or re-establishment of credit by an applicant or Customer will not relieve the applicant or Customer from compliance with other responsibilities, including the payment advance payments or bills, and in no way modify the provisions concerning disconnection and termination of service for failure to pay Customer-incurred charges for service rendered by the Company.
- C. The Company may refuse to furnish service to an applicant that has not paid charges for service of the same classification (residential or business) previously furnished by any telephone company until, at the option of the Company, the applicant pays any past due bill and/or makes deposit arrangements suitable to the Company.
- D. Applicants for residential service may establish credit by one of the following methods:
 - 1. If the applicant has verifiable previous service with any telephone company for at least twelve (12) months and the payment record on the account was satisfactory, the applicant may obtain service without a deposit; or
 - 2. If the applicant had not paid for prior service, or the prior service had been disconnected for nonpayment within the past twelve (12) months, the Company may require a deposit prior to the connection of telephone service; or
 - 3. If the applicant does not have verifiable service, or if the applicant had previous service for less than twelve (12) months, the applicant will be asked to provide further credit information. The applicant will be requested to provide proof of:
 - (a) home ownership;
 - (b) employment of two (2) years or more with the current employer;
 - (c) major oil company credit card;
 - (d) major credit company;
 - (e) checking account;
 - (f) savings account;
 - (g) age of 18 years or more.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Establishment of Credit, Continued

- E. If the applicant is unable to provide affirmative responses to two of these credit criteria in section 2.5.6.D., the Company may request the applicant to furnish a deposit prior to connection of telephone service.
- F. Applicants for business service may establish credit by submitting a business credit evaluation plan.
- G. If verification of an applicant's credit is required, the Company will provide service if the applicant furnishes advance payment of both the applicable charges for connection of service and the estimated charges for the first thirty (30) days of service.
- H. If the verification of credit results in unsatisfactory credit information, the applicant will be informed of the reason or reasons for denial of credit, after which the Company may refuse to provide or continue service until the Customer provides a deposit, pursuant to section 2.5.5.
- I. An existing Customer may be required to reestablish credit by the payment or increase of a cash deposit, pursuant to section 2.5.5, when any of the following conditions occur:
 - 1. During the first twelve (12) months that a customer receives service, the Customer pays late three (3) times or has service disconnected by the Company for nonpayment two (2) times; or
 - 2. After the first twelve (12) months that the Customer has received service, the Customer has had service disconnected two (2) times by the Company or the Company provides evidence that the Customer used a device or scheme to obtain service without payment; or
 - 3. After the first twelve (12) months that a business Customer has received service, the business Customer pays late at least three (3) times during any twelve (12) month period.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Establishment of Credit, Continued

- J. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
- K. A Customer may be required to reestablish credit when the nature of service furnished or the basis on which credit was established has significantly changed.
- L. If a Customer fails to reestablish credit as required by the Company, service may be disconnected no sooner than five (5) days after delivery, or eight (8) days after mailing, of written notice of intention to disconnect.

2.5.7. Refusal to Provide Service

Pursuant to R14-2-503(C), the Company may refuse to provide Service at one or more of the same Customers' Premises for the following reasons:

- A. The Applicant has an outstanding amount due for similar Services and the Applicant is unwilling to make acceptable arrangements with the Company for payment.
- B. 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.
- C. Refusal by the Applicant to provide the Company with a Deposit when the Customer has failed to meet the credit criteria for waiver of Deposit requirements.
- D. Customer is known to be in violation of the Company's tariffs filed with the Commission.
- E. 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.
- F. Applicant falsifies his or her identity for the purpose of obtaining Service.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.8. Cancellation of Application for Service

- A. Applications for Service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7 A through 2.5.7 C will be calculated and applied on a case-by-case basis.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.9. Cancellation of Service by Company

A Nonpermissible Reasons to Disconnect Service

Pursuant to R14-2-509(A), the Company may not disconnect Service for any of the reasons stated below:

1. Delinquency in payment for Services rendered to a prior Customer at the Premises where Service is being provided, except in the instance where the prior Customer continues to reside on the Premises.
2. Failure of the Customer to pay for Services or equipment which are not regulated by the Commission.
3. Residential Service may not be disconnected due to nonpayment of a bill related to another class of Service.
4. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.
5. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.
6. Disputed bills where the Customer has complied with the Commission's rules on complaints.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.9. Cancellation of Service by Company, Continued

B. Disconnection of Service Without Notice

Pursuant to the provisions of R14-2-509(B), the Company may terminate the Service of Customers without notice under the following circumstances:

1. 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; or
2. The Company has evidence of tampering or evidence of fraud.

The Company will not be required to restore Service until the conditions that resulted in the termination have been corrected to the Company's satisfaction.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.9. Cancellation of Service by Company, Continued

C. Disconnection of Service With Notice

The Company may disconnect a Customer's Service upon five (5) days written notice according to the provisions of R14-2-509(C), below:

1. The Company may disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:
 - (a) Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
 - (b) Failure of the Customer to pay a bill for Service.
 - (c) Failure to meet or maintain the Company's credit and Deposit requirements.
 - (d) Failure of the Customer to provide the Company reasonable access to its equipment and property.
 - (e) Customer breach of Contract for Service between the Company and Customer.
 - (f) When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
 - (g) Unauthorized resale of equipment or Service.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.9. Cancellation of Service by Company, Continued

D. Termination Notice Requirements

1. The Company will not terminate Service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect Service, except under those conditions specified where advance written notice is not required.
2. Pursuant to the provisions of R14-2-509(D), such advance written notice will contain, at a minimum, the following information:
 - (a) The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.
 - (b) The Company rule or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
 - (c) The date on or after which Service may be terminated.
 - (d) A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.

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2.5. PAYMENT ARRANGEMENTS, Continued

2.5.9. Cancellation of Service by Company, Continued

E. Timing of Terminations with Notice

1. Termination notice shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.
2. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof, or in the case of a violation of the Company's rules, the Customer has not satisfied the Company that such violation has ceased, the Company may then terminate Service on or after the day specified in the notice without giving further notice.
3. The Company may terminate Service on a temporary basis by discontinuing the Customer's line access at the Central Office.

The Company has the right (but not the obligation) to remove any or all of its property installed on the Customer's Premises upon the Termination Of Service.

2.5.10. Changes in Service Requested

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

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2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

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

2.6.1. General

- A. A credit allowance will be given when Service is interrupted, except as specified below. A Service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this Tariff.
- B. An Interruption period begins when the Customer reports a Service, facility or Circuit to be inoperative and, if necessary, releases it for testing and repair. An Interruption period ends when the Service, facility or Circuit is operative.
- C. If the Customer reports a Service, facility or Circuit to be interrupted but declines to release it for testing and repair, or refuses access to its Premises for test and repair by the Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowances will be made for a Service, facility or Circuit considered by the Company to be impaired.
- D. A Service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such Service. If the Service is interrupted, the Customer can get a Service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.6.2. Limitations of Allowances

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

- A. Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting Interruptions;
- E. During any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- F. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. That was not reported to the Company within thirty (30) days of the date that Service was affected.

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2.6. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

2.6.3. Use of Another Means of Communications

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

2.6.4. Application of Credits for Interruptions in Service

- A. Credits for Interruptions in Service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the Interruption. Only those facilities on the interrupted portion of the Circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. No credit allowance will be given for Interruptions of less than 24 hours. A one (1) day credit allowance will be provided for each 24-hour period of Interruption.

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2.7. USE OF CUSTOMER'S SERVICE BY OTHERS

2.7.1. Joint Use Arrangements

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

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2.8. CANCELLATION OF SERVICE/TERMINATION LIABILITY

2.8.1. General

If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever other than a Service Interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.5.2.

2.8.2. Termination Liability

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

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

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2.9. TRANSFERS AND ASSIGNMENTS

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

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

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2.10 CUSTOMER LIABILITY FOR UNAUTHORIZED USE OF THE NETWORK

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

2.10.1. Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

B. A company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or User(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

D. The Customer is responsible for payment of all charges for calling card Services furnished to the Customer or to Users authorized by the Customer to use Service provided under this Tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer-provided equipment by third parties, the Customer's employees, or the public.

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

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2.11. NOTICES AND COMMUNICATIONS

- 2.11.1.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 2.11.2.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 2.11.3.** Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.11.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911, telecommunications relay and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

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2.13. MISCELLANEOUS PROVISIONS

2.13.1. Telephone Number Changes

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

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

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. Types of Charges

A. One Time Fees

1. Installation, Service Changes, Maintenance and Other Charges

(a) Line Installation Fee

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

(b) Feature Installation Fee

The addition of a vertical Service to existing equipment and/or Service at one location. Charge is per each new feature.

(c) Temporary Disconnections & Reactivation Charge

This charge applies to the restoration of service and facilities that have been suspended because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after permanent discontinuance of service, service is later reconnected. In the event of permanent discontinuance of service, other charges apply as set forth elsewhere in this Tariff. (See Section 2.5.2.1.)

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.1. Types of Charges, Continued

B. Payment (Accounting) Fees

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

C. Taxes and Surcharges

1. Customer Liability for Taxes and Fees

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

2. Local Service Surcharges

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

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

3. Long Distance Service Surcharges

The following taxes are only charged if the Customer subscribes to long distance Service.

- (a) Federal Access Fee (PICC)

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.1. APPLICATION OF RATES, Continued

3.1.2. Call Timing for Usage Sensitive Services

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

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

3.1.3. Promotions

The Company may, from time to time, offer Services in this Tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

3.1.4. Individual Case Basis Arrangements

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

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. BASIC LOCAL SERVICE

3.2.1. Generally

The Company provides Service within the service territory of Qwest Corporation. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the Commission by Qwest Corporation.

3.2.2. Local Exchange Access Lines and Trunks

A. General

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

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

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.2. BASIC LOCAL SERVICE, Continued

3.2.2. Local Exchange Access Lines and Trunks, Continued

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

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES

3.3.1. General

All of the Service features below are available to Customers either on a subscription or per use basis. All features are provided subject to availability. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

3.3.2. Features

A. Features Descriptions

1. *Additional Message Capacity-50/100 Residence and Business* – Optional mailbox feature that increases the number of messages a mailbox will hold by 50 or 100.
2. *Anonymous Call Rejection* – Allows Customer to reject incoming calls marked private or anonymous. Must be used in conjunction with Caller ID. If Customer wants to deactivate, can do so by their phone (dialing *87 from each phone to deactivate & *77 to activate if have touchtone phones; if no touchtone phones, 1188 to deactivate & 1177 to activate.)
3. *Billed Number Screening/Toll Restriction* – Allows Customer the capability of restricting collect and/or Third Number Billing to their telephone number.
4. *Business Complete-A-Call* – Connects a caller to the Intra Local Access and Transport Area (IntraLATA) telephone number that they requested from Directory Assistance (DA).
5. *Business Voice Messaging Service Choice* – Voice Mail Mailbox for Business only. Includes choice of Call Forwarding Busy Line/Don't Answer OR Call Forwarding Don't Answer. Includes choice of Message Waiting Indication-Audible OR Message Waiting Indication OR Audible /Visual.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

6. *Call Curfew* – Through the use of a six-digit administrative security code, the Customer can establish screening schedules that will be used to block incoming and outgoing calls for specific time periods.
7. *Call Forwarding Busy Line/Alternate Answer* – Automatically forwards incoming calls encountering a busy condition to a predetermined, programmed telephone number inside or outside the system.
8. *Call Forwarding Busy Line/Don't Answer Expanded* – Allows the Customer to forward calls outside the Customer's switch type.
9. *Call Forwarding Busy Line/Don't Answer IntraOffice* – Allows the Customer to forward calls within the same switch type. Calls can only forward to a single Call Forwarding number in either a busy line or don't answer condition.
10. *Call Forwarding Customer Programmable* – Allows the Customer to program the Call Forward Number at any time by dialing an access code.
11. *Call Forwarding Don't Answer/Alternate Answer* – Automatically forwards incoming calls encountering a don't answer condition to a predetermined, programmed telephone number inside or outside the system.
12. *Call Forwarding Variable* – Permits the Customer to program a number to send all incoming calls to "forward" to. May be activated by dialing *72 or #72 from a touchtone telephone (72 from a rotary telephone). Customer listens for a second dial tone and dials the call forwarding number.
13. *Call Hold* – Allows an Customer to "hold" any call in progress by pressing the switchhook and dialing a Call Hold access code.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

14. *Call Park* – Allows you to hold or “park” a call by dialing an access code.
15. *Call Pickup* – Allows an Customer to answer calls incoming to another station within a predetermined call pickup group by dialing a Call Pickup access code.
16. *Call Queueing* – Ability to offer caller, who would normally reach a busy signal or voice mail, the opportunity to stay on the line (the queue) and have their call answered in person. Each Call Queueing unit is provisioned with two queue slots. This allows two incoming calls to be held in queue.
17. *Call Rejection* – Allows you to establish an “unwanted callers” list of up to 15 telephone numbers for calls you do not want to receive.
18. *Call Routing- Business only* – Allows Customers to automatically direct their incoming calls into a minimum of two or a maximum of nine mailboxes or routers using a touchtone telephone. Callers will only be routed to mailboxes or routers and not to telephone numbers.
19. *Call Routing To Number- Business only* – Allows Customers to automatically direct their incoming calls to predetermined destinations using a touchtone telephone.
20. *Call Trace* – Enables an Customer to trace their last incoming call whether it was answered or not using an automated trace system rather than a manual trace. Press *57.
21. *Call Trace Blocking* – Blocks the ability to trace calls.
22. *Call Transfer* – Permits the Customer to transfer an incoming call to any telephone number that can be directly dialed, including long distance, and hang up without disconnecting the call.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

23. *Call Waiting* - A brief tone alerts the Customer that another call is waiting to be answered.
24. *Call Waiting ID* - Provides information of an incoming Call Waiting using a Caller ID Display.
25. *Caller ID* - Caller ID displays the name or number of the calling party on a Caller ID Display.
26. *Caller ID Blocking* - Prevents the telephone number from being delivered to the Caller ID subscriber.
27. *Caller ID with Privacy+SM* - Screens incoming Caller ID calls that are marked "Private" or "Unavailable."
28. *Carrier Access Code Blocking* - Restricts attempts to place 1+ calls over another LD Provider.
29. *Complete-A-Call* - DA operator or the DA audio response system offers Customers local and local long distance call completion to requested numbers.
30. *Continuous Redial* - Continuously redials a busy number until it is free. Once call gets through, special ring will announce.
31. *Continuous Redial Blocking* - Blocks the ability to have continuous redial.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

- 32. *Custom Number Services* – Customer requests a specific telephone number other than those offered.
- 33. *CustomNet®* – Provides screening options that restrict certain types of outgoing operator assisted toll calls.
- 34. *Custom Ringing Service* - Provides the Customer with up to three additional telephone numbers on one line, in one location, without installing any additional lines. Each number has a unique ringing pattern, allowing Customers to determine in advance of answering a call which telephone number was dialed.⁷
- 35. *Dial Call Waiting/Distinctive Alert* – When a line equipped with Dial Call Waiting calls a line equipped with Distinctive Alert, the Customer on the line with Distinctive Alert will hear one of the following: a distinctive ring signal on the called line when it is not in use or a distinctive call waiting signal on the called line when it is in use.
- 36. *Dial Lock®* – Through the use of an administrative password, an end-User can determine what type of outgoing calls will be permitted from the line(s) Dial Lock is provisioned. The blocking can include local and long distance outgoing calls. Different blocking parameters can be established on a per line basis.
- 37. *Directed Call Pickup* – Allows a line to pick up an incoming call which is ringing or has already been answered on another line.
- 38. *Do Not Disturb* – Blocks incoming calls during designated times.
- 39. *Easy Access* – Designed to dial the retrieval number of the Customer's Voice Mail Response Unit.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

40. *Extension Mailbox- Residence & Business* – Allows one mailbox to be divided into a maximum of four compartments- three extensions and one main mailbox.
41. *I-CalledSM Pay Per Use* – Allows callers, who encounter a ring no answer condition, to record their name and telephone number for future delivery to the called party.
42. *I-CalledSM Originating Blocking* – Prevents I-Called from being offered as an option from the called from number.
43. *I-CalledSM Terminating Blocking* – Terminating Blocking prevents I- Called messages from being delivered to the called to number.
44. *International Blocking* – International Blocking prevents completion of outgoing 011+ and 101xxxx011+ International Direct-Dialed calls.
45. *Intracall®/Home Intercom* – System on a single line that has multiple telephone sets.
46. *Last Call Return* – Provides the telephone number of the last incoming call before the prompt to return the call.
47. *Last Call Return Blocking* - Blocks the ability to use last call return.
48. *Listen Only Mailbox- Business only* – Ability to prerecord announcements and/or informational messages that may be heard by incoming callers. Listen Only Mailbox does not allow callers to leave messages.
49. *Long Distance Alert* - Provides a distinctive ring and a distinctive call waiting tone for long distance calls.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

- 50. *Long Distance Restriction* – Restricts Customers from placing most 1+ calls and all 0+ outgoing calls (including access to 900/976 pay-per-call services).
- 51. *Mailbox Only- Residence only* – Allows the Customer to customize their mailbox arrangement.
- 52. *Message Notification- Residence and Business* – Notifies a Customer of new messages in their mailbox by calling another number.
- 53. *Message Waiting Indication-Business* – Provides an audible or visual or audible/visual indication of messages waiting.
- 54. *Message Waiting Indication-Residence* – Provides an audible or visual or audible/visual indication of messages waiting.
- 55. *Multi-Line Hunting* – Allows inbound calls to “hunt” multiple lines in sequence to find an idle line avoiding busy lines.
- 56. *No Solicitation®* – Screens all incoming calls to the Customer’s telephone number with a greeting from 8:00 AM until 9:00 PM, seven days a week.
- 57. *One Number Service* – Allows Customers to integrate one wireline telephone number with one wireless telephone number.
- 58. *Pay Per Call Restriction* – If Customers dial a 976 or 900 number they will get a recording announcing the call cannot be completed.
- 59. *Remote Access Forwarding (Call Following)* – Allows Customer to route all incoming calls to another destination and may be activated, deactivated, or changed from the Customer’s Premises or from any remote location.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

60. *Route to Other Number – Business only* – Allows Customers to automatically direct their incoming calls into a minimum of two or a maximum of nine mailboxes or routers using a touchtone telephone. Callers will only be routed to mailboxes or routers and not telephone numbers.
61. *Remote Call Forward (Market Expansion Line®)* – Provides the Customer a local telephone number without having a physical location.
62. *Scheduled Forwarding* – Allows an Customer to route all incoming calls to another destination and may be activated, deactivated, or changed from the Customer's Premises or from any remote location.
63. *Scheduled Greetings- Business only* – Allows an Customer to record two different greetings; one during open hours and one during closed hours.
64. *Security ScreenSM* – Allows Customers to have Private/Anonymous and Out of Area/Unknown callers identify themselves before the call is delivered, using a Caller ID display unit.
65. *Selective Call Forwarding* – Allows Customers to forward only those calls from telephone numbers on their Selective Call Forwarding list.
66. *Selective Call Waiting* – Allows you to establish and modify a privileged caller list of up to 25 telephone numbers that will trigger the call waiting tone when the line is in use. Selective Call Waiting limits the calls that can interrupt a call in progress. Calls from telephone numbers not on the list or from unidentified callers will either hear a busy tone or be routed to voicemail.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.3. SERVICE FEATURES, Continued

3.3.2. Features, Continued

A. Features Descriptions, Continued

- 67. *Series Hunting* – Starts with the dialed telephone number and tests for busy on each line in a prearranged order until either an idle line is found or the end of the list is reached.
- 68. *Speed Calling* – Allows a Customer to dial frequently called telephone numbers by dialing a 1 or 2-digit code in place of the entire telephone number.
- 69. *Talking Call Waiting* – Provides an audible announcement of the incoming caller's name.
- 70. *Three Way Calling* – Allows a Customer to add a third party to an existing call
- 71. *Three Way Calling Blocking* – Blocks the ability to make 3 way calls.
- 72. *Transfer Mailbox- Residence and Business* – Transfers calls from a line that does not have Voice Messaging Service to a mailbox associated with another line.
- 73. *Voice Mail Mailbox- Business only* – Answers incoming calls when the line is busy or unanswered.
- 74. *Voice Messaging Service Residence only* – Answers incoming calls when the line is busy or unanswered.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.4. OTHER SERVICES

3.4.1. Calling Cards

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

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES

3.5.1. Listing Services

A. Description

The alphabetical directory is a list of names of Customers, joint Users, and others for whom directory listings are provided. Alphabetical listings include information which is essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

B. Terms and Conditions

1. Dual name listings may be provided for two Customers subscribing to residence service who may or may not share the same surname but who share the same service and reside at the same address, or for women whose husbands are deceased, and persons known by more than one name. Dual name listings are defined as listings, which contain the names or initials of two persons or listings, which identify one person who may be known or referred to by two names. Appropriate rates and charges are applicable to changes associated with dual name listings.
2. The Company, in accepting listings as prescribed by applicants or Customers, will not assume responsibility for the result of the publication of such listing in its directory, nor will the Company be a party to controversies arising between Customers or others as a result of such publication.
3. The Company has the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clarity of the listing or the identification of the Customer is not impaired thereby.
4. Listings are regularly provided in connection with most classes of exchange service.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.1. Listing Services, Continued

C. Primary Listings

One listing, the Primary Listing, is provided without charge for:

1. Each exchange access line. Where two or more exchange access lines are served on a hunting service basis, only one Primary Listing for the group will be provided.
2. Each Joint User Service

Joint user's primary listed number may be that of the primary Customer facility or a *DID* number to which the primary Customer has subscribed. Each PBX, *CENTRON* - 300 or *CENTRON* - Custom System, with the following exceptions:

- Where a Customer has PBX Service served by trunks from different exchanges, a Primary Listing may be provided in the directory of each of the exchanges to which the trunks are connected.
 - In connection with residence PBX Service, where the Customer has 2 nonconsecutive trunks or trunk groups, 1 of which is for family use and the other for business use, 2 Primary Listings may be provided without charge.
3. In those cases in which the business of the Customer is so conducted, the Primary Listing may be the trade name of an article or service, provided the Customer is the authorized agent or representative for the particular article or service.
 4. At the request of the Customer, the Primary Listing may be omitted from the directory (nonlisted service) or from both the directory and the information records (nonpublished service). Nonlisted and nonpublished services are furnished subject to the terms and conditions, charges and rates specified herein.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.1. Listing Services, Continued

C. Primary Listings, Continued

5. When an alphabetical directory of Customer listings is published in two sections, one section containing a list of individual names and the other section consisting of a list of business names, primary and regular additional listings of business service Customers consisting of the names of individuals will be published in both alphabetical sections without additional charge. Primary and regular additional listings of residential service Customers will be published in both alphabetical sections without additional charge if the listings are indented under business listings consisting of names of individuals.
6. When the Company publishes a separate section in its directories of telephone numbers for government offices, the primary or additional listing of the government office may be placed in this section. Regular additional listings may be purchased by the government office in the alphabetical section in which business listings regularly appear.
7. The Company will not be liable for damage arising out of errors or omissions in the makeup or printing of listings of government offices where the listing is without charge and included for the purpose of assisting calling parties to place telephone calls.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.1. Listing Services, Continued

D. Premium Listings

1. Additional Listings

- (a) Residential and Business Additional Listings consists of: The name, a designation or title, if appropriate, address (unless omitted) and telephone number.
- (b) Residential Additional Listings may be the listings of Individual names of those entitled to the use of the Customer's service under the provisions of Qwest's New Mexico tariff, Section 2.2.1.C. A dual name listing (as specified in Subsection B.1. above) may be provided wherein the second name in the Primary Listing will appear first in the Additional Listing with the Additional Listing alphabetized accordingly in the directory.
- (c) Additional Listings and Joint User Services

Where the listing appears in the current directory, charges to the end of the directory period will apply except that the charges will cease at the time:

- The contract for the main service is terminated.
- The listed party or joint user becomes a Customer to a class of exchange service.
- The listed party or joint user dies or moves to a new location at which the Customer's service with which he is listed is not available.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.1. Listing Services, Continued

E. Nonpublished Service

1. Description

- (a) The telephone numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
- (b) Nonpublished information may be released to emergency service providers, to Customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or, to telephone Customers who are billed for calls placed to or from nonpublished numbers and to entities which collect for the billed services. Nonpublished names and/or telephone numbers may also be delivered to Customers on a call-by-call basis.

2. Terms And Conditions

- (a) Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this regulation notwithstanding any claim made by the calling party.
- (b) No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.1. Listing Services, Continued

E. Nonpublished Service, Continued

2. Terms And Conditions, Continued

- (c) The Customer indemnifies and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of Nonpublished Service in the telephone directory or disclosing such number to any person.
- (d) The monthly rate and nonrecurring charge for Nonpublished Service do not apply to:
 - PAL Service.
 - FX service where the Customer also is furnished regularly listed exchange service from the normal exchange.
 - Additional service furnished to the same Customer at the same address when the primary listing is published.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.1. Listing Services, Continued

F. Nonlisted Service

1. Description

At the request of the Customer, any one or all of the Customer's listings associated with the same or different CO line or trunk normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

2. Terms and Conditions

The Customer indemnifies and holds the Company harmless against any and all claims for damages caused, or claimed to have been caused directly or indirectly by the publication of a listing, which the Customer has requested to be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.2. Directory Assistance Service

A. Description

The Company furnishes Directory Assistance Service whereby Customers may request assistance in determining telephone numbers within or outside this state.

B. Terms and Conditions

1. If a Customer abuses or fraudulently uses Directory Assistance Service, the appropriate directory assistance charges may be assessed on that Customer's telephone account.
2. A caller may request a maximum of two telephone numbers for each call to Directory Assistance.
3. There are no call allowances for Directory Assistance Service.
4. Customers whose physical or visual handicaps prevent them from using the telephone directory are excluded from charges upon presentation of a certificate signed by any physician or issued by any agency recognized by the state as having the authority to certify such handicaps.
5. A nonrecurring charge does not apply to establish or remove Directory Assistance Service exemption.
6. Call completion may be provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable. Call completion is provided on Public Access Lines where facilities permit.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued

3.5. DIRECTORY SERVICES, Continued

3.5.2. Directory Assistance Service, Continued

C. Charges

In locations, including Public Access Lines, where the Customer has the capability to direct-dial Directory Assistance but chooses to place the call as a mechanized calling card or operator-assisted station-to-station call, the appropriate charge applies, as may be specified elsewhere in this Tariff, in addition to the Directory Assistance charge.

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SECTION 4 – MINIMUM AND MAXIMUM RATES AND CHARGES

4.1. LOCAL EXCHANGE SERVICE

		Non-recurring		Monthly	
		Min.	Max.	Min.	Max.
4.1.1. One Time Fees					
	Installation Fee for first new line	\$25.00	\$100.00		
	Installation Fee per each new feature	\$2.50	\$15.00		
4.1.2. Local Line					
	Monthly Recurring Fee,			\$10.00	\$50.00
4.1.3. Payment (Accounting Fees)					
	Check by Phone	\$0.50	\$5.00		
	Return Check Fee	\$7.50	\$35.00		
	Temporary Disconnections & Reactivations (per line for local Customers only)	\$20.00	\$80.00		
4.1.4. Primary Interexchange Carrier Change Charge					
	Per Instance	\$4.00	\$20.00		

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SECTION 4 – MINIMUM AND MAXIMUM RATES AND CHARGES, Continued

4.2. SERVICE FEATURES

	Per Use		Monthly	
	Min.	Max.	Min.	Max.
Additional Message Capacity,				
Residence and Business:				
50 Additional Message Capacity			\$3.00	\$12.00
100 Additional Message Capacity			\$5.00	\$25.00
Anonymous Call Rejection			\$0.00	\$25.00
Billed Number Screening/Toll Restriction			\$0.00	\$25.00
Business Complete-A-Call			\$0.00	\$25.00
Business Voice Messaging Service Choice			\$8.00	\$40.00
Call Curfew			\$3.00	\$12.00
Call Forwarding Busy Line/				
Alternate Answer			\$1.75	\$7.00
Call Forwarding Busy Line/				
Don't Answer Expanded			\$1.75	\$7.00
Call Forwarding Busy Line/				
Don't Answer IntraOffice			\$1.75	\$7.00
Call Forwarding Customer Programmable			\$1.75	\$7.00
Call Forwarding Don't Answer/				
Alternate Answer			\$1.75	\$7.00
Call Forwarding Variable			\$1.75	\$7.00
Call Hold			\$1.00	\$7.00
Call Park			\$1.00	\$7.00
Call Pickup			\$1.00	\$7.00
Call Queueing			\$10.00	\$40.00
Call Rejection			\$1.75	\$7.00
Call Routing- Business only			\$4.00	\$20.00
Call Routing To Number- Business only			\$6.00	\$25.00
Call Trace			\$1.75	\$7.00
Call Trace Blocking			\$0.00	\$25.00
Call Transfer			\$1.75	\$7.00
Call Waiting			\$1.75	\$7.00
Call Waiting ID			\$1.75	\$7.00
Caller ID			\$1.75	\$7.00
Caller ID Blocking			\$1.75	\$7.00
Caller ID with Privacy+ SM			\$5.00	\$25.00

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SECTION 4 – MINIMUM AND MAXIMUM RATES AND CHARGES, Continued

4.2. SERVICE FEATURES, Continued

	Per Use		Monthly	
	Min.	Max.	Min.	Max.
Carrier Access Code Blocking			\$0.00	\$25.00
Complete-A-Call, per use	\$0.75	\$3.00		
Continuous Redial, per use	\$0.25	\$1.00		
Continuous Redial Blocking			\$0.00	\$25.00
Custom Number Services			\$150.00	\$600.00
CustomNet®			\$0.00	\$25.00
Custom Ringing Service			\$1.75	\$7.00
Dial Call Waiting/Distinctive Alert			\$1.75	\$7.00
Dial Lock®			\$2.00	\$10.00
Directed Call Pickup			\$1.00	\$5.00
Do Not Disturb			\$3.00	\$10.00
Easy Access			\$1.00	\$5.00
Extension Mailbox- Residence & Business			\$3.00	\$15.00
I-Called SM Pay Per Use	\$1.00	\$5.00		
I-Called SM Originating Blocking			\$0.00	\$25.00
I-Called SM Terminating Blocking			\$0.00	\$25.00
International Blocking			\$0.00	\$25.00
Intracall®/Home Intercom			\$1.75	\$7.00
Last Call Return, per use	\$0.30	\$1.50	\$0.00	\$0.00
Last Call Return Blocking			\$0.00	\$25.00
Listen Only Mailbox- Business only			\$10.00	\$50.00
Long Distance Alert			\$1.75	\$7.00
Long Distance Restriction			\$0.00	\$25.00
Mailbox Only- Residence only			\$3.00	\$20.00
Message Notification- Residence and Business			\$3.00	\$15.00
Message Waiting Indication-Business			\$0.00	\$25.00
Message Waiting Indication-Residence			\$0.00	\$25.00
Multi-Line Hunting			\$1.75	\$7.00
No Solicitation®			\$3.00	\$20.00
One Number Service			\$2.00	\$10.00
Pay Per Call Restriction			\$0.00	\$25.00
Remote Access Forwarding (Call Following)			\$2.00	\$15.00
Route to Other Number- Business only			\$6.00	\$24.00
Remote Call Forward (Market Expansion Line)			\$8.00	\$32.00

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SECTION 4 – MINIMUM AND MAXIMUM RATES AND CHARGES, Continued

4.2. SERVICE FEATURES, Continued

	Per Use		Monthly	
	Min.	Max.	Min.	Max.
Scheduled Forwarding			\$3.00	\$15.00
Scheduled Greetings- Business only			\$3.00	\$15.00
Security Screen SM			\$1.00	\$10.00
Selective Call Forwarding			\$1.75	\$7.00
Selective Call Waiting			\$3.00	\$13.00
Series Hunting			\$1.75	\$7.00
Speed Calling			\$1.75	\$7.00
Talking Call Waiting			\$1.75	\$7.00
Three Way Calling			\$1.75	\$7.00
Three Way Calling Blocking			\$0.00	\$25.00
Transfer Mailbox- Residence and Business			\$0.00	\$25.00
Voice Mail Mailbox- Business only			\$9.00	\$40.00
Voice Messaging Service Residence only			\$3.00	\$15.00

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SECTION 4 – MINIMUM AND MAXIMUM RATES AND CHARGES, Continued

4.3. OTHER SERVICES

	Charge		Monthly	
	Min.	Max.	Min.	Max.
4.3.1. Calling Cards				
Per minute of use	\$0.10	\$0.75		
Per call connection	\$0.25	\$1.50		

4.4. DIRECTORY SERVICES AND LISTINGS

Directory Assistance, per call	\$0.50	\$3.00		
Directory Listing			\$0.50	\$2.00
Non-listed Number			\$0.50	\$2.00
Additional Directory Listing			\$1.50	\$8.00

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SECTION 5 – SERVICE PACKAGES

5.1. LOCAL SERVICE PACKAGE

Local Service Package including 3 features excluding Voice Mail or Just Voicemail but excludes Directory Listing and Wire Maintenance plus federal, state, and local taxes, Universal Service Fund, USF Carrier Cost Recovery fees, and mandated regulatory fees and surcharges.

	Min.	Max.
Monthly rate	\$10.00	\$60.00

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SECTION 6 – LONG DISTANCE SERVICES

6.1. LONG DISTANCE SERVICE

Per Minute		Monthly	
Min.	Max.	Min.	Max.

A. Stand Alone Long Distance Service, Only

The Company's stand-alone intrastate long distance service is provided to subscribers at a monthly rate plus the per minute rate for intrastate long distance calls set forth below.

Per Account, Monthly		\$0.00	\$20.00
1 Plus Intrastate Long Distance			
Instate IntraLATA & InterLATA ¹	\$0.020	\$0.25	

B. Inbound 800 Intrastate Long Distance Service

Per Toll Free Number, Monthly		\$1.00	\$8.00
Instate IntraLATA and InterLATA ¹	\$0.040	\$0.25	

¹ Rounded to the whole minute and dollar

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EFFECTIVE RATE SCHEDULE

1.1. LOCAL EXCHANGE SERVICE

	Non-recurring	Per Month
1.1.1. One Time Fees		
Installation Fee for first new line	\$49.99	
Installation Fee per each new feature	\$7.95	
1.1.2. Local Line		
Monthly Recurring Fee,		\$28.00
1.1.3. Payment (Accounting Fees)		
Check by Phone	\$2.00	
Return Check Fee	\$25.00	
Late Fee, per each overdue payment, per month	1.5%	
Temporary Disconnections & Reactivations (per line for local Customers only)	\$49.99	
1.1.4. Local Service Taxes		
Federal Regulatory Fee FCC, monthly		\$0.23
Local Number Portability LNP, monthly		\$0.43
Federal Line Charge SLC/EUCL, Residence, Single Line and Multiline Business		\$6.50
1.1.5. Primary Interexchange Carrier Change Charge		
Per Instance	\$6.50	

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EFFECTIVE RATE SCHEDULE, Continued

1.2. SERVICE FEATURES

	Per Use	Per Month
Additional Message Capacity, Residence and Business		
50 Additional Message Capacity		\$5.95
100 Additional Message Capacity		\$10.95
Anonymous Call Rejection		No Charge
Billed Number Screening/Toll Restriction		No Charge
Business Complete-A-Call		No Charge
Business Voice Messaging Service Choice		\$18.95
Call Curfew		\$5.95
Call Forwarding Busy Line/Alternate Answer		\$5.50
Call Forwarding Busy Line/Don't Answer Expanded		\$5.50
Call Forwarding Busy Line/Don't Answer IntraOffice		\$5.50
Call Forwarding Customer Programmable		\$5.50
Call Forwarding Don't Answer/Alternate Answer		\$5.50
Call Forwarding Variable		\$5.50
Call Hold		\$1.95
Call Park		\$1.95
Call Pickup		\$1.95
Call Queueing		\$19.95
Call Rejection		\$5.50
Call Routing- Business only		\$9.95
Call Routing To Number- Business only		\$12.00
Call Trace		\$5.50
Call Trace Blocking		No Charge
Call Transfer		\$5.50
Call Waiting		\$5.50
Call Waiting ID		\$5.50
Caller ID		\$5.50
Caller ID Blocking		\$5.50
Caller ID with Privacy+ SM		\$10.95
Carrier Access Code Blocking		No Charge
Complete-A-Call, per use	\$1.50	
Continuous Redial, per use	\$0.50	
Continuous Redial Blocking		No Charge
Custom Number Services		\$300.00
CustomNet®		No Charge
Custom Ringing Service		\$5.50
Dial Call Waiting/Distinctive Alert		\$5.50
Dial Lock®		\$4.95

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EFFECTIVE RATE SCHEDULE, Continued

1.2. SERVICE FEATURES, Continued

	Per Use	Per Month
Directed Call Pickup		\$1.95
Do Not Disturb		\$4.95
Easy Access		\$1.95
Extension Mailbox- Residence & Business		\$6.95
I-Called SM Pay Per Use	\$1.95	
I-Called SM Originating Blocking		No Charge
I-Called SM Terminating Blocking		No Charge
International Blocking		No Charge
Intracall®/Home Intercom		\$5.50
Last Call Return, per use	\$0.65	
Last Call Return Blocking		No Charge
Listen Only Mailbox- Business only		\$19.95
Long Distance Alert		\$5.50
Long Distance Restriction		No Charge
Mailbox Only- Residence only		\$7.95
Message Notification- Residence and Business		\$5.95
Message Waiting Indication-Business		No Charge
Message Waiting Indication-Residence		No Charge
Multi-Line Hunting		\$5.50
No Solicitation®		\$7.95
One Number Service		\$4.95
Pay Per Call Restriction		No Charge
Remote Access Forwarding (Call Following)		\$5.95
Route to Other Number- Business only		\$12.00
Remote Call Forward (Market Expansion Line)		\$16.00
Scheduled Forwarding		\$6.95
Scheduled Greetings- Business only		\$6.95
Security Screen SM		\$3.95
Selective Call Forwarding		\$3.50
Selective Call Waiting		\$6.50
Series Hunting		\$5.50
Speed Calling		\$5.50
Talking Call Waiting		\$5.50
Three Way Calling		\$5.50
Three Way Calling Blocking		No Charge
Transfer Mailbox- Residence and Business		No Charge
Voice Mail Mailbox- Business only		\$18.95
Voice Messaging Service Residence only		\$6.95

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EFFECTIVE RATE SCHEDULE, Continued

	Per Use	Per Month
1.3. OTHER SERVICES		
1.3.1. Calling Cards		
Per minute of use	\$0.27	
Per call connection	\$0.65	
1.3.2. Wire Maintenance		
Per line		\$2.75
1.4. DIRECTORY SERVICES AND LISTINGS		
Directory Assistance, per call	\$1.35	
Directory Listing		\$0.99
Non-listed Number		\$0.99
Additional Directory Listing		\$3.95
1.5. SERVICE PACKAGES		
Local Service Package, monthly rate		\$25.99

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EFFECTIVE RATE SCHEDULE, Continued

1.6. LONG DISTANCE SERVICE AND TAXES

1.6.1. Long Distance Service

	Per Minute	Per Month
A. Stand Alone Long Distance Service		
Per Account, Monthly		\$7.95
1 Plus Intrastate Long Distance Instate, IntraLATA and InterLATA ²	\$0.079	
B. Inbound 800 Intrastate Long Distance		
Per Toll Free Number, Monthly Intrastate, InterLATA and interLATA2	\$0.089	\$2.00

1.6.2. Long Distance Taxes

Federal Access Fee (PICC)	\$4.48
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² Rounded to the whole minute and dollar

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