

RADIOTELEPHONE MESSAGE TELECOMMUNICATIONS SERVICE

REGULATIONS

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RADIOTELEPHONE MESSAGE TELECOMMUNICATIONS SERVICE
REGULATIONS2.1 Undertaking of the Telephone Company2.1.1 Scope

- A. Radiotelephone Message Telecommunications Service is a public communications service for hire for two-way voice communications through a base station, between a mobile station and a landline telephone system, or between two mobile stations served via base stations.
- B. The Telephone Company does not undertake to transmit messages but furnishes the use of its service to its Customers for telecommunications.

2.1.2 Availability of Service

- A. Radiotelephone Message Telecommunications Service is available to any person who wishes to become a Customer. The service is available to mobile stations equipped for this service when within range of the base stations as set forth in 3.1 or 3.2 following, through which such service is furnished and subject to transmission, atmospheric and like limitations. This service is also available to mobile equipment of a portable character, not permanently installed in a mobile station or at a fixed location.
- B. The use and restoration of service shall be in accordance with Part 64 Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- C. Service is furnished subject to the availability of the service components required. The Telephone Company will (1) determine which of those components shall be used and (2) make modifications to those components at its option.

2.1.3 Limitations of Duration of Connections

The Telephone Company reserves the right to limit the duration of connection when necessary because of a shortage of service components caused by emergency conditions.

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2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Liability

- A. In view of the fact that the Customer has exclusive control of his communications over the service furnished him by the Telephone Company, and of the other uses for which service may be furnished him by the Telephone Company, and because of the unavailability of errors incident to the use of such services of the Telephone Company, the services furnished by the Telephone Company are subject to the terms, conditions and limitations specified in B, C and D following.
- B. The Telephone Company's Liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claims or suit, by a Customer or by any others, for damages associated with any aspect of the provision of service (including the failure to reach a called station), and subject to the provisions of C through E Following, the Telephone Company's liability, if any, shall not exceed an amount equal to the initial period charge applicable for such a message to the called station. This liability shall be in addition to any billing adjustments that may otherwise be appropriate.
- C. The Customer indemnifies and saves the Telephone Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its service; against claims for infringement of patents arising from combining with, or using in connection with, service of the Telephone Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with service provided by the Telephone Company.
- D. No carrier participating in this service shall be liable for any act or omission of any other carrier also participating in the service.
- E. The services furnished by the Telephone Company, in addition to the limitations set forth in 2.1.4 A through D preceding, also are subject to the following limitation: the Telephone Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents

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RADIOTELEPHONE MESSAGE TELECOMMUNICATIONS SERVICE

REGULATIONS

2.1 Undertaking of the Telephone Company (Cont'd)2.1.4 Liability (Cont'd)

transmitted over the service of the Telephone Company caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of the Telephone Company-provided connecting arrangement).

2.2 Use2.2.1 Use of Service

The service is provided for use by the Customer and may be used by others, when so authorized by the Customer, providing that all such usage shall be subject to the provisions of this tariff.

2.2.2 Abuse and Fraudulent Use

The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

- A. The use of the service of the Telephone Company to transmit a message or to locate a person or otherwise give or obtain information, without payment to the charge applicable for service;
- B. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Radiotelephone Message Telecommunications Service, by rearranging, tampering with, or making connection with any service components of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
- C. The use of the service of the Telephone Company for a call or calls; anonymous or otherwise, if in a manner reasonably expected to frighten, abuse, torment, or harass another;
- D. The use of profane or obscene language;
- E. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other Customers.

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RADIOTELEPHONE MESSAGE TELECOMMUNICATIONS SERVICE

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2.2 Use (Cont'd)2.2.3 Unlawful Purposes

The service is furnished subject to the condition that it will not be used for an unlawful purpose.

2.3 Obligations of the Customer

2.3.1 The calling party shall establish his identity in the course of any communication as often as may be necessary.

2.3.2 The calling party shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station or stations.

2.4 Payment Arrangements2.4.1 Payment for Service

The Customer is responsible for payment of all charges for services furnished to the Customer including charges for services originated or charges accepted at the Customer's station. (D)

2.4.2 Billing and Collection of Charges

The charges for calls and chargeable reports are due when rendered and collected by this Telephone Company or its billing and collection agent or the connecting company from whose station the calls were sent paid or at whose station the calls were received collect and are considered past due thirty (30) days after the bill date, except as set forth in the following.

A. If the entire amount billed, exclusive of any amount disputed by the customer, is not received by the Telephone Company or its billing and collection agent within thirty (30) days of the bill date an additional charge equal to the lesser of the following shall apply to the unpaid balance:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains, or

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RADIOTELEPHONE MESSAGE TELECOMMUNICATIONS SERVICE

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2.4 Payment Arrangements (Cont'd)2.4.2 Billing and Collection of Charges (Cont'd)

2. 0.000657 per day, compounded daily and applied for each month or portion thereof that an outstanding balance remains.

B. In the event that a billing dispute is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to an additional charge determined in accordance with (1) preceding and applied to such disputed charges. Such annual rate will be compounded daily and applied for each month or portion thereof that such charges were unpaid.

2.4.3 Termination of Service for Cause

Upon nonpayment of any sum due the Telephone Company, or its billing and collection agency, or upon a violation of any of the conditions governing the furnishing of service, the Telephone Company may by notice in writing to the Customer, without incurring any liability, forthwith discontinue the furnishing of said service. (C)
(C)

2.4.4 Deposits

The Telephone Company may, in order to safeguard its interest, require an applicant or a Customer to deposit a sum up to an amount equal to twice the estimated average monthly charge for usage of Radiotelephone Message Telecommunications Service offered herein; such deposit to be held by the Telephone Company as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves the applicant or Customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the service is terminated, the amount of the deposit is credited to the Customer's account and any credit balance which may remain is refunded. At the option of the Telephone Company, such a deposit may be refunded or credited to the Customer at any time prior to termination of the service. Should a deposit be credited to the customer's account, no interest will accrue on the deposit from the date such deposit is credited.

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RADIOTELEPHONE MESSAGE TELECOMMUNICATIONS SERVICE

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2.4 Payment Arrangements (Cont'd)2.4.4 Deposits (Cont'd)

The following simple interest will be paid on deposits held 30 days or more except as specified below:

ARKANSAS - Six percent per annum.
KANSAS - Six percent per annum on deposits held six months or more.
MISSOURI - Nine percent per annum.
OKLAHOMA - Six percent per annum on deposits held six months or more.
TEXAS - Six percent per annum.

2.4.5 Monetary Units

In connection with service from ships, vessels or aircraft outside the United States to points within the United States, when the charges to Customers are made by a company or administration not subject to the Communications Act of 1934, as amended, the following conditions apply:

- A. In the case of service from vessels or aircraft of United States registry, the charges shown in this tariff for such service are quoted to the vessel in United States dollars.
- B. In the case of service from vessels or aircraft registered in countries other than the United State, the charges are quoted in United States dollars or are converted into the currency of the country of registry at rates of exchange with respect to United States dollars, which may vary from time to time because of changes in monetary and other conditions.

In connection with service from ships, vessels or aircraft outside the United States to points within the United States, when the charges to Customers are made by Telephone Companies in the United States, rates as specified herein, plus additional charges of foreign administrations if any, in United States dollars, apply to all calls.

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Four AT&T Plaza, Dallas, Texas 75202

RADIOTELEPHONE MESSAGE TELECOMMUNICATIONS SERVICE

REGULATIONS

2.5 Definitions

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Customer

The term "Customer" denotes the person, firm or corporation responsible for the payment of charges and compliance with the regulations of the Telephone Company.

Dial Station

The term "Dial Station" denotes that service where the person originating the call dials the telephone number desired, completes the message without the assistance of an operator and the message is billed to the originating number.

Exchange

The term "Exchange" denotes a unit generally smaller than a local access and transport area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given local access and transport area.

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2.5 Definitions (Cont'd)

Initial and Additional Period

The term "Initial Period" denotes the interval of time allowed at the rate quoted for a connection between given points.

The term "Additional Period" denotes the unit of time used for measuring and charging for time in excess of the initial period.

Local Access and Transport Area (LATA)

The term "Local Access and Transport Area" denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchange which are grouped to serve common social, economic and other purposes.

Operator Station

The term "Operator Station" denotes Station-to-Station service other than Dial Station service.

Other Common Carrier (OCC)

The term "Other Common Carrier" denotes:

1. Specialized Common Carrier, Domestic and International Record Carriers and Domestic Satellite Carriers engaged in providing such private line voice, data or video services or other services as such carriers may be authorized by the Federal Communications Commission to provide.
2. All resellers not included in 1 preceding.

(D)
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(D)

Telephone Company

The term "Telephone Company" denotes the Southwestern Bell Telephone Company and its concurring carriers, either individually or collectively.

United States

The term "United States" denotes the United States mainland, i.e., the District of Columbia and all states except Alaska and Hawaii.

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