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SECTION 3 – TARIFF RULES

3.1 Rule 1 – Definitions

**Affiliate:** A company which has any of the following relationships with the Company; (1) directly or indirectly owns or controls it; (2) is directly or indirectly owned or controlled by it; or (3) is under common direct or indirect ownership with it.

**Affiliated LEC:** A LEC with which the Company has any of the following relationships: (1) owns or controls it; (2) is owned or controlled by it; or (3) is under common ownership with it.

**Affiliated CLEC:** A CLEC with which the Company has any of the following relationships: (1) owns or controls it; (2) is owned or controlled by it; or (3) is under common ownership with it.

**Aggregation:** The combining of a Customer's total usage across multiple BTNs into a group for the purpose of determining a common usage rate for call(s) associated with the individual BTNs.

**Applicant:** Any entity or individual who applies for Service as described in the Company's Voice Product Reference and Pricing Guidebook located at [www.att.com/servicepublications](http://www.att.com/servicepublications) .

**BAN:** Billing Account Number. A BAN is a 9-digit number that uniquely identifies a long distance account. A BAN is different from a BTN. A single Customer may have multiple BANs on a Hierarchical Billing account. A BAN may be designated by rank as a Child BAN, a Parent BAN or a Corporate BAN. Any rank BAN may also be an Invoice Point BAN. Unless specifically designated as such, a BAN is not an invoice point, except that all Corporate BANs are also Invoice Points.

**Bandwidth:** The total frequency band, in Hertz, allocated for a Channel.

**Billing Hierarchy:** A billing arrangement which allows Customer to set up a payment, rating, and discounting structure to assist with communication expense management by grouping communication expenses by region, business unit, organization, etc. The Customer is able to designate various invoice points throughout the hierarchy.

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SECTION 3 – TARIFF RULES

3.1 Rule 1 - Definitions (continued)

**Blocking:** A temporary condition that may be initiated so that the Customer cannot complete a telephone call.

**BTN:** Billed Telephone Number. May consist of one or more WTNs.

**Business Customer:** A Customer whose use of the Services is primarily or substantially for a business, professional, institutional, or occupational purpose.

**Business Optional Calling Plan:** Long distance Service offerings available to Business Applicants or Business Customers. Includes but is not limited to High Volume Calling Plans (HVCP), Virtual Private Line (VPN), and plans targeted to small businesses.

**Cal. P.U.C.:** California Public Utilities Commission of the State of California or any succeeding agency.

**Carrier Common Line Charges:** The charges the long distance companies pay to the local telephone companies for carrier common line access service which provides for the use of end user's telephone company provided common lines by subscribers for access to such end users to furnish interstate communications.

**Casual Caller:** A caller that has not affirmatively selected the Company as its choice of a long distance service provider in advance of placing a long distance call.

**Child BAN:** Any BAN within a billing hierarchy which is subordinate to another BAN. A Child BAN may also be either a Parent BAN and/or Invoice Point BAN. The Child BAN is the lowest level of the hierarchical structure and is subordinate to a single Parent BAN.

**Circuit or Channel:** A communications path between two or more points having a standard Bandwidth or Transmission Speed selected by the Customer.

**CLEC:** Competitive Local Exchange Carrier. Any carrier or reseller offering local exchange telecommunications services other than the incumbent LEC.

**Commission:** The Public Utilities Commission of the State of California or any succeeding agency.

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SECTION 3 – TARIFF RULES

3.1 Rule 1 - Definitions (continued)

**Company:** SBC Long Distance, LLC d/b/a AT&T Long Distance, d/b/a AT&T Long Distance.

**Company-Provided:** The switching, transmission, and other related telecommunications or computer equipment/facilities provided by the Company or by any combination of the Company, the LEC, or other authorized Third Party Vendors contracted by the Company.

**Corporate BAN:** The highest level BAN on a hierarchy, is always an invoice BAN. VPN price plans will be attached at this level, which is the point of aggregation for the MAC and MMC.

**Credit Card:** Visa®, MasterCard® or other Credit Cards issued by other companies the Company may accept.

**Customer:** A person or legal entity which subscribes to the Company's Services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff.

**Customer Premises/Customer's Premises:** Location(s) designated by a Customer where Service is originated/terminated.

**Dedicated Access:** Where Customer's Premises has a non-switched connection to the POP selected by the Company for origination and or termination of calls. When the Dedicated Access is used for overlaid Switched Services, the Dedicated Access is referred to as a DVA line.

**Direct-Dialed:** A call placed by the caller without operator assistance (either live or automated)

**DVA:** Dedicated Voice Access.

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SECTION 3 – TARIFF RULES

3.1 Rule 1 - Definitions (continued)

**End User:** The person or legal entity which uses the Service provided by the Company.

**Equal Access:** Enables the Customer to place long distance calls without the need to first dial a special code.

**Exemption Certificate:** A written notification provided by the Customer certifying that its dedicated facility should be exempted from the monthly Special Access Surcharge because (a) the facility terminates in a device not capable of interconnecting Service with the local exchange network or (b) the facility is associated with a Switched Access Service that is subject to Carrier Common Line Charges.

**F.C.C.:** Federal Communications Commission or any succeeding agency.

**Hertz:** A unit of frequency equal to the cycle per second.

**Hierarchical Billing:** Denotes the Company's flexible, Customer-defined, structured invoicing.

**High Volume Calling Plans (HVCP):** Long distance Service offering available to Business Customers that typically have more than twenty (20) lines, multiple locations, and multiple BTN. Allow BTNs for Aggregation for Total Revenue Commitment.

**InterLATA:** Any call or transmission that originates in one LATA and terminates in a different LATA.

**International:** Involving two or more nations.

**IntraLATA:** Any call or transmission that originates in one LATA and terminates within the same LATA.

**Invoice Point BAN:** Any BAN which is designated to receive a separate invoice. An Invoice Point BAN may be superordinate, subordinate or both.

**Kbps:** Kilobits Per Second. One thousand Bits per second.

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SECTION 3 – TARIFF RULES

3.1 Rule 1 - Definitions (continued)

**LATA:** Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgment.

**LEC:** Local Exchange Carrier.

**Local Access:** The service between a subscriber's premise and a Company-designated POP.

**Local Access Provider:** An entity providing Local Access.

**MAC:** Minimum Annual Commitment.

**Mbps:** Megabits per second. Million Bits per second.

**MMC:** Minimum Monthly Commitment.

**Modification of Final Judgment:** The judicial opinion United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), affd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

**MOU:** Minutes of Use.

**MRC:** Monthly Recurring Charge.

**NPA:** Numbering Plan Area. More commonly referred to as an area code.

**NXX:** The first three digits of a Customer's telephone number. N is a number between 2 and 9. X is a number between 0 and 9.

**Parent BAN:** Any level BAN within a billing hierarchy which is superordinate to another BAN. "Parent" denotes the superordinate relationship to one or more specific Child BAN(s) which are usually part of an individual Invoice Point BAN, e.g. an Invoice Point BAN is the parent BAN of its next level Child BAN(s).

**PBX:** Private Branch Exchange.

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SECTION 3 – TARIFF RULES

3.1 Rule 1 - Definitions (continued)

**POP:** Point-of-Presence. A physical place at which the local telephone company terminates subscriber Circuits for long distance dial-up or leased-line communications or a Company-designated location where a facility is maintained for the purpose of providing access to the Company's Service.

**Private Line:** Discrete communication Bandwidth dedicated for a Customer's exclusive use. A Private Line is provisioned on facilities that may be shared and accomplished through a variety of technologies and media.

**Private Line Service:** Full duplex transmission/transport service between two points. Private Line Service(s) are defined by Bandwidth, signaling, media, etc.

**Residential Customer:** A Customer whose use of the Service is primarily or substantially of a social or domestic nature; and business use, if any, is incidental.

**Resp Org:** Responsible Organization. The entity designated to manage and administer a Customer's SMS/800 records.

**Service:** Any or all services provided pursuant to this Tariff.

**SMS/800:** 800 Service Management System. The main operations support system used to create and update toll free records that are then downloaded to the SMS/SCPs for processing toll free service calls. This system is used by Resp Orgs to manage and administer SMS/800 records.

**SMS/800 Help Desk:** The organization that administers the SMS/800 system for the centralized management of toll free numbers.

**SMS/SCP:** Service Management System/Service Control Point. The real time data base system in the exchange carrier's network that contains routing instructions downloaded from the SMS/800.

**Special Access Surcharge:** A charge imposed by the Local Exchange Companies in accordance with Section 69.115 of the F.C.C. Rules and Regulations.

**State:** State of California.

**Switched Access:** A transmission line that is switched through the LEC or CLEC to reach the long distance network. Switched access arrangements are only available from the subscriber's local telephone company.

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SECTION 3 – TARIFF RULES

3.1 Rule 1 - Definitions (continued)

**Switched Services(s):** Any Services that are not Data Service as defined herein which use message switches to share inter-switch transport.

**TFS:** Toll Free Service also known as AT&T TFS

**Third Party Vendor:** A company, entity or individual, other than the Company, designated by the Company that provides the facilities and/or the equipment required to provide Service(s).

**Toll Free Number:** A telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

**Toll Free Service:** A reverse-billed Service that permits calls to be completed without charge to the calling party. Also known as AT&T Toll Free Service

**Total Revenue Commitment:** The dollar commitment the Customer makes to the Company under the Customer's term plan agreement for the total length of the term plan. The Total Revenue Commitment is calculated by totaling the following dollar amounts as applicable (a) for a Business Optional Calling Plan with a MAC, the MAC times the number of years of the term plan agreement; (b) for a Business Optional Calling Plan with a MMC, the MMC times the number of months of the term plan agreement; and (c) for a Business Optional Calling Plan with a MRC, the MRC times the number of months of the term plan agreement.

**Voice Guidebook:** Company's Voice Product Reference and Pricing Guidebook. Contains the standard descriptions, pricing, and other terms and conditions for voice services offered on a detariffed basis pursuant to CPUC Decision No. 07-09-018.

**VPN:** SBC Long Distance Virtual Private Network. A Service that provides the functionality and capabilities of a private network through the use of shared transmission facilities.

**WTN:** Working Telephone Number.

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SECTION 3 – TARIFF RULES

3.2 Rule 2 - Description of Service

The Company offers 24-hour InterLATA and IntraLATA long distance interexchange telephone Services between points in California. Calls may be Direct-Dialed or may be completed with the assistance of an operator. This Tariff, the Company's Voice Guidebook and the Business Services Agreement collectively contain the descriptions, regulations, and rates applicable to intrastate Voice Services. Terms and conditions are also included in the Residential Service Agreement.

3.3 Rule 3 - Application for Service

3.3.1 To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate that complies with the rules of the Commission. For example, the Company may require the Customer to execute a letter of agency, service agreement, RespOrg agreement, contract, etc. depending on the Service(s) selected by the Customer. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with the applicable Tariffs of the Company. The Applicant must also establish credit satisfactory to the Company as provided in Section 3.4 of this Tariff.

3.3.2 Service may be initiated based on written or oral agreement between the Company and the Customer. The Company reserves the right to require an Applicant to sign an application for the Service desired, on a form provided by the Company, as a condition for establishing Service. Applications for Service will be accepted by the Company provided that the Service is available, and the Company has no reason to believe the Customer will not comply with the provisions of the Tariff. The Company will also accept an oral application from a Customer for additions to or changes in existing Service.

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SECTION 3 – TARIFF RULES

3.3 Rule 3 - Application for Service continued)

3.3.3 The Company shall, on request, provide each Applicant for Service or Customer the following:

- (1) The California Public Utility Commission (Commission) identification number of its registration to operate as a telecommunications corporation within California;
- (2) The address and telephone number of the Commission to verify its authority to operate;
- (3) A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company;
- (4) The names of billing agents it uses in place of performing the billing function itself; and
- (5) Rate information.

3.3.4 Effective December 6, 2004, if an applicant for service is denied service, applicant will be informed of the reasons for that denial within ten (10) days thereafter.

3.4 Rule 4 - Contracts

3.4.1 Customer-specific service arrangements, which may include engineering, installation, construction, facilities, assembly, and/or other special services, may be furnished in addition to existing Tariff offerings. Rates, terms, and conditions plus any additional regulations, if applicable, for the special service arrangements will be developed upon Customer's request.

3.4.2 Individual contracts will specify the applicable terms and conditions, rates and charges, and the length of the term plan agreement. Such terms and conditions and rates and charges will be available under contract to similarly situated Customers for a period of ninety (90) days following the effective date of the SSA of the initial Customer for whom the SSA was designed, unless otherwise specifically provided for in the SSA. Similarly situated Customers enrolling in a SSA must agree to service installation no more than ninety (90) days after contracting to receive services under a SSA. Unless otherwise specified, the regulations for the special service arrangements are in addition to the applicable regulations specified in other sections of this Tariff.

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SECTION 3 – TARIFF RULES

3.4 Rule 4 – Contracts (continued)

3.4.3 The Company will utilize one of the following procedures for handling Customers contracts as appropriate:

- (A) If the Company utilizes the express contract procedure, the Company will comply with Decision 01-11-059; or
- (B) If the Company issues government contracts, the Company will comply with Decision 91-02-010; or
- (C) If the Company uses a standard contract form for offering specialized facilities or Services, and it voluntarily files such a form with the Commission on regular 40-day notice, subsequent completed contracts on that form, when executed and filed, will be effective on five (5) days' notice; or
- (D) The Company will file each contract with the Commission at least forty (40) days prior to the effective date of the contract.

3.4.4 Effective December 6, 2004, to the extent necessary to meet the requirements of Decision 04-05-067, the Company will waive early termination fees for any service and/or contract terminated by a consumer or small business Customer (as defined in Commission Decision 04-05-067) within thirty (30) days of service being established.

3.4.5 Effective December 6, 2004, to the extent necessary to meet the requirements of Decision 04-05-067, in the event a term agreement is changed to terms more restrictive to a consumer or small business Customer meeting the definitions set forth in Commission Decision 04-05-057, Company will notify Customer twenty-five (25) days prior to the change taking effect. Customer will have thirty (30) days from the effective date of change to terminate the contract with no early termination fees or penalties.

3.5 Rule 5 – Special Information Required On Forms

Not Applicable.

SECTION 3 – TARIFF RULES

3.6 Rule 6 - Establishment and Re-establishment of Credit; Indebtedness; Toll Restriction

3.6.1 Establishment of Credit; Indebtedness; Toll Restriction

(A) Applicant

The Company reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or other authorization the Company deems appropriate, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires. The Applicant may be required to pay a deposit pursuant to Section 3.5 of this Tariff.

(B) Customer

If the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time. The Company may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes.

(D)  
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(D)

Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, the Company may implement its toll blocking process. Pursuant to that process, the Company may place a restriction on or discontinue Customer's use of intrastate long distance services, including 1+, 0+, and all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to the Company. Access to local calling, operator assisted calls, emergency services (9-1-1), calls placed via a toll free number (800, 877, 888 or other area code assignments as appropriate) will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service.

(D)

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SECTION 3 – TARIFF RULES

3.6 Rule 6 - Establishment and Re-establishment of Credit; Indebtedness; Toll Restriction

3.6.1 Establishment of Credit; Indebtedness; Toll Restriction

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

The Company reserves the right to refuse Service to any Applicant who is indebted to the Company for Service(s) previously furnished until satisfactory payment arrangements have been made for all such indebtedness. The Company further reserves the right to refuse Service to any Applicant who is currently indebted to the Company for Service(s) on another Company account, until satisfactory payment arrangements have been made for all such indebtedness. Where a Customer subscribes to more than one active telephone account, and the Company suspends or terminates Service to one or more of the Customer's accounts for nonpayment, the Company may, at its option, initiate action for collection, including the action to suspend or terminate some or all of the other active Customer accounts, with notice as prescribed under Section 3.5 of this Tariff. The Company may also refuse Service to any Applicant attempting to establish Service for a former Customer who is indebted for previous Service(s), regardless of whether or not the previous Customer was furnished Service at the same location, until satisfactory payment arrangements have been made for payment of all such prior indebtedness. If Service is established and it is subsequently determined that any of the foregoing conditions of indebtedness exists, the Company may suspend or terminate such Service until satisfactory arrangements have been made for the payment of the prior indebtedness.

The Company reserves the right to discontinue granting any further credit to Customer in the event of Customer's repeated delinquency in payment for Services, fraudulent use, suspension or disconnection of Service, the Customer files for protection under the United States Bankruptcy Code, or any other material breach, where not prohibited by federal law, rule or regulation. In such event, the Company may, at its sole discretion, require the Customer to prepay for all future Services as thereafter directed by the Company.

3.6.2 Re-establishment of Credit

An Applicant who has previously been a Customer of the Company and, during the last twelve months of that prior Service, has had Service temporarily or permanently disconnected for nonpayment of bills, may be required: 1) to pay any unpaid balance and 2) to re-establish credit by making the deposit pursuant to Section 3.4 of this Tariff before Service is connected.

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SECTION 3 – TARIFF RULES

3.7 Rule 7 - Customer Deposits/Advance Payments

3.7.1 Deposits

(A) General

Any Applicant whose credit is not acceptable to the Company as provided in Section 3.4 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for Service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if the conditions of Service or the basis on which credit was originally established have materially changed.

(B) Amount of Deposit

Effective December 6, 2004, the amount of any deposit will not exceed the estimated charges or typical monthly bill for two months' Service. The Company will determine the amount of the deposit. Failure to provide a Social Security Number shall not be cause for requiring a deposit.

(C) Interest on Deposits

Effective December 6, 2004, deposits from consumer and small business customers (as defined in Commission Decision 04-05-067) shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board on November 30th of the prior year.

(D) Return of Deposit

A deposit will be returned:

- When an application for Service has been canceled prior to the establishment of Service; or
- At the end of one year of satisfactory payments for Service; or
- Upon discontinuance of Service.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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SECTION 3 – TARIFF RULES

3.7 Rule 7 - Customer Deposits/Advance Payments (continued)

3.7.2 Advance Payments

Customers and Applicants who, in the Company's judgment, present an undue risk of non-payment may be required at any time to provide the Company such other assurances of, or security for, the payment of the Company's charges for its Services as the Company may deem necessary, including, without limitation, advance payments for Service, third party guarantees of payment, pledges or other grants of security interests in the Customers' assets, and similar arrangements. The Company reserves the right to require an advanced payment from Customers and Applicants who, in the Company's judgment, present an undue risk of nonpayment. Such advanced payment may be required instead of or in addition to a security deposit. The Company shall be authorized to apply such advanced payments against any Service charges incurred by the Customer. The advanced payment shall be equal to or less than estimated installation charges plus two months estimated billing. Advance payment requirements may be increased or decreased by the Company as it deems necessary in the light of changing conditions.

In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors:

- (A) the Customer's or Applicant's payment history (if any) with the Company and its affiliates;
- (B) Customer's ability to demonstrate adequate ability to pay for the Service;
- (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available;
- (D) information relating to Customer's management, owners, and affiliates (if any); and
- (E) the Applicant's or Customer's actual long distance usage.

The Company does not pay interest on advance payments.

3.8 Rule 8 - Notices

3.8.1 Any notice the Company may give to a Customer will be by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Company. Except as otherwise provided by these rules or in a signed agreement, any notice from the Customer may be given by the Customer or the Customer's authorized representative to the Company orally or by written notice mailed to the Company.

3.8.2 Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

SECTION 3 – TARIFF RULES

3.9 Rule 9 - Issuance and Payment of Bills

3.9.1 General

- (A) Effective December 6, 2004, the Company uses cycle billing. The billing period is one (1) month. A bill shall not include any previously unbilled charge for Service furnished prior to the three months immediately preceding the date of the bill. (T)  
In cases of fraud, a backbilling period of no more than one and one half years will apply. The Company is not responsible for local telephone company charges incurred by the Customer in gaining access to the Company's Service(s). (D)
- (B) The Company uses LEC billing. The Company may also utilize direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.
- (E) Credit Card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With credit card billing, charges for Services provided by the Company are billed on the Customer's designated and approved credit card. Should the Customer cancel or change their designated credit card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated credit card company. Call detail will not be included in the credit card bill; call detail will be provided by the Company in a separate mailing.

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SECTION 3 – TARIFF RULES

3.9 Rule 9 - Issuance and Payment of Bills (continued)

3.9.1 General (continued)

- (F) Monthly recurring charges for Service components are billed in advance of Service and reflect the rates in effect as of the date of the invoice (e.g., bills generated in January will cover the month of February). Monthly recurring charges continue to accrue during any suspension of Service until Service is disconnected. A Customer's first invoice may contain charges from previous periods for Service provided from the date of installation through the current invoice period. An Applicant for Service may be required to pay in advance of the establishment of Service the applicable nonrecurring charges together with the fixed charges applicable for the first month.
- (G) Effective December 6, 2004, for the purpose of computing partial-month charges, a month is considered to consist of thirty days. Charges for partial months will be prorated. If the Company has ordered Dedicated Access as an agent of the Customer, the Company will not cease billing the Special Access Surcharge until the Company receives the Exemption Certificate (as defined herein) from the Customer and the Local Access Provider acknowledges receipt of the Customer's Exemption Certificate.
- (H) Any Applicant for Service that was furnished Service under a former contract with the Company shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such Service, before any additional Service will be furnished.
- (I) In the event that the Company's ability to commence or to continue to provide Service in a timely manner is delayed or interrupted because of the non-performance by the Customer of any obligation set forth in this Tariff, the Customer shall pay to the Company amounts equal to the monthly recurring charges which would have been paid had the Company been able to commence or to continue to provide Service.
- (J) Depending on where and under what name the Company provides Service, the Company's applicable business name will precede the tariffed service name on the Customer's bill.

3.9.2 Direct Billing By Company And/Or Authorized Billing Agent

(A) LEC Billing

- .1 The Company utilizes LEC billing. With LEC billing, the Customer's charges for the Company's Services are billed on a separate page from the Customer's bill for local service or local toll service. Call detail is available with the bill.
- .2 A Customer subscribing to outbound Service(s) that are LEC-billed may have multiple WTNs reported on the same BTN. A Customer subscribing to TFS may have multiple TFS Numbers associated with the same BTN.

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SECTION 3 – TARIFF RULES

3.9 Rule 9 - Issuance and Payment of Bills (continued)

3.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(B) Other Billing Arrangements

Effective December 6, 2004, bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. For usage sensitive Switched Services, call detail is available with the bill. Payment in full is due by the due date disclosed on the bill which is no less than twenty-two (22) days from the date of mailing. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check which should be made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. The one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in favor of the Company. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's late payment charge applies.

Customers that are direct-billed must provide the Company updated information within fifteen (15) days of a change in billing address and/or contact information. If the Customer fails to timely provide such updated information, the Company reserves the right to terminate Service on seven (7) days' written notice to last know address/contact, and the Customer shall be responsible for any and all cancellation charges.

(C) Credit Card Billing

With Credit Card billing, the charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill. Call detail will be provided by the Company in a separate mailing.

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SECTION 3 – TARIFF RULES

3.9 Rule 9 - Issuance and Payment of Bills (continued)

3.9.2 Direct Billing By Company Or Authorized Billing Agent (continued)

(D) Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, the charges for Services provided by the Company are automatically debited to the Customer's designated checking account or savings account. Bill detail will be provided by the Company in a separate mailing.

(E) Electronic Billing

Electronic billing is offered free of charge to Customers that are direct-billed by the Company. The electronic bill contains all the same data as the paper bill. When a Customer elects to receive an electronic bill, paper billing will be discontinued unless the Customer requests to continue to receive a paper bill, or designated portions thereof, in addition to electronic billing. Customer who elect to receive electronic billing shall also be deemed to have elected to receive all legal and regulatory notices by electronic mail where permitted by law and Commission regulation.

3.9.3 Special Bill Detail For Customers With MAC/MMC

For Customers that commit to a MAC or MMC, the Customer's master bill will contain:

- (A) the Customer's MAC or MMC revenue commitment;
- (B) number of accounts used towards the MAC/MMC;
- (C) the length of the term plan, if applicable, and the term plan agreement end date;
- (D) year-to-date cumulative dollar revenue applicable to the MAC; and
- (E) current period cumulative dollar revenue applicable to the MAC/MMC.

3.9.4 Over-billing and Under-billing

Where the company has over billed a Customer, the Company shall make a refund or billing credit in a subsequent billing cycle following discovery and computation of the over-billed amount. When the Company bills a Customer an amount correcting a previous under-billing, and it results in an undue hardship on a Customer, the Customer may call and make special payment arrangements, unless the under-billing was caused by unauthorized or fraudulent use or procurement of Service.

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SECTION 3 – TARIFF RULES

3.9 Rule 9 - Issuance and Payment of Bills (continued)

3.9.5 Taxes, Surcharges, and Fees

In addition to the charges specifically pertaining to Services, certain federal, state, and local surcharges, taxes, and fees apply to Services. The Company may impose a surcharge on its Customers to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. For Switched Services, these taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

All telecommunications carriers are required to apply CPUC mandated Public Program surcharges and Reimbursement Fee to all intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the current amounts, please refer to the Pacific Bell (d.b.a. AT&T California) tariffs. (Resolution T-16901, dated December 2, 2004).

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SECTION 3 – TARIFF RULES

3.10 Rule 10 - Disputed Bills

3.10.1 In the case of a billing dispute between the Customer and the Company for Service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action within sixty (60) days of the disputed bill's billing date.

- (A) First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the Service may be subject to disconnection).
- (B) Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission's Consumer Affairs Branch for its investigation and decision.
- (C) To avoid disconnection of Service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the Commission. The disputed amount must be made payable to the California Public Utilities Commission.
- (D) The Commission will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company, and make disbursement of the deposited amount.

Address and telephone numbers of the Commission's Consumer Affairs Branch are:

Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
1-800-649-7570 (toll free)  
1-415-703-4973

- (E) For rules and regulations regarding termination of Service by Company, see Section 3.9.3 of this Tariff.
- (F) Effective December 6, 2004, the Company will investigate the charges in question, reach a determination and respond to the Customer within 30 days of the date of Customer's informing the Company of the disputed bill.
- (G) During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the subscriber prevails, then no late charge or penalty may be imposed on the amount in dispute.

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SECTION 3 – TARIFF RULES

3.11 Rule 11 - Discontinuance and Restoration of Service

3.11.1 Cancellation of an Existing Service

- (A) Unless the Customer has signed a term plan agreement, the Company may require the Customer to give thirty (30) days' written notice to the Company. Notice should be addressed to the Company's Customer Service Department. Cancellation of the Customer's Service will be effective when the Customer's account status is changed to inactive in the appropriate data base(s).
- (B) For rules and regulations regarding cancellation of a term plan agreement, see the Voice Guidebook at [att.com/servicepublications](http://att.com/servicepublications).

3.11.2 Customer Cancels An Order For Special Facilities or Dedicated Access Arrangements Before Service Begins

If a Customer (1) orders Service requiring special facilities dedicated to the Customer's use or requests that the Company order Dedicated Access arrangements as an agent of the Customer and (2) subsequently cancels its order before Service begins, before completion of the minimum Service period or before completion of some other period mutually agreed upon by the Customer and the Company, the Customer is responsible for all costs incurred expressly on behalf of the Customer by the Company including those costs the Company incurred as an agent of the Customer. If special construction has either begun or has been completed, but Service has not been provided at the time the Customer cancels Service, the Customer is responsible for all construction costs incurred by the Company on the Customer's behalf.

3.11.3 Termination of Service By Company

- (A) The Company may terminate Service to the Customer upon seven (7) days' written notice to the Customer for any condition listed in Section 3.15.5 of this Tariff. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.
- (B) The termination of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

SECTION 3 – TARIFF RULES

3.11 Rule 11 - Discontinuance and Restoration of Service (continued)

3.11.4 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission. For restoration of Service in situations not classified as an emergency as referenced above and upon the Customer's request, the Company will restore a Customer's Service when (a) the cause of discontinuance of Service has been eliminated or (b) satisfactory credit arrangements have been made. Every reasonable effort will be made to restore Service on the restoration day.

3.12 Rule 12 - Information on Services and Promotional Offerings

To order, change or cancel Service, Residence Customers should write or call Customer Service. (T)  
The Company may be contacted in writing at 2150 Webster Street, Room 401, Oakland, CA |  
94612. The Company's Residence Customer Service address and toll-free number are printed on (T)  
the Customer's bill. For Customers using Credit Card billing or automatic withdrawal from the  
checking or savings account, the Company's Customer Service address and toll-free number are  
provided with the Customer's bill detail.

Business Customers may reach Customer Service by calling the toll-free number on their bill.  
Office hours for Customer Service for Business Customers are 8:00 a.m. to 5:00 p.m. Monday  
through Friday excluding holidays. After hour calls will be returned the next business day.

For Residential Customers, the Customer Service telephone number and hours of operation vary  
according to the language spoken by Customer Service personnel. After hours, Customers hear a  
recorded announcement that provides and hours of operation and advises the Customer the office  
is closed.

The following chart provides the toll-free telephone numbers for residential Customer Service  
and the associated hours of operation for each call center.

|                       | <b>Toll Free Number</b> | <b>Hours of Operation</b>   |
|-----------------------|-------------------------|---|
| Cantonese             | 800-281-2288            | Monday - Friday 8:00 a.m. - 6:00 p.m.                                   |
| English               | 800-288-2020            | Monday - Friday 8:00 a.m. - 6:00 p.m.<br>Saturday 8:30 a.m. - 5:00 p.m. |
| Japanese              | 800-573-7573            | Monday - Friday 8:00 a.m. - 6:00 p.m.                                   |
| Korean                | 800-300-6657            | Monday - Friday 8:00 a.m. - 6:00 p.m.                                   |
| Mandarin              | 888-333-2828            | Monday - Friday 8:00 a.m. - 6:00 p.m.                                   |
| Spanish               | 800-870-5855            | Monday - Friday 8:00 a.m. - 6:00 p.m.<br>Saturday 8:30 a.m. - 5:00 p.m. |
| Tagalog<br>(Filipino) | 800-956-8084            | Monday - Friday 8:00 a.m. - 6:00 p.m.                                   |
| Vietnamese            | 800-300-5315            | Monday - Friday 8:00 a.m. - 6:00 p.m.                                   |

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SECTION 3 – TARIFF RULES

3.13 Rule 13 - Temporary Service

The Company does not offer temporary Service.

3.14 Rule 14 - Continuity of Service

3.14.1 Interruption of Service

- (A) Without incurring liability, the Company may interrupt the provision of Services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- (B) To prevent possible unauthorized, fraudulent, or unlawful use of Service, the Company may initiate Blocking of all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.
- (C) No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. For Customers with Service subject to a monthly recurring charge, Service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of Service interruption divided by 720 hours times the monthly recurring charge for the Service.
- (D) For Services with usage-sensitive rates, credit allowances for cutoff, wrong number, or poor transmission are subject to the general liability provisions set forth in the Voice Guidebook. If the Customer desires a credit for any Service interruption, the Customer must contact the Company via telephone or in writing. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within the Customer's control, or is not in wiring or equipment, if any, furnished by the Customer.

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SECTION 3 – TARIFF RULES

3.15 Rule 15 – Extension of Lines or Mains

Not Applicable.

3.16 Rule 16 - Facilities on Customers' Premises and Service Connections

3.16.1 Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a telephone set, PBX, key system, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

3.16.2 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

3.17 Rule 17 - Limitations on Service

3.17.1 Service is offered subject to the availability of facilities, equipment, or systems, the Company's ability to fulfill the request for Service and the provisions of this Tariff. Service is not offered where operating conditions do not permit. The Company reserves the right to refuse to provide Service, to or from any location where the necessary facilities, equipment, systems, billing agreements, and/or switch software are not available. In case a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of Switched Services shall take precedence over the establishment of Data Services.

3.17.2 Except for calls from Casual Callers, all Switched Services provided according to this Tariff are intrastate add-on Services available from the Company only if the Customer subscribes to the Company's comparable interstate Service offering or interstate promotional offering unless otherwise indicated in this Tariff. Unless otherwise indicated in this Tariff, intrastate Switched Services are not offered on a stand-alone basis. Unless otherwise stated in this Tariff, the method of provisioning a specific Service is determined by the Company.

SECTION 3 – TARIFF RULES

3.17 Rule 17 - Limitations on Service (continued)

3.17.3 Reserved for future use

(C)  
(D)  
(D)

3.17.4 The Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff. The Company may regularly review any Customer's toll usage in order to protect itself from fraudulent or excessive usage by high-risk Customers or Customers who are delinquent in their payments. When the Company determines that the usage volume increases the likelihood that a particular Customer will not pay or will be unable to pay for usage, the Company may implement its toll blocking process cancellation. Customers will be provided notification of the limit placed upon their toll usage pursuant to the establishment of credit, indebtedness of Service, and toll restrictions provisions of this Tariff.

3.17.5 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:

- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
- (B) Any order or decision of a court or other governmental authority which prohibits the Company from offering such Service; or
- (C) The Company deems termination necessary to protect the Company or third parties against unauthorized, fraudulent, or unlawful use of any Company Services, or to otherwise protect the Company's personnel, agents, or Service; or
- (D) Customer's or End User's misuse of the long distance network; or
- (E) Customer's or End User's use of the long distance network for any fraudulent or unlawful purpose; or
- (F) Emergency, threatened, or actual disruption of Service to other Customers; or
- (G) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer obtains or continues to receive Service; or

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SECTION 3 – TARIFF RULES

3.17 Rule 17 - Limitations on Service (continued)

3.17.5 (continued)

- (H) Abandonment of the Customer's Premises served; or
- (I) Insufficient or fraudulent billing information; or
- (J) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
- (K) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.

3.17.6 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:

- (A) use of invalid or unauthorized telephone numbers, or Credit Card numbers; or,
- (B) failure to pay for or provide assurances of, or security for, the payment of the Company's charges as per this Tariff and/or the Voice Guidebook; or
- (C) non-payment of any sum owed the Company by the due date printed on the bill; or
- (D) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against the Company.

3.17.7 Initial and continuing Service is offered subject to the availability of necessary facilities and/or equipment, including those to be provided by other companies furnishing a portion of the Company's Service(s).

3.17.8 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes, but is not limited to:

- (A) Service that is used by the Customer or End User to frighten, abuse, torment, or harass another; or
- (B) Service that is used by the Customer or End User in a manner which interferes with the use of Service by one or more other Customers; or
- (C) Service that is used by the Customer or End User to place calls by means of illegal equipment, service, or device; or
- (D) Service that is used by the Customer or End User to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge.

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SECTION 3 – TARIFF RULES

3.17 Rule 17 - Limitations on Service (continued)

- 3.17.9 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.
- 3.17.10 The Company may rely on third parties to provide a portion of the Company's Service. The selection of the Third Party Vendors is made by the Company. The Company reserves the right to change Third Party Vendors at any time.
- 3.17.11 The Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 3.17.12 Recording of telephone conversations provided pursuant to the Company's Service under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.
- 3.14.13 All outbound Services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have Equal Access. Unless otherwise indicated in this Tariff, all Toll Free Services described in this Tariff are available on a statewide basis.
- 3.17.14 The Company, when acting at the Customer's request and as its authorized agent for ordering Dedicated Access, will make reasonable efforts to arrange for service.
- 3.17.15 The Company does not generally provide echo suppression. However, for Toll Free Service or outbound Services that require Dedicated Access to reach the long distance network, the Company, not the Customer, will determine when echo suppression will be provided.
- 3.17.16 The Company reserves the right to add, change, or delete Services at any time.

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SECTION 3 – TARIFF RULES

3.18 Rule 18 - Promotional Offerings

From time-to-time, the Company may offer special promotions to its Customers waiving certain charges, offering Service(s) at special rates, and/or offering promotional discounts. Promotional discounts include but are not limited to reduced monthly rates or charges for an existing Service, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges or optional feature charges or any combination thereof. Terms and conditions of promotions may be limited to certain dates, times, market segments, and/or locations. The Company may require an advance payment as a condition of a promotional offering. Details regarding a promotion will be filed with the Commission prior to the effective date of the promotion, consistent with the rules of the Commission.