

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.1 DEFINITION OF TERMS****A. GENERAL****1. The term Premises means:**

All or a portion of a building that is occupied by the customer or his personnel and includes that point in the building where the customer's service terminates.

That portion of an individual house or building entirely occupied by one family, or one flat or apartment occupied by one family. Private garages and caretakers' quarters and other locations, such as private laundries, patios, garden houses, and private swimming pools, which are a part of the customer's domestic establishment and used in connection with an individual residence will be considered as part of the premises of that residence if located on the same continuous property.

**2. Continuous Property means:**

Property owned or leased and occupied by a customer, which is not separated by a public thoroughfare, a railroad right-of-way or property occupied by others. Where a customer's properties are divided by a public thoroughfare or a railroad right-of-way and the properties would otherwise be continuous, such properties are treated as continuous provided the customer furnishes at his expense an underground or enclosed overhead passage suitable for the running of telephone circuits between the properties in accordance with the requirements of the Company.

**4. Co-Agreement means:**

Customer's agreement with Company for service, which shall include any executed written agreement, any notice of terms of service, or confirmation of service provided by the company to Customer, and this Guidebook.

**4. Co-Signer means:**

A person who assumes liability for the payment for service provided by a Company if a customer fails to pay for service. A Co-signer must be a customer of the Company. The liability of the Co-signer ceases after the customer has made 12 consecutive timely monthly payments to the Company.

**5. Guarantor means:**

A person who assumes liability for the payment of a deposit if a customer fails to pay the deposit. A Guarantor must be a customer of the Company. The Guarantor is limited to the amount of the deposit owed by the customer and ceases after the date after the deposit is returned to the customer (Part 2, Section 2.3.3 of this Guidebook).

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE****2.2.2.1 APPLICATION FOR SERVICE****A. GENERAL**

1. The Company accepts applications for service orally during regular working hours.
2. The Company may require written applications.
3. Applications become contracts upon Company approval.
4. The Company may discontinue certain Company services in geographic areas for which the Company has no Provider of Last Resort obligation and no customers subscribing to those services.
5. In addition, and subject to the appropriate regulatory approvals, the Company may grandfather or discontinue all services governed by this Guidebook in certain geographic areas where there is no Provider of Last Resort obligation. Once grandfathered, such services will no longer be available for purchase, and existing customers will no longer be able to move, add or change their existing service. (C)

For service availability by Wire Center: [https://cpr.att.com/common/DLS\\_Filing\\_Info.htm](https://cpr.att.com/common/DLS_Filing_Info.htm)

For service availability by address: [Service Availability Tool](#)

**B. USE OF SERVICE****1. Business Service**

- a. Service is classified as business service and business rates apply where the character of service is primarily or substantially of a business, professional, institutional, or otherwise occupational nature rather than domestic; particularly when a business license is required by local government.

Locations to which business rates apply include:

- (1) Offices, stores, factories and all other places of a strictly business nature;
- (2) Boarding houses and rooming houses, colleges, clubs, lodges, schools, libraries, churches, lobbies and halls of hotels, apartment buildings, hospitals and private and public institutions; and
- (3) Premises where the telephone number is used in connection with business, professional, institutional or occupational advertising or other promotional media, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.1 APPLICATION FOR SERVICE (Cont'd)****B. USE OF SERVICE (Cont'd)****2. Residence Service<sup>/1/</sup>**

- a. Service is classified as residence service and residence rates apply where the character of service is primarily or substantially of a social or domestic nature and the business use, if any, is incidental.

Locations to which residence rates apply include:

- Private residences or residential apartments of hotels and apartment houses when business listings are not provided and when all stations are in locations which are a part of a domestic establishment.
- b. When it is determined that a customer to residence service is using the service for business purposes as shown in 1.a. above, the Company will discontinue service until the customer converts to business service and pays applicable rates.
- c. Repetitive commercial solicitation from residence service is considered business activity and is not permitted.

**3. Public Telephone Service**

- a. The Company makes the decision to provide a public telephone and chooses its location.
- b. All public telephones are equipped with coin collectors except where other arrangements are made.

**4. Semi-Public Telephone Service**

- a. The customer requests a semi-public telephone and chooses its location with the concurrence of the Company for use by occupants of the premises and/or the general public.

**5. Subscribers' Private Service Not For Public Use**

- a. Telephone service, other than "public" and "semipublic" service is furnished for the use of the customer, his family and persons residing in his home, or his employees or representatives, except as service may be extended to "joint users".
- b. Flat rate and message rate services are not installed on premises of a public or semipublic character in a location where the telephone would be accessible for use by the patrons of the customer or the public in general.

<sup>/1/</sup> Residence Services For Company Employees – Provisions are applicable to employees and retirees of the Company as are applicable to the general public. Certain services may be furnished to Company employees and retirees at reduced rates as authorized by Company practices and procedures. (C)

<sup>/2/</sup> Material formerly appeared on Sheet 2.

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## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.2.2.1 APPLICATION FOR SERVICE (Cont'd)

##### B. USE OF SERVICE (Cont'd)

- d. If it is found that the customer is sharing the use of business service with an individual, other than an employee, member, or officer of the customer's concern, or with another concern not an authorized "joint user", the Company will thereafter require the customer to take joint use after the matter has been called to his attention, or where the joint user vacates the customer's premises or becomes a customer to business service in the same exchange.
- e. Company provided local business exchange service may be used for the purpose of providing access to Message Toll Telephone Service or Wide Area Telephone Service for use by others, when so authorized by the customer, providing that all such usage shall be subject to the provisions of this Guidebook.

##### C. CANCELLATION

- 1. If cancellation is requested by an applicant prior to the start of installation of facilities on the applicant's premises, no charge applies unless the Company has incurred an expense. In this case a charge to the applicant equal to the estimated costs incurred in the installation, less estimated net salvage, shall apply.
- 2. If cancellation is requested by the applicant subsequent to the start of the installation of facilities on applicant's premises but before the facilities are connected for service, the application will be cancelled by the Company. The Company will collect all reasonable costs incurred by Company in implementation of the Service, as if the implementation of the order had been completed.

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## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.2.2.1 APPLICATION FOR SERVICE (Cont'd)

##### C. CANCELLATION (Cont'd)

3. If cancellation of an application for service is requested by the applicant subsequent to the time facilities are installed on applicant's premises and connected for service, the cancellation shall be treated as a regular termination of service and the regulations of C.2. above and the minimum requirements of the rte apply.
4. If the applicant refuses to comply with the requirements specified in this Guidebook prior to the establishment of service, the Company may cancel the application, in which case any amounts collected from the applicant will be refunded.
5. Exchange service may be cancelled at any time after one month's exchange service charges have been paid.
6. Service ordered on a month to month basis may be cancelled at any time after one month's service charges have been paid.

##### D. DEFERMENT OF SERVICE

1. At the request of the applicant, the in-service date for equipment furnished under provisions of this Guidebook will be deferred subject to the following provisions.
  - a. Where the installation of the service ordered has started, but is not complete, a charge equal to the recurring monthly costs applicable to that portion of the completed installation will apply.
  - b. When the installation is complete at the time of receipt of the request to defer the service, the regular installation and monthly charges will apply from the original requested in-service date.

##### E. TERMINATION

1. Each Company provided access line will be terminated at the Network Interface.
2. When a Company provided access line is terminated at the Network Interface, the service connection charge or installation charge, as specified in Part 3, Section 1 of the Guidebook will apply.

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2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

2.2.2.1 APPLICATION FOR SERVICE (Cont'd)

F. COTERMINATION

1. Company-provided service or channels of different customers may be terminated in a common interface arrangement subject to the following provisions.
  - a. Each customer whose telephone service is so terminated is responsible for maintaining control over access to his service. Each customer will be solely responsible for the charges for all calls placed or accepted over customer's service, whether or not authorized by customer, and for making payment to Company for any charges resulting from such uses.
  - b. The customer requesting co-terminated service may experience interruptions caused by failure of the Company or customer-provided equipment or by maintenance or similar activities for services of other customers that are also terminated in the common interface. The Company assumes no responsibility for these interruptions when customer-provided equipment is involved, and interruption allowances in these circumstances will not be granted.
  - c. Rates and charges for the common interface on which the different customers' service terminate will be billed to one customer's service. Charges for changes or rearrangements of terminations on interface arrangement or maintenance of service charges will also be billed to this customer.
  - d. All services co-terminated must be individual lines or trunks of the same class and type, Wide Area Telephone Service, or private lines as set forth in other sections of the Guidebook.
  - e. Termination of more than one customer's service in a common interface in a communications system or terminal equipment does not constitute joint user service, as set forth in Part 4, Section 5 of this Guidebook, unless joint use of the service is requested or intended by the customers involved.

2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2.2 ESTABLISHED AND FURNISHING SERVICE (Cont'd)

2.2.2.1 APPLICATION FOR SERVICE (Cont'd)

G. RESTRICTION OF SERVICE

1. Business flat rate primary station service and business message rate primary station service from the same exchange will not be furnished concurrently for the same customer or the same premises. (D)

H. SUPERSEDURE

1. An applicant may supersede the service of a customer terminating service if the following provisions are met.
  - a. The service continues without interruption on the same premises.
  - b. Notice from the applicant and customer is presented to the Company.
  - c. An arrangement acceptable to the Company is made to pay outstanding charges against the service.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.2.2.2 OBLIGATION TO FURNISH SERVICE

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of service.



## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.2.2.3 ESTABLISHMENT OF IDENTITY

##### A. RECORDED PUBLIC ANNOUNCEMENTS ON UTILITY FACILITIES

The use of Company facilities for public announcements is subject to the following regulations:

1. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. If applicable, such subscribers shall also comply with Nevada Revised Statutes (NRS) section 597.812, *et seq.*
2. Subscribers transmitting factual public announcements such as time, weather, stock market quotations, airline schedules and similar information are excluded from A.1. above.
3. Failure to comply with the provisions of this Guidebook shall be cause for termination of the service.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.4 LIMITED COMMUNICATION****A. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

1. 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, routine preventive maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific, they affect many customer services. No specific advance notification period is applicable to all service activities. The company will work cooperatively with the customer to determine the notification requirements.

**B. COORDINATION WITH RESPECT TO NETWORK CONTINGENCIES**

1. The Company intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

**C. EMERGENCY MEASURES TAKEN PURSUANT TO A STATE OF EXTREME EMERGENCY**

1. Whenever there exists an emergency as defined by Nevada Revised Statutes Chapter 414, or in the event of other civil or defense emergencies not designated by constituted authorities, the Company shall take emergency measures as ordered or directed by appropriate governmental authorities. In the absence of an order or direction by a governmental authority, the Company may take any and all emergency measures necessary in the public interest for the preservation and maintenance of service to all essential users.
2. As restoration becomes possible of any service which has been terminated due to emergency measures, the priority of restoration shall be determined by the Company according to the public interest or as ordered or directed by appropriate governmental authorities.
3. Each and every service furnished by the Company shall be subject to this regulation. The Company shall in no event be liable for any damage resulting from emergency measures, except in the case of willful misconduct.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.4 LIMITED COMMUNICATION (Cont'd)****D. TELECOMMUNICATIONS SERVICE PRIORITY (TSP) SYSTEM**

The TSP System is a service, developed to meet the requirements of the Federal Government, which provides the regulatory, administrative and operational framework for the priority installation and/or restoration of National Security Emergency Preparedness (NSEP) telecommunications services. These include any exchange and/or Private Line services associated with NSEP services. The TSP System applies only to NSEP telecommunications services, and requires and authorizes priority action by the Telephone Company providing such services.

The installation, use and restoration of TSP System service shall be subject to the regulations, rates and charges as set forth in P.U.C.N. Access Tariff C.

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## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.2.2.4 LIMITED COMMUNICATION (Cont'd)

#### E. DISASTER RELIEF PLAN

When a business or residence customer's premises is destroyed or partially destroyed by means beyond the control of the customer, due to natural disaster or fire, the following emergency plan will go into effect:

- 1) The associated service connection charge to re-establish the local exchange access line after the disaster will be waived.
- 2) The monthly rate and associated Service Connection Charge will be waived for thirty (30) days for the following services:
  - Call Forwarding Variable (USOC: ESM)
  - Busy Call Forwarding (USOC: EVB)
  - Delayed Call Forwarding (USOC: EVD)
  - Remote Access to Call Forwarding (USOC: RAF)
- 3) Affected customers must contact the Company to take part in this Disaster Relief Plan, and state that they were affected by the disaster. The customer must call to discontinue these services at the end of the discounted period or normal Guidebook rates will apply.
- 4) When it is determined by the Company, in order to meet special circumstances or unique situations, such as natural disasters, fires, floods, etc., the Company may provide special offerings of its products and services. For example, the Company may provide services free of charge, or at a reduced rate, and the offerings of such services will be for a limited duration at the discretion of the Company.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

## 2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

## 2.2.2.7 ASSIGNING AND CHANGING OF TELEPHONE NUMBERS

## A. GENERAL

1. Numbers belong to the Company, which assigns them to subscribers.
2. The Company reserve the reasonable right to assign, designate or change telephone numbers, or any other call number designations associated with these services, or the Company serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the customer reasonable notice, by Certified U.S. Mail of the effective date and an explanation of the reason(s) for such change(s).

## B. NON-PUBLISHED TELEPHONE NUMBERS

1. A customer may request that his telephone number not be published in the Company's Listing Information System. If the customer makes such a request, the Company will take reasonable precautions:
  - a. not to publish the number in any of its Listing Information Systems and/or publicly distributed directories, where available;
  - b. not to disclose the number to any person other than representatives of law enforcement agencies or its own or other telephone companies, except when required by law.
2. The customer releases the Company from any liability resulting from damages caused directly or indirectly by disclosure of the number to any person.
3. The non-published telephone number of a caller may be disclosed to a called party, if the called party has the necessary service and equipment for receiving and disclosing the telephone number associated with an incoming call. If the calling party does not wish the non-published number disclosed, it is the calling party's responsibility to utilize a call blocking feature to prevent such disclosure.
4. The Company may release the non-published telephone numbers of its customers to governments and municipalities for use in their emergency alert outbound calling systems.

NOTE: For non-published service rates, see Part 12, Section 1 of this Guidebook.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.9 TERMINATION OF SERVICE – CUSTOMER INITIATED****A. MINIMUM PERIOD OF SERVICE**

Exchange service may be cancelled at any time after on month's exchange service charges have been paid.

**2.2.2.10 TERMINATION OF SERVICE – COMPANY INITIATED****A. REASONS FOR TERMINATION**

The service of a customer will not be terminated by the Company for a delinquent bill of the customer's for a different class of service.

**BUSINESS****1. Violation of Guidebook**

Use of service which violates the Company's rules and regulations.

**2. Abuse or Fraud**

The Company has the right at any time to terminate service and refuse to reestablish service to any premises, if it's necessary to do so to protect itself against abuse or fraud. Abuse or fraudulent use of service includes, without limiting the generality of the foregoing, the use of service or facilities without payment of a message toll charge or an exchange service charge. Another form of abuse is an uninterrupted connection of one exchange station to another station within the same exchange which permits the use of facilities in a manner similar to private line service. In an emergency, notice may not be given before termination.

**3. Impairment of Service**

Actual or intended use of equipment or service that causes harm to Company employees, facilities utilized to provide service to other subscribers or the billing mechanism associated with the subscriber or other subscribers. In an emergency, notice may not be given before termination.

**4. Annoyance**

The customer shall not use vile, abusive, or profane language or impersonate any other individual with fraudulent intent over the lines connected to the Company's equipment or apparatus or permit any other individual to do so.

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## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)

#### 2.2.2.10 TERMINATION OF SERVICE – COMPANY INITIATED (Cont'd)

##### A. REASONS FOR TERMINATION (Cont'd)

###### 5. Unlawful Use of Service

The Company shall refuse to establish service for any applicant, and it shall terminate service to a subscriber, whenever it has reasonable cause to believe the use made of to be made of the service is prohibited under any law. A written notice to the Company from any law enforcement stating the service violates the law is sufficient to constitute reasonable cause.

###### 6. Abusive Language by Customers

The company may temporarily disconnect without notice the service of any customer who uses vile, abusive or profane language, or impersonates any other individual with fraudulent intent, over any line connected to the Company's system. If during the period of temporary disconnect the customer demonstrates that the conduct referred to above has ceased, and pays all applicable charges to restore service, the company must reconnect service within 5 days following payment of the restoration charges. If there is a recurrence of the act or acts which resulted in the temporary disconnect, the Company may disconnect the customer on a permanent basis without notice. The customer can then reapply for new service after signing an affidavit that the conduct will not occur.

##### RESIDENCE – Termination with Notice

The Company will give written notice of its intent to terminate service to customers at least 5 business days before the date of termination by U.S. Mail to customer's last known mailing address and will make a reasonable effort to notify any co-signer or guarantor of the customer or a third-party as designated by the customer.

Failure of the customer or any co-signer to pay a delinquent bill or any installment due on such a bill; including a bill for service received:

- a) at a previous location; or
- b) if the customer received service at more than one location, at any such location.

Failure of the customer or any guarantor to pay any required deposit or connection fee or any installment due on either.

Failure of customer to pay toll charges appearing on the bill, unless the customer has filed a complaint with the Public Utilities Commission of Nevada Consumer Division to dispute the toll charges and is following the requirements of Part 2, Section 2.3.2.J.A.3 of this Guidebook.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.10 TERMINATION OF SERVICE – COMPANY INITIATED (Cont'd)****A. REASONS FOR TERMINATION (Cont'd)****RESIDENCE – Termination Without Prior Notice**

The Company will terminate service to customer without prior notification for any of the following reasons.

**1. Impairment of Service**

Actual or intended use of equipment or service that causes harm to Company employees, facilities utilized to provide service to other subscribers or the billing mechanism associated with the subscriber or other subscribers.

**2. Abusive Language by Customers**

The Company may temporarily disconnect without notice the service of any customer who uses vile, abusive or profane language, or impersonates any other individual with fraudulent intent, over any line connected to the Company's system. If during the period of temporary disconnect the customer demonstrates that the conduct referred to above has ceased, and pays all applicable charges to restore service, the company must reconnect service within 5 days following payment of the restoration charges. If there is a recurrence of the act or acts which resulted in the temporary disconnect, the Company may disconnect the customer on a permanent basis without notice. The customer can then reapply for new service after signing an affidavit that the conduct will not occur.

**3. Violation of Guidebook**

Use of service which violates the Company's rules and regulations.

**B. TERMINATION OF SERVICE – MINIMUM PERIODS**

The minimum period for which service is provided and for which rates and charges are applicable for a service is one month unless the customer ordered under a Term Pricing Plan, in which case the minimum period is the term of the plan selected. When a service is discontinued prior to the expiration of the minimum period or the Term Pricing Plan, charges are applicable, whether the service is used or not.

1. When a service with a one month minimum period is discontinued prior to the expiration of the minimum period, a one month charge will apply at the rate level in effect at the time service is discontinued.
2. On services ordered under a Term Pricing Plan, see the service specific rules for the termination liability provisions.
3. Provisions for termination of services provided under an individual case basis arrangement will be contained in the agreement for such service.



**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.11 ESTABLISHMENT OF CREDIT****A. CREDIT RECORD ESTABLISHMENT**

Each Applicant for service will be required to provide evidence of their current ability to pay, and will be required to establish credit under any one of the following provisions.

1. The Applicant has been a customer of the Company or any other telephone company in the continental United States and the Company can verify that during the last 12 months. The Applicant paid all telephone bills covered by applicable tariffs or guidebooks, without having been temporarily or permanently terminated for nonpayment. (N)
2. The Applicant is owner or co-owner of the premises to be serviced by the Company. Mobile homes will qualify under this provision providing the applicant is owner or co-owner of property on which the mobile home is situated. Proof of ownership will be the responsibility of the applicant.
3. The Applicant for residence service has been continuously employed by his present employer (including military) for a period of one year or more, or is retired on pension.
4. The Applicant pays a deposit to the company as described in Part 2, Section 2.3.3.4 of this Guidebook.
5. The Applicant can demonstrate credit worthiness in any other manner satisfactory to the Company.
6. Applicant's credit is otherwise established as a matter of Nevada law.

New applicants for service who do not provide credit information satisfactory to the Company, or subscribers requesting additional service who do not establish satisfactory credit records with the Company as specified above, shall establish service as covered under D. below.

**B. FAILURE TO MAINTAIN ACCEPTABLE CREDIT**

A subscriber's service may be temporarily or permanently terminated for failure to maintain acceptable credit. If acceptable credit is not maintained, the subscriber shall be required to make a deposit or to increase his deposit or otherwise establish his credit as specified in A. above.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.11 ESTABLISHMENT OF CREDIT (Cont'd)****B. FAILURE TO MAINTAIN ACCEPTABLE CREDIT (Cont'd)****RESIDENCE –**

A customer may be required to pay a deposit or the balance of a deposit or increase his deposit if he is unable to establish or maintain credit as set forth in Sections A and C of this Guidebook.

The amount of this deposit shall be calculated in the manner specified in Part 2, Section 2.3.3.A of this Guidebook.

If a customer elects to receive Call Restriction Service (Part 8, Section 2 of this Guidebook) where available, any service deposit is waived, until such time as the customer either pays the deposit, as calculated using the method set forth in Part 2, Section 2.3.3.A of this Guidebook, or establishes satisfactory credit with the Company for 12 consecutive months.

A customer's service may be terminated for the reasons and in the manner described in Part 2, Section 2.2.9.A of this Guidebook.

**C. REESTABLISHMENT OF CREDIT**

A subscriber or applicant whose service has been terminated temporarily or permanently shall be required to pay any unpaid balance due the Company for service furnished according to applicable Guidebook regulations, a service connection charge when applicable, and to reestablish credit as specified in D. below before service is restored.

**D. TEMPORARY SERVICE, SPECULATIVE PROJECTS OR SERVICE TO ACCOUNTS OF A FINANCIALLY HAZARDOUS NATURE**

For temporary service, service to speculative projects or service to accounts of a financial hazardous nature, applicants or customers shall fulfill one of the following provisions:

1. BUSINESS – The applicant makes a cash deposit with the Company in the amount of twice the estimated periodic bill for the requested services.
2. BUSINESS – The applicant has his account guaranteed by another customer who has already established a satisfactory credit record with the Company.
3. BUSINESS – The applicant posts with the Company an appropriate bond, the face amount of which is equal to the cash deposit that would have otherwise been required.

**2.2. GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.2 ESTABLISHING AND FURNISHING SERVICE (Cont'd)****2.2.2.11 ESTABLISHMENT OF CREDIT (Cont'd)****D. TEMPORARY SERVICE, SPECULATIVE PROJECTS OR SERVICE TO ACCOUNTS OF A FINANCIALLY HAZARDOUS NATURE (Cont'd)**

4. **BUSINESS AND RESIDENCE** – In addition, an applicant for service may be required to pay to the Company in advance or otherwise, as the Company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of service by the Company.

These regulations do not limit the right of the Company to collect from the customer any additional sum of money as authorized by tariff or guidebook which may become due and payable from the customer for service provided.

(N)

Applicants or customers shall be required to disclose the names of any persons, residing at the same address and having access to the telephone service applied for, who have been customers of record of the Company. The previous usage and payment record of such persons shall be taken into consideration in determining the estimated periodic usage.

5. **RESIDENCE** - An applicant for services, or a customer with unsatisfactory credit, in lieu of a deposit may elect to have Call Restriction (Part 8, Section 2 of this Guidebook) added to their account until such time as the customer either pays the deposit, as set forth in Part 2, Section 2.3.3.A of this Guidebook, or is able to establish credit worthiness as set forth in Part 2, Section 2.2.12 of this Guidebook.

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## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.3 PAYMENT FOR SERVICE

#### 2.2.3.2 PAYMENT OF BILLS

##### A. GENERAL

1. Bills for telephone service are due and payable upon presentation and become past due on the due date specified on the bill, or if no due date is specified, 15 days after presentation. For eBill, presentation occurs when the e-mail is sent to a customer informing them that the bill is ready to be viewed and to be paid online.

If the last day for payment before the past due date falls on a Sunday, Legal holiday, or another day on which the office of the Company used for the payment of bills is closed, the last day for payment becomes the next business day.

2. Payments may be made at the office of the Company, to a duly authorized collector of the Company, or by depositing payment with the U.S. Postal Service for delivery by first class mail. Payments may also be accepted by credit cards, online, or any other method acceptable to the Company. The Authorized collector can charge a transaction fee of \$1.00 for processing payments. Payments may also be accepted by credit cards, online, or any other method acceptable to the Company.
3. Payment of charges for moves and changes and other nonrecurring charges may be required prior to completion of the work.

##### B. BILLING PERIOD

Except as otherwise stated, the regular billing period will be one month.

##### C. TEMPORARY TERMINATION OF SERVICE FOR NONPAYMENT

Telephone service furnished to a customer may be discontinued for the nonpayment of a bill for service, provided the bill has not been paid within 15 days after presentation, except the discontinuance may be in less than 15 days, when in the judgment of the Company, the account is of a financially hazardous nature.

Service temporarily terminated on the Company's initiative will be charged for according to the regular rates for a period not to exceed fifteen (15) days subsequent to the date of temporary termination.

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## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.3 PAYMENT FOR SERVICE (Cont'd)

#### 2.2.3.2 PAYMENT OF BILLS (Cont'd)

#### D. RESTORATION-RECONNECTION CHARGE FOR SERVICE TEMPORARILY DISCONNECTED DUE TO NONPAYMENT

1. If the Company temporarily suspends service to a customer because of non-payment and the customer or an entity on behalf of the customer pays the Company an amount sufficient to resume service, the Company will resume service to the customer within 24 hours from the time payment was received by the Company. If the payment is received by the Company on a Friday, Saturday or Sunday, or legal holiday, service will resume by the end of the next business day.
2. The Company will collect a reconnection charge when restoring service, which has been temporarily disconnected for nonpayment of bill. The applicable reconnection charges are in Part 3, Section 1 of this Guidebook.
3. Service will be restored immediately upon a determination that failure to resume service would be especially dangerous to the health of the customer, or any person who is a permanent resident of the customer's premises where the service is provided.

#### E. RENDERING OF BILLS

##### 1. Flat Rate Exchange Service

Bills for flat rate exchange service for the period specified in the rate schedule may be rendered at the beginning of the billing period and may be rendered monthly, fortnightly, weekly or at other intervals as may be considered necessary, and are due and payable on presentation.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.3 PAYMENT FOR SERVICE (Cont'd)****2.2.3.2 PAYMENT OF BILLS (Cont'd)****E. RENDERING OF BILLS (Cont'd)****2. Measured Exchange Service**

Bills for measured exchange service, except charges for local messages, for the period specified in the rate schedule may be rendered in advance on a monthly, fortnightly or weekly basis or at other intervals as may be considered necessary, and are due and payable on presentation. Charges for local messages will be rendered in arrears.

**3. Coin Box Exchange Service**

Bills for coin box exchange service for the period specified in the rate schedule may be rendered in arrears either monthly, fortnightly, weekly or at other intervals as may be considered necessary and are due and payable on presentation.

**4. Toll Service**

Bills for toll service may be rendered in arrears either monthly, fortnightly, weekly or at other intervals as may be considered necessary and are due and payable on presentation.

**F. CREDIT CARD PAYMENT FOR RECURRING OR NONRECURRING CHARGES**

1. Payment of recurring or nonrecurring charges for residence and business service may be made with an authorized credit card. The credit cards may be used in Public Office and may also be accepted by other means as designated by the Company. Credit cards accepted will be determined by the Company.

2. Payment with an authorized credit card is conditional.

If all or any portion of an amount paid by credit card is not honored, the Company may bill the unpaid amount to the customer's subsequent or existing service. The customer's implied consent is assumed by the Company. Nonpayment of the amount so billed will constitute nonpayment of the monthly bill and will be subject to termination service.

If all or a portion of the amount paid with a credit card must be refunded by the Company, the refund may be made at the Company's option by check or draft, as credit to the customer's monthly telephone bill, or as a credit to the credit card account.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.3 PAYMENT FOR SERVICE (Cont'd)****2.2.3.2 PAYMENT OF BILLS (Cont'd)****F. CREDIT CARD PAYMENT FOR RECURRING OR NONRECURRING CHARGES (Cont'd)****3. Electronic Billing (eBill)<sup>1</sup>****a. DESCRIPTION**

eBill is a voluntary, optional online billing service, which allows customers to view, pay<sup>2</sup> and print phone bills online. With this easy, secure and free service customers can pay their bill, review as many as 6 months worth of past bills and even e-mail a service representative with a question. If a customer needs a paper copy of the bill, they can print it at any time. Once enrolled, the customer can view, pay and print the bill in approximately 5 to 45 days, depending on the billing cycle. A paper bill will not be sent to the customer, instead the customer will receive an e-mail message each month informing them that the bill is ready to be viewed and to be paid online which will begin the 15-day legal notice period. The customer will agree to specific terms and conditions when registering for eBill.

All applicable Guidebook rules apply to the extension of this billing feature. The customer has the responsibility to notify the Company of any e-mail address change.

A payment made via on-line services will also be regulated by all applicable Guidebook regulations regarding payments. Customers with both AT&T Nevada and AT&T California access lines will be presented AT&T Nevada Terms and Conditions if the customer's primary line is an AT&T Nevada access line. Additional terms and conditions for eBill will be provided to the customer at the time the customer activates service and are available upon request.

These charges apply to eBill wherever other billing references occur within applicable Guidebook regulations.

Note 1: Residential and business customers. Customers may subscribe to eBill where available.

Note 2: Limited to online payments from checking or savings accounts, or by one-time check by phone or credit card payment by phone with a customer service representative. A recurring credit card payment or other method may be offered when available.

2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2.3 PAYMENT FOR SERVICE (Cont'd)

2.2.3.2 PAYMENT OF BILLS (Cont'd)

G. UNDER AND OVERCHARGES

1. A bill shall not include any previously unbilled charges for intrastate services furnished prior to three months immediately preceding the date of the bill with the following exceptions:
  - a. One year for private line new installations and service changes;
  - b. One year for private line multi-point channels;
  - c. Construction, installation or monthly charges based on actual costs; and
2. Where an account has both overcharges and undercharges for service, and the difference between the overcharges and undercharges for the periods the errors occurred results in an overcharge, the amount of the difference will be credited to the customer's account. If the difference results in an undercharge, the amount of the difference will be billed to the customer in accordance with G.1 above.



## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

## 2.2.3 PAYMENT FOR SERVICE (Cont'd)

## 2.2.3.2 PAYMENT OF BILLS (Cont'd)

## H. RETURNED CHECK CHARGE

1. This charge applies to subscriber check payments that have been presented to the bank for payment and have been returned to the Company unpaid.
2. Upon written advice received from the subscriber's bank of error, any charges imposed under this Guidebook will be reversed.
3. Any charges imposed here become due and payable with the next regular billing and are subject to Termination of Service for non-compliance with the Company's regulations as specified in Part 2, Section 2.2.9 of this Guidebook.
4. Check return charge

	<u>Non-recurring Charge</u>
- Each check returned	\$25.00

## I. LATE PAYMENT CHARGE – ALL SERVICES

Residence – A late charge of \$6.50 plus 0.01% is applicable to an unpaid live balance greater than \$5.00 carried forward from one month's bill to the next. The charge is applied to the unpaid amount carried forward and is included in the total amount of the current bill.

(C)(I)

Business – A late charge of 1.5% is applicable to an unpaid live balance greater than \$5.00 carried forward from one month's bill to the next. The charge is applied to the unpaid amount carried forward and is included in the total amount of the current bill.

## J. DISPUTING CHARGES

## A. Regulations

1. The Company will promptly investigate any customer initiated dispute on billing, charges or service. If the customer requests a report in writing, the Company will provide it. Upon an adverse determination by the Company, it shall inform the customer of his right to file a complaint with the Public Utilities Commission of Nevada Consumer Division.

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2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2.3 PAYMENT FOR SERVICE (Cont'd)

2.2.3.2 PAYMENT OF BILLS (Cont'd)

J. DISPUTING CHARGES (Cont'd)

A. Regulations (Cont'd)

2. If the customer files a complaint with the Public Utilities Commission of Nevada, the customer may be required by the Company to pay any disputed amount to the Company pending resolution of the complaint unless the Company agrees to waive the requirement. If such payment is made, the Company will refund any money found by the Commission to have been charged improperly.
3. If a customer fails to pay disputed toll charges and files a complaint with the Public Utilities Commission of Nevada, the Company shall continue to furnish local service to the customer pending resolution of the dispute if the customer, a. brings current all outstanding charges for local service; and b. agrees to add Call Restriction service as specified in Part 8, Section 2 of this Guidebook at the current Rates and Charges.

If the Commission resolves the complaint in favor of the customer, the Company shall reimburse the customer for:

- (a) Any disputed charges which the customer paid to the Company and which are resolved by the complaint;
- (b) Any rates and charges for Call Restriction which the customer paid to the Company and which are related to the complaint; and
- (c) Any other amounts which the customer paid to the Company and which are related to the complaint.

If the Commission resolves the complaint against the customer, the customer shall pay the toll charges it owes the Company, and the Company will transfer such charges to the appropriate toll provider.

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A2. GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.3 PAYMENT FOR SERVICE (Cont'd)

2.3.3 DEPOSITS

A. AMOUNT OF DEPOSIT

The amount of any deposit required will not exceed:

1. In the case of a customer with unsatisfactory credit, where actual usage can be determined, twice the amount of the customer's actual monthly bill for services, including toll service;
2. In the case of any elderly customer who qualifies for ULTS Link-up Service, unless subsection 1., above, applies 50 percent of the amount established pursuant to 3., following;
3. For all other cases, \$100 or an amount equal to twice the average estimated monthly bill for service.

B. RETURN OF DEPOSIT – INTEREST ON DEPOSIT

Business – the Company will return deposits in compliance with 1. and 2. following:

Residence – the Company will refund deposits in compliance with 1.a., 1.b., 2 and 3. following:

1. Deposits collected in connection with temporary service, service to speculative projects or service to accounts of an unusually financially hazardous nature will be refunded to the applicant or subscriber in accordance with the following provisions.
  - a. When the service is terminated, except when there are charges due the Company, the deposit with interest will be applied to the charges and excess portion of the deposit plus interest will be returned.
  - b. When an application is cancelled prior to the establishment of service unless there are charges due the Company, the deposit with interest will be applied to the charges and the excess portion of the deposit plus interest will be returned.
  - c. When in the opinion of the Company the account no longer appears to be one of an unusually financially hazardous nature and all bills have been paid according to these provisions the deposit with interest will be returned.
2. The Company will pay interest on deposits at the rate set forth semi-annually by the Public Utilities Commission in accordance with Nevada Revised Statute (NRS) 704.655, from the date of deposit until the date of settlement or withdrawal of deposit. Where the deposit remains for a period of one year or more and the person making the deposit continues to be a subscriber, the interest on the deposit at the end of the year shall be either paid in cash to the depositor or applied to the depositor's account, as the depositor may desire.
3. If a deposit has been paid and the customer has established a record of timely payments for 12 consecutive months, the deposit plus interest on the deposit as set forth in subsection. B.2, above, will be returned to the customer.

2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2.3 PAYMENT FOR SERVICE (Cont'd)

2.2.3.4 ADJUSTMENT OF CHARGES

A. GENERAL

1. For the purpose of administering billing with respect to the determination of charges for a fractional part of a month, billing adjustments and allowances for interruptions, every month is considered to have thirty days.
2. When the period for which service is taken is less than one month in the case of service normally furnished on a monthly basis, the total fixed charge will not be less than the minimum fixed charge for one month's service.

**A2. GENERAL REGULATIONS – CONDITIONS OF OFFERING****2.3 PAYMENT OF SERVICE (Cont'd)****2.3.5 PAYMENT PLANS (Cont'd)****C. INSTALLMENT BILLING**

Business – the Company will offer installment billing of nonrecurring charges with interest in compliance with C.1.a. and C.1.b. following.

Residence – the Company will offer installment billing of nonrecurring charges and deposits in compliance with Nevada law and C.1.a. and C.1.b. following.

**1. Installment Billing of nonrecurring charge with interest:**

- a. When credit has been established as set forth in this guidebook and the customer agrees, a nonrecurring charge may be billed by the Company in three or six equal consecutive monthly installments with interest at the rate of 1.0% per month of the unpaid balance. (C)
- b. A late payment charge as set forth in Part 2, Section 2.3.2 is applicable to an unpaid live balance carried forward from one month's bill to the next. The charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill.
- c. Nonrecurring charges as defined in preceding statement 1.b. for Universal Lifeline Service recipients as outlined in Part 4, Section 4 may be billed by the Company in three or six equal consecutive monthly installments with interest at the rate of 1.0% per month on the unpaid balance. (C)

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

## 2.2.4 LIABILITY OF THE COMPANY

## 2.2.4.1 SERVICE LIABILITIES

## A. APPLICABILITY

This section applies to any and all services or facilities furnished by the Company subject to the notification set forth in the Preface.

## B. REGULATIONS

1. The liability, if any, of the Company arising out of or in any way connected with any defect, error, omission, delay, interruption, suspension or other failure in connection with furnishing service or facilities shall, unless otherwise provided in the tariff schedules or guidebook, be in an amount not in excess of the charge for the service or facility involved for the period during which the defect, error, omission, delay, interruption, suspension or other failure continues. (C)

The Company shall be liable for loss or damage that may occur in the course of employment of any messenger not to exceed twenty times the charge for such messenger service and shall be liable for loss or damage that may occur in the transmission or delivery of any message over its lines not to exceed the amount received for sending same.

2. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the line of the Company and its connecting companies in view of the possibility of errors and the impossibility of fairly fixing the cause.

## 3. DISCLAIMER OF WARRANTIES AND LIABILITY

- a. LIMITATION OF WARRANTIES. SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) WHICH ARE IMPLIED BY, AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED. COMPANY DOES NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES, TO MAKE A WARRANTY OF ANY KIND ON COMPANY'S BEHALF, AND CUSTOMER AGREES THAT CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENT. COMPANY DOES NOT WARRANT THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR FREE.

CUSTOMER AGREES THAT OPERATION AND USE OF A SERVICE IS AT CUSTOMER'S SOLE RISK. NEITHER COMPANY NOR ANY OF ITS EMPLOYEES, AFFILIATES, SUBSIDIARIES, ASSIGNEES OR AGENTS SHALL HAVE ANY LIABILITY FOR THE OPERATION, USE OR MALFUNCTION OF ANY SERVICE, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LIABILITY. CUSTOMER AGREES THAT CUSTOMER WILL NOT IN ANY WAY HOLD COMPANY RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH ANY SERVICE.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.4 LIABILITY OF THE COMPANY (Cont'd)

2.2.4.1 SERVICE LIABILITIES (Cont'd)

B. REGULATIONS (Cont'd)

- b. LIMITATION OF LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, CUSTOMER'S SOLE REMEDY FOR LOSS OR DAMAGE CAUSED BY OPERATION OR USE OF ANY SERVICE OR FOR DELAY, MALFUNCTION OR PARTIAL OR TOTAL NONPERFORMANCE OF ANY SERVICE UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER UNDER STATUTE OR IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE PAYMENT OF AN AMOUNT NOT IN EXCESS OF THE CHARGES PAID OR PAYABLE BY CUSTOMER TO AT&T FOR SUCH SERVICE FOR THE PERIOD SUCH FAILURE, DELAY OR NONPERFORMANCE OCCURRED; PROVIDED, HOWEVER, IF IT IS DETERMINED THAT COMPANY'S NEGLIGENCE CAUSED INJURY TO A PERSON OR DAMAGE TO PROPERTY, COMPANY WILL BE LIABLE FOR NO MORE THAN THE LESSER OF THE AMOUNT OF DIRECT DAMAGES TO THE PERSON OR PROPERTY FOR WHICH COMPANY IS FOUND RESPONSIBLE OR ONE THOUSAND DOLLARS (\$1,000). CUSTOMER ACKNOWLEDGES THAT ALL SERVICE IS OF SUCH A NATURE THAT ANY MESSAGE MAY BE LOST FOR MANY REASONS, INCLUDING, BUT NOT LIMITED TO DIALING ERRORS, POWER FAILURES, MALFUNCTIONING OF WIRELINE AND/OR WIRELESS TELEPHONE/COMMUNICATIONS SERVICES AND EQUIPMENT AND ELECTRONIC INTERFERENCE. COMPANY SHALL NOT BE LIABLE FOR ANY REASON WHATSOEVER TO CUSTOMER FOR LOSS OF USE FOR ANY OF THE SERVICES, THE CONTENT OF ANY MESSAGE, ANY FAILURE OR DELAY IN THE TRANSMISSION OR RECEIPT OF ANY MESSAGE, OR ANY INTERCEPTION, UNAUTHORIZED DISCLOSURE OR OTHER UNAUTHORIZED USE OF A MESSAGE. CUSTOMER AGREES THAT IN ALL CIRCUMSTANCES COMPANY AND ITS SUPPLIERS AND/OR MANUFACTURERS SHALL NOT BE LIABLE FOR LOST PROFITS, LOSS OF INFORMATION, LOSS OF SIGNAL, OR TOLL FRAUD. COMPANY SHALL HAVE NO LIABILITY WHATSOEVER TO YOU OR ANY THIRD PARTY FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY COMPANY SERVICE. THIS EXCLUSION OF DAMAGES ENCOMPASSES, WITHOUT LIMITATION, LOSS OF BUSINESS OR REVENUES; LOSS OF DATA; LOSS OF USE OF ANY ASSOCIATED DEVICES; COSTS OF CAPITAL; SUBSTITUTE SERVICES OR REPLACEMENT SERVICES; DOWNTIME COSTS; AND CLAIMS BY CUSTOMER OR CUSTOMER'S USERS FOR SUCH DAMAGES. THIS APPLIES WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN. THIS EXCLUSION OF DAMAGES ALSO APPLIES, WITHOUT LIMITATION TO CUSTOMER'S INABILITY TO USE OR ACCESS THE NETWORK OR OTHER AT&T FACILITIES, OR ANY PART THEREOF, EITHER SEPARATELY OR IN COMBINATION WITH OTHER COMMUNICATION FACILITIES, OR IN CONNECTION WITH ANY SERVICE PERFORMED OR NOT PERFORMED BY COMPANY OTHER THAN UNDER THIS AGREEMENT, OR A THIRD PARTY.

EXCEPT WHERE PROHIBITED BY LAW, COMPANY WILL IN NO EVENT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR CONNECTED TO THE PROVISION, OPERATION OR USE OF SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE, ERROR, MISTAKE OR OMISSION ON THE PART OF AT&T OR ITS AFFILIATES, SUBSIDIARIES, EMPLOYEES, AGENTS OR SUPPLIERS), STRICT LIABILITY OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CUSTOMER SPECIFICALLY AGREES THAT COMPANY SHALL NOT BE LIABLE FOR THESE TYPES OF DAMAGES ARISING OR RESULTING FROM ANY ACCIDENT OR INJURY CAUSED BY OPERATION OR FAILURE OF ANY SERVICES. CUSTOMER ACKNOWLEDGES THAT THE PRICING OF SERVICES UNDER THIS AGREEMENT REFLECTS THE INTENT OF THE PARTIES TO LIMIT COMPANY'S LIABILITY AS PROVIDED HEREIN.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.4 LIABILITY OF THE COMPANY (Cont'd)

## 2.2.4.1 SERVICE LIABILITIES (Cont'd)

## B. REGULATIONS (Cont'd)

- c. IN THE EVENT THAT THE LIMITATIONS OF LIABILITIES OR REMEDIES AVAILABLE AS SET FORTH IN THIS AGREEMENT, OR ANY PORTIONS THEREOF, ARE FOUND UNENFORCEABLE FOR ANY REASON, OR THAT ANY OF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL FOR OR OF THEIR ESSENTIAL PURPOSE, CUSTOMER EXPRESSLY AGREES THAT UNDER NO CIRCUMSTANCES SHALL COMPANY'S TOTAL LIABILITY TO CUSTOMER OR ANY PARTY CLAIMING BY, THROUGH OR UNDER CUSTOMER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN THE AGGREGATE, EXCEED THE AMOUNT OF CHARGES PAID BY CUSTOMER FOR ANY SERVICES UNDER THIS AGREEMENT.
  - d. NOTHING IN THIS SECTION LIMITS ACTUAL DAMAGES THAT ARE CONCLUSIVELY DETERMINED TO BE THE DIRECT RESULT OF COMPANY'S WILLFUL OR INTENTIONAL MISCONDUCT.
4. FORCE MAJEURE

Company will not be held responsible for any delay or failure in performance of any Service or of any of these terms or conditions, if applicable, caused by accident or casualty, fire, flood, lightning, meteorological phenomenon, power failure, severe weather, explosion, declared or undeclared war or armed conflict, national, state or local emergencies, civil disobedience, delay in transportation, failure of suppliers to deliver equipment, shortage of labor or materials, strike or other concerted acts of workers (whether of Company or others), embargo, government requirement or other civil or military authority, act of terrorism, act of God, or unnamed events or acts otherwise known as force majeure, acts of any third party, or other similar causes beyond our control, which prevent or hinder the delivery of any Service ("Condition"). If any such Condition occurs, Company may elect to immediately terminate any Service without notice.

## 5. INDEMNIFICATION LIABILITY OF THE CUSTOMER

Customer agrees to defend, indemnify and hold harmless Company, its employees, officers, directors, affiliates, subsidiaries, assignees and agents, from and against any and all claims, demands, actions, causes of action, suits, proceedings, losses, damages, costs and expenses, including reasonable attorneys' fees, arising from or relating to any use of a Service, or any act, error, or omission in connection therewith by Customer or any person Customer authorizes or permits to use any Service, including but not limited to: matters relating to incorrect, incomplete or misleading information; defamation; libel; slander; invasion of privacy; identity theft; infringement of a copyright, trade name, trademark, service mark, or other intellectual property; any defective product or Service or for any injury or damage to person or property caused by any service sold or otherwise distributed through or in connection with a Service; or violation of any applicable law or regulation; provided, however, such claims are not based on Company's willful misconduct or gross negligence. This provision will continue to apply after the cancellation of Services.



**2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING****2.2.4 LIABILITY OF THE COMPANY (Cont'd)****2.2.4.2 MAINTENANCE AND REPAIR****A. APPLICABILITY**

This section applies to any and all services or facilities furnished by the Company subject to the notification set forth in the Preface.

**B. REGULATION**

1. The authorized employees of the Company shall have access to customer's premises at any reasonable hour for any purpose reasonably pertinent to the provision of telephone service, to make collection from coin boxes, or upon termination or cancellation of service, to remove all equipment, facilities and lines which were provided by the Company.
2. The Company shall own, furnish, and maintain all facilities, including network terminating wiring, protective apparatus, and other equipment necessary to provide telephone service, except as may be otherwise specified in the rate schedules. All facilities provided shall conform to the established construction standards of the Company.
3. All equipment furnished by the Company in connection with a customer's service shall be carefully used and only duly authorized employees of the Company shall be allowed to connect, disconnect, move, change, or alter in any manner, any or all equipment.
4. Whenever commercial power or its equivalent is required to operate services or facilities provided by the Company at the customer's premises, the customer shall:
  - (1) Furnish such power which shall be suitable for the purpose;
  - (2) Provide and maintain all necessary power wiring, power outlets, and backup power sources in a suitable location and in a safe and working fashion; and
  - (3) Allow the Company access to the power supply, if necessary.

In the event of a power failure, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet.

2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

2.2.4 LIABILITY OF THE COMPANY (Cont'd)

2.2.4.3 DIRECTORY ERRORS OR OMISSIONS

A. REGULATION

The Company shall not be liable for error or omissions in its Listing Information System (C)  
and/or telephone directories, where available. Telephone directories, where available (C)  
containing the listings of subscribers within a specified area, issued from time to time by the  
Company are and remain the property of the Company. They shall not be mutilated and shall  
be surrendered upon request to the carrier who delivers the subsequent issue.

2.2.4.4 LOST OR DAMAGED EQUIPMENT

A. REGULATION

The subscriber will be held responsible for loss of or damage to any equipment or apparatus  
furnished by the Company, unless the loss or damage is due to causes beyond his control.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.4 LIABILITY OF THE COMPANY (Cont'd)

## 2.2.4.5 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS

Provisions regarding credit allowance for service interruptions can be found under a specific service in the Catalog. If the Catalog does not contain provisions regarding credit allowance for service interruption in regards to high capacity service, the following will apply.

1. A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Guidebook, or in the event that the protective controls applied by the Company result in the complete loss of service by the customer. An interruption period starts when inoperative service is reported to the Company and ends when the service is operative.
2. In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the customer, shall be as follows:
  - a. No credit shall be allowed for an interruption of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility or service for each period of 30 minutes or major fraction thereof that the interruption continues. The monthly charges used to determine the credit shall be as follows:
    - (1) For two-point services, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., two channel terminations, channel mileage and optional features and functions).
    - (2) For multipoint services, the monthly charge shall be only the total of all the monthly rate element charges associated with that portion of the service that is inoperative (i.e., a channel termination per customer premises, channel mileage and optional features and functions).
    - (3) For multiplexed services, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service that is inoperative. When the facility which is multiplexed or the multiplexer itself is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with the service (i.e., the channel termination, channel mileage or Direct Trunked Transport and optional features and functions on the individual services from the hub). When the service which rides a channel of the multiplexed facility is inoperative, the monthly charge shall be the total of all the monthly rate element charges associated with that portion of the service from the hub to a customer premises or end office (i.e., channel termination, channel mileage, Direct Trunked Transport and optional features and functions).

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.4 LIABILITY OF THE COMPANY (Cont'd)

## 2.2.4.5 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Cont'd)

- (4) For two-point services, when monthly rates are applicable, the credit shall be at the rate of  $\frac{1}{8640}$  of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
- (5) For two-point services, when daily rates are applicable, the credit shall be at the rate of  $\frac{1}{288}$  of the daily charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues.
- (6) For multipoint services, when monthly rates are applicable, the credit shall be at the rate of  $\frac{1}{8640}$  of the monthly charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
- (7) For multipoint services, when daily rates are applicable, the credit shall be at the rate of  $\frac{1}{288}$  of the daily charges for all channel terminations, channel mileages and optional features and functions that are inoperative for each period of 5 minutes or major fraction thereof that the interruption continues.
- (8) For multipoint services, the credit for the monthly or daily charges includes the charges for the distribution amplifier only when the distribution amplifier is inoperative.
- (9) When two or more interruptions occur during a period of 5 consecutive minutes, such interruptions shall be considered as one interruption.
- (10) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed the greatest of (a) any monthly rates or (b) the assumed minutes of use charge for the service in any one month billing period.
- (11) Any period during which the error performance is below that specified for the service will be considered as an interruption.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.4 LIABILITY OF THE COMPANY (Cont'd)

2.2.4.5 CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS (Cont'd)

3. No credit allowance will be made for:

- a. Interruptions caused by the negligence of the customer.
- b. Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- c. Interruptions of a service during any period in which the Company is not afforded access to the premises where the service is terminated.
- d. Interruptions of a service when the customer has released that service to the Company for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service, during the time that was negotiated with the customer prior to the release of that service. Thereafter, a credit allowance as set forth above applies.
- e. Interruptions of a service which continue because of the failure of the customer to authorize replacement of any element of special construction. The period for which no credit allowance is made begins on the seventh day after the customer receives the Company's written notification of the need for such replacement and ends on the day after receipt by the Company of the customer's written authorization for such replacement.
- f. periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.
- g. Periods of temporary discontinuance as set forth Service Effecting Activities preceding.
- h. An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.6 SPECIAL TAXES, FEES, CHARGES

#### A. GENERAL

Rate schedules of the Company do not include any portion of business license taxes, franchise fees, or other taxes imposed by federal, state, or local taxing authorities on telecommunications services provided by the Company.

#### B. APPLICABILITY

Amounts equivalent to the taxes where now imposed, or which may hereinafter be imposed, may be billed by the Company to its customers on a pro rata basis. These amounts, to cover such taxes, are exclusive of Federal tax.

#### C. REGULATIONS

Where the tax is levied on a percentage of revenue basis, the tax will be applied to the monthly charges, excluding message charges on bills of customers within the limits of the city, community, or county area.



## 2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

## 2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

**TAXES NOT INCLUDED IN RATES**

<u>County</u>	<u>Amount Added to Bills</u>	<u>/2/</u>
Within the unincorporated Area of Humboldt County	2% commencing with January 1972 bills	
Within the unincorporated Area of Lyon County	5% commencing with July 2009 bills	
Within the unincorporated Area of Clark County	5% commencing with August 16, 1999 bills	
Within the unincorporated Area of Storey County	2% commencing with January 2000 bills	
Within the unincorporated Area of Washoe County	5% commencing with January 2008 bills	
Within the unincorporated Area of White Pine County	2% commencing with August 1, 2006 bills	
Entire Douglas County	2.5% commencing with January 1, 2012 bills	/2/
Entire Churchill County	3% commencing with October 1, 2014 bills	(N)
<b><u>Nevada Modified Business Tax (MBT)</u></b>		
Applied per access Line <sup>1</sup>	\$0.05 (effective December 11, 2003)	

/1/ Pursuant to Section 187 of the 2003 Nevada State legislature Senate Bill No. 8. Applies to each residence access line, business access line, intrastate foreign exchange access line, PBX trunk and key or multi access line, intrastate WATS and 800 service access line, Centrex access line, COPTS and CPICs access line.

/2/ Material previous appeared on Sheet 39.

(C)

(N)



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**A**

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2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

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## 2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.1 SURCHARGE TO PROVIDE TELECOMMUNICATIONS DEVICES AND RELAY SERVICES  
FOR THE SPEECH OR HEARING IMPAIRED (Cont'd)**TAXES NOT INCLUDED IN RATES**

<b><u>Service Type or Description</u></b>	<b><u>Amount imposed per month</u></b>	
Each individual or party line residence access line	\$ 0.07	(I)
Each individual or party line business access line	\$ 0.07	
Each intrastate foreign exchange access line	\$ 0.07	
Each PBX trunk and key or multi access line	\$ 0.07	(I)
Each intrastate WATS and 900 service access line	\$ 0.07	(I)
Each CENTREX access line	\$ 0.07	
Each COPTS access line	\$ 0.07	
Each CPICS access line	\$ 0.07	(I)

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)****2.2.6.2 SURCHARGE ENACTED TO PROVIDE ENHANCEMENT OF EXISTING 911 TELEPHONE SERVICE FOR CERTAIN COUNTIES****A. APPLICABILITY**

This surcharge is for enhancement of the telephone system for reporting an emergency in the county in which the surcharge has been imposed. Authorization of this surcharge is Nevada Revised Statutes (NRS) 244A.7643

As detailed in Chapter 244A of the NRS, the surcharge imposed by a board of county commissioners may not exceed one dollar (\$1.00) each month for each access line or mobile telephone service line to the Company or 10 times the amount of the surcharge imposed for each trunk type line to the Company.<sup>/1/</sup> Surcharges will be placed on foreign exchange access lines by the Company normally (C) rendering the bill to such customers. The Company is not responsible for payment of any uncollected or uncollectible fees pursuant to NRA 244A.7643.

**B. TERRITORY**

Within the territory served and where enacted by the board of county commissioners in the prescribed county.

**C. RATES**

See Part 2, Section 2.2.6.2 of this Guidebook "Taxes not included in Rates"

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/1/ Pursuant to passage of SB 196 on May 25, 2017

(N)

## 2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

## 2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.2 SURCHARGE ENACTED TO PROVIDE ENHANCEMENT OF EXISTING 911 TELEPHONE  
SERVICE FOR CERTAIN COUNTIES (Cont'd)**TAXES NOT INCLUDED IN RATES**

Carson City Municipality and letter from Carson City, dated March 6, 2009.

/1/

Effective November 1, 2017, a surcharge in Carson City of one dollar (\$1.00) per month will be imposed on:

- Each individual residence access line
- Each individual business access line
- Each Carson City foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective November 1, 2017, a surcharge in Carson City of ten dollars (\$10.00) per month will be imposed on:

- Each PBX trunk type line

/2/

Churchill County and Bill 2012-A, Ordinance 111 from Churchill County Commission, dated March 27, 2012.

/3/

Effective June, 1, 2012, a surcharge in Churchill County of 25 cents (\$0.25) per month will be imposed on:

- Each individual residence access line
- Each individual business access line
- Each Churchill County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective June 1, 2012, a surcharge in Churchill County of two dollars and fifty cents (\$2.50) per month will be imposed on:

- Each PBX trunk type line

/3/

/1/ Material now appears on Sheet 43.4 in this Section.

(N)

/2/ Material now appears on Sheet 43.1 in this Section.

(N)

/3/ Material formerly appeared on Sheet 43.1 in this Section.

(N)

## 2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

## 2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.2 SURCHARGE ENACTED TO PROVIDE ENHANCEMENT OF EXISTING 911 TELEPHONE  
SERVICE FOR CERTAIN COUNTIES (Cont'd)**TAXES NOT INCLUDED IN RATES**

Douglas County Ordinance No. 2025-1653 dated April 17, 2025.

(C)

Effective the first full monthly billing cycle after May 1, 2025, a surcharge in Douglas County of one dollar (\$1.00) per month will be imposed on:

(C)

(C)

- Each individual residence access line
- Each individual business access line
- Each Douglas County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective the first full monthly billing cycle after May 1, 2025, a surcharge in Douglas County of ten dollars (\$10.00) per month will be imposed on:

(C)

(C)

- Each PBX trunk type line

Elko County Resolution No. 2021-06 from the Elko County Board of Commissioners; passed and adopted on April 21, 2021.

Effective July 1, 2021, a surcharge in Elko County of one dollar (\$1.00) per month will be imposed on:

- Each individual residence access line
- Each individual business access line
- Each Elko County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective January 1, 2018, a surcharge in Elko County of two dollars and fifty cents (\$2.50) per month will be imposed on:

- Each PBX trunk type line

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.2 SURCHARGE ENACTED TO PROVIDE ENHANCEMENT OF EXISTING 911 TELEPHONE  
SERVICE FOR CERTAIN COUNTIES (Cont'd)

**TAXES NOT INCLUDED IN RATES**

Humboldt County Bill 07-08-19, Ordinance No. 08-05-19a from the Humboldt County Commission, adopted August 5, 2019.

Effective October 1, 2019, a surcharge in Humboldt County of one dollar (\$1.00) per month will be imposed on:

- Each individual residence access line
- Each individual business access line
- Each Humboldt County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective October 1, 2019, a surcharge in Humboldt County of ten dollars (\$10.00) per month will be imposed on:

- Each PBX trunk type line

Lyon County and Bill 17-06, Ordinance 596 from Lyon County Commission, adopted on December 21, 2017. (C)

Effective November 1, 2019, a surcharge in Lyon County of one dollar (\$1.00) per month will be imposed on: (C)(I)

- Each individual residence access line
- Each individual business access line
- Each Lyon County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective November 1, 2019, a surcharge in Lyon County of ten dollars (\$10.00) per month will be imposed on: (C)(I)

- Each PBX trunk type line

## 2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

## 2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.2 SURCHARGE ENACTED TO PROVIDE ENHANCEMENT OF EXISTING 911  
TELEPHONE SERVICE FOR CERTAIN COUNTIES (Cont'd)**TAXES NOT INCLUDED IN RATES**

Mineral County and Bill 261, Ordinance 245A from Mineral County Commission, enacted December 6, 2017. (C)  
(C)

Effective October 1, 2019, a surcharge in Mineral County of one dollar (\$1.00) per month will be imposed on: (C)(I)

- Each individual residence access line
- Each individual business access line
- Each Mineral County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective October 1, 2019, a surcharge in Mineral County of ten dollars (\$10.00) per month will be imposed on: (C)(I)

Each PBX trunk type line whose primary use is in Mineral County (C)

Nye County and Bill 2017-16, Ordinance 524 from Nye County Commission, enacted September 5, 2017.

Effective September 1, 2019, a surcharge in Nye County of one dollar (\$1.00) per month will be imposed on:

- Each access line
- Each mobile telephone service line to each customer whose place of primary use is in Nye County

Effective September 1, 2019, a surcharge in Nye County of ten dollars (\$10.00) per month will be imposed on:

Each trunk type line whose primary use is in Nye County

2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.2 SURCHARGE ENACTED TO PROVIDE ENHANCEMENT OF EXISTING 911 TELEPHONE SERVICE FOR CERTAIN COUNTIES (Cont'd)

**TAXES NOT INCLUDED IN RATES**

Pershing County Ordinance No. 334 and letter from Pershing County dated December 10, 2018. (C)

Effective May 1, 2020, a surcharge in Pershing County of one dollar (\$1.00) per month will be imposed (C)(I) on:

- Each individual residence access line
- Each individual business access line
- Each Pershing County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective May 1, 2020, a surcharge in Pershing County of ten dollars (\$10.00) per month will be imposed on: (C)(I)

- Each PBX trunk type line

Washoe County Code (WCC) Section 65.450, Approved Resolution R18-018 from Washoe County dated March 27, 2018 and effective May 1, 2018.

Effective May 1, 2018, a surcharge in Washoe County of 85 cents (\$0.85) per month will be imposed on:

- Each individual residence access line
- Each individual business access line
- Each Washoe County foreign exchange access line
- Each semi-public access line
- Each mobile telephone service line
- Each CENTREX access line

Effective May 1, 2018, a surcharge in Washoe County of eight dollars and fifty cents (\$8.50) per month will be imposed on:

- Each PBX trunk type line



2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.2 SURCHARGE ENACTED TO PROVIDE ENHANCEMENT OF EXISTING 911 TELEPHONE SERVICE FOR CERTAIN COUNTIES (Cont'd)

**TAXES NOT INCLUDED IN RATES**

White Pine County and Bill 01-28-2015, Ordinance 459 from White Pine County Commission, dated January 27, 2016 and effective September 27, 2016.

/1/

Beginning May 1, 2017, a surcharge in White Pine County of twenty-five cents (\$0.25) per month will be imposed on:

Each access line

Beginning May 1, 2017, a surcharge in White Pine County of two dollars and fifty cents (\$2.50) per month will be imposed on:

Each trunk type line whose primary use is in White Pine County

/1/

/1/ Material formerly appeared on Sheet 43.3 in this Section.

(N)

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

2.2.6.3 SURCHARGE ESTABLISHED TO FUND PAYMENT OF THE NEVADA UNIVERSAL SERVICE FUND (NUSF)

A. APPLICABILITY

This section of the Guidebook is applicable to all retail intrastate end-users for the purpose of recovering contributions to the NUSF. Lifeline customers will be exempt from this surcharge.

Applies to:

Each individual or party line residence access line  
Each individual or party line business access line  
Each CENTREX access line

Primary Rate Interface ISDN (5 times the individual rate)

B. TERRITORY

Within territory served.

C. RATES

See Part 2, Section 2.6.3 of this Guidebook "Taxes not included in Rates"

D. REGULATION

Pursuant to NRS 704.040, the PUCN may provide for the levy and collection of a uniform and equitable assessment, in an amount determined by the PUCN, from all persons furnishing intrastate telecommunication service or the functional equivalent of such service through any form of telephony technology, unless the levy and collection of the assessment with regard to a particular form of technology is prohibited by federal law. Assessments levied pursuant to this subsection must be maintained in a separate fund established the PUCN. The PUCN shall contract with an independent administrator to administer the fund pursuant to open competitive bidding procedures established by the PUCN. The independent administrator shall collect the assessments levied and distribute them from the fund pursuant to a plan which has been approved they the PUCN. Money in the fund must be used for the sole purpose of maintaining the availability of telephone service.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

## 2.2.6.3 SURCHARGE ESTABLISHED TO FUND PAYMENT OF THE NEVADA UNIVERSAL SERVICE FUND (NUSF) (Cont'd)

**TAXES NOT INCLUDED IN RATES – INFORMATIONAL ONLY**

## SURCHARGE ESTABLISHED TO FUND PAYMENT OF THE NEVADA UNIVERSAL SERVICE FUND (NUSF)

Service Type or Description	<u>USOC</u>	<u>Amount per month</u>	
Each individual or party line residence access line	9PSRS	\$1.05	(l)
Each individual or party line business access line	9PSBU	\$1.05	(l)
Each CENTREX access line	9PSCX	\$1.05	(l)
Primary Rate Interface (5 times the individual rate)	9PSP1	\$5.25	(l)

This charge will be applied to customer bills until the needs of the assessment change.

## 2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

## 2.2.6 SPECIAL TAXES, FEES, CHARGES (Cont'd)

## 2.2.6.4 EQUAL ACCESS COST RECOVERY (EACR)

The Equal Access Cost Recovery (EACR) charge was discontinued on September 30, 2008.<sup>/1/</sup>

## 2.2.6.5 Cost Assessment Charge (CAC)

A Cost Assessment Charge is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below. The CAC is established to recover property taxes (from business customers) as well as the ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, Lifeline, or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

<u>Description</u>	<u>USOC</u>	<u>Monthly Rate</u>
Each residence Local Exchange Service line	C8RCC	\$0.22
Each business Local Exchange Service line	C8RCD	\$3.74
Each Primary Rate ISDN (PRI)	C8RCE	\$18.70
Each Centrex Station	C8RCD	\$3.74
Each residence Basic Rate ISDN (BRI)	C8RCC	\$0.22
Each business Basic Rate ISDN (BRI)	C8RCD	\$3.74
Each PBX trunk	C8RCG	\$33.66
Transport services	-	7.00%
- Customized Switched Metro Ethernet (CSME) Service		
- AT&T Switched Ethernet Service		

## 2.2.6.6 Nevada 9-8-8 Suicide Prevention Hotline Fee (C)

A monthly 9-8-8 Suicide Prevention Hotline fee of \$0.35 is assessed on a per access line or per trunk line basis. This fee is established in accordance with Nevada legislation (SB390, passed in 2021) to fund the operations of a suicide prevention and mental health crisis hotline pursuant to the National Suicide Prevention Lifeline program. The amount of the fee is established by the Nevada Board of Health. (C)

/1/ Pursuant to the terms of the Supplemental Settlement Agreement, filed May 10, 2004, In Re the Filing of NEVADA BELL of tariff revisions for approval of a plan to implement IntraLATA Toll Dialing Parity and 0+ and 1+ IntraLATA presubscription, PUCN Docket No. 97-2010.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

## 2.2.7 CUSTOMER PROVIDED EQUIPMENT

## A. REGULATIONS

1. No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, or induction or otherwise, except as provided in the Guidebook regulations. In case any unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend the service during the continuance of attachment or connection, or to terminate the service.
2. The type, class and grade of service required for a subscriber employing customer-provided equipment shall be the same as that required for Company-provided equipment of analogous application and use.
3. Except as otherwise provided in the Guidebook regulations, the following is the maximum number of extension and Private Branch Exchange stations which can adequately be served with business or residence individual line, and Private Branch Exchange service:

## a. Extension Stations

<u>Grade of Service</u>	<u>Maximum Number of Extension Stations Per Service</u>	
	<u>With and Without Bells</u>	<u>Equipped With Bells</u>
Individual Line	6	3
Suburban Line <sup>1</sup>	1	1

## b. Private Branch Exchange Stations

- (1) A maximum number of 7 stations will be furnished with a Private Branch Exchange station line, but only 2 stations of this number will be equipped with bells.
- (2) The above station and bell limitations do not apply with Private Branch Exchange station lines where through signaling between such stations and the Central Office is not provided.

NOTE 1: An extension station with a bell may be provided with Suburban Service.

**2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING****2.2.8 CUSTOMER PREMISES INSIDE WIRE****A. DESCRIPTION**

Applicable to interior wire associate with individual and suburban services.

Customer premises interior wire is that wire (including connectors, blocks and jacks) within a customer's premises that extends between the termination of the exchanges access lines and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the exchanges and toll network.

**B. REGULATIONS**

1. Customer premises interior wire and standard jacks associated with residence and business individual and suburban services will be provided by the customer or applicant (e.g., a contractor, builder or detariffed Company), hereinafter referred to as the "customer".
2. Customer premises interior wire and standard jacks provided by the customer must be in accordance with the Technical Standards as filed with the Public Utilities Commission of Nevada.
3. The Standard Network Interface consists of a miniature modular standard jack installed by the Company on the customer's premises at a location mutually agreeable to the Company and the customer. The normal location of the standard Network interface would be in close proximity to the protector or equivalent in a customer -provided enclosure which normally has outside access from the ground floor and would house the Company and the customer interface arrangements.
4. Customer premises interior wire provided by the customer may be connected to the network at the Standard Network Interface

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERING

### 2.2.8 CUSTOMER PREMISES INSIDE WIRE (Cont'd)

#### B. REGULATIONS (Cont'd)

5. Telephone instruments for individual line and suburban services may be connected by the customer to customer-provided interior wire subject to the rates, charges and conditions as specified the Guidebook.
6. Maintenance of customer premises interior wire will be the responsibility of the customer.
7. After establishment of service, the customer may request a premises visit by the Company to determine if the customer-provided or Company-provided customer maintained interior wire is defective. Where the Company determines that such interior wire is defective but the customer elects not to have the Company repair the defect, a maintenance of service charge as specified in Part 3, Section 1.3 of this Guidebook applies.

The provision of Part 3, Section.1.3 of this Guidebook which states that the Company will not repair customer-provided facilities does not apply in connection with customer-provided interior wire.

8. Where the customer provides, maintains, or attempts to maintain interior wire, the customer assumes the risk of loss of service, damage to property, or death to or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims or damage suites arising out of the customer's wire provision or maintenance activity.

## 2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES

#### 2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS

This section of the Guidebook contains general regulations that apply to private line services and channels. Definitions are included in this section to explain terms and phrases used.

##### Accessories:

Devices which are mechanically attached to, or used with, the facilities furnished by the Company and which are independent of and not coupled acoustically or electrically, either directly or inductively, to the communications path of the exchange or toll network.

##### Authorized User

An "Authorized User" is a person, firm or corporation (other than the customer) on whose premises a station on the private line service or channel is located and who may communicate over the private line or channel according to the terms of the Guidebook. An authorized user must be specifically named in the service contract.

##### Base Rate Area

The term "Base Rate Area" refers to the more closely built up section of the exchange in which the base rates for exchange service apply without mileage charges.

##### Baud

The term "Baud" denotes a unit of signaling speed. It is the reciprocal of the time duration in seconds of the shortest signal element (mark or space) within a code signal. The speed in bauds is the number of signal elements per second.

##### Bridging Connection

The term "Bridging Connection" as used in connection with program transmission channels (Schedule C,D and E) indicates amplifying equipment and services which may be required to connect a station, or an interexchange channel serving a station, at an intermediate point of an interexchange network, or to connect an additional station at a terminal point.



**2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING****2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)****2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS (Cont'd)****Channel**

The term "Channel" denotes a path for electrical transmission between two or more stations, or channel terminations in Company offices furnished by wire, radio or a combination thereof.

The term "Channel" as used in connection with program or video transmission channels also denotes a path for electrical transmission at broadcasting frequencies from one station to another station from which program or video material is rebroadcast or retransmitted.

**Channel Terminal**

The term "Channel Terminal", as used in connection with private line telephone services and channels, private line teletypewriter services and channels, channels for remote metering, supervisory control and miscellaneous signaling purposes, and channels for data transmission, denotes the facilities required for terminating an interexchange channel in a Company office and connecting it to a local loop; and also to the facilities required where, at the request of a customer, such an interexchange channel is terminated in a Company office.

**Communications Systems**

The term "communication Systems" denotes channels and other facilities which when not connected to private line services or channels are capable of two-way communications between customer-provided terminal equipment.

**Connecting Arrangement**

The term "Connecting Arrangement" denotes the equipment provided by the Company to accomplish the direct electrical connection of customer-provided facilities with facilities of the Company, or the direct electrical connection of Company facilities.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

## 2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS (Cont'd)

## Continuous Property

A property owned or leased by the customer or authorized user where all portions may be served without crossing a public thoroughfare or the property of another. Property of a customer or authorized user when divided by a public thoroughfare is considered continuous, provided the customer or authorized user furnished, at his expense, an underground or enclosed overhead passageway suitable for the running of Company facilities between the portions of the property separated by the public thoroughfare.

## Contract

The term "Contract" refers to the service agreement between a customer and the Company under which facilities for communication between specified locations, for designated periods, and for the use of the customer and the authorized users specifically named in the contract are furnished in accordance with the provisions of the Company's Guidebook regulations.

## Coordinating Facilities

The term "Coordinating Facilities" denotes those used for communication between stations on program network to enable the customer to pass information necessary for the proper handling of his programs.

## Customer

The term "Customer" refers to the person, firm, or corporation which is responsible for the payment of charges and the compliance with the rules and regulations of the Company.

## Customer-Provided Terminal Equipment

Denotes devices, apparatus, and their associated wiring, provided by a customer or authorized user, which are used with the network control signaling unit or other station equipment furnished by the Company and does not include customer-provided communications systems.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

## 2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS (Cont'd)

**Data Access Arrangement**

Denotes a protective connecting arrangement for use with the network control signaling unit. The protective connecting arrangement may be located either on the customer's premises and/or, at the Company's option, in the Company's central office.

**Direct Electrical Connection**

Denotes a physical connection of the electrical conductors in the communications path.

**Equalization**

Equalization is the procedure applied to a program transmission channel so that the component frequencies of the program material transmitted have about the same relationship at the two ends of the channel.

**Exchange**

The telephone system, including plant and equipment, by means of which local or exchange service is furnished to subscribers within a defined area, and also by means of which, in conjunction with interexchange plant and equipment, toll or long distance service is furnished.

**Exchange Area**

The area within which any subscriber service by the exchange telephone system may communicate with any other subscriber within that area and served by the same exchange system, without the application of toll rates.

**Hertz**

An electrical term meaning one cycle per second.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS (Cont'd)

Interexchange Channel

The term "Interexchange Channel" applies to that portion of a channel

Direct Electrical Connection

Denotes a physical connection of the electrical conductors in the communications path.

Equalization

Equalization is the procedure applied to a program transmission channel so that the component frequencies of the program material transmitted have about the same relationship at the two ends of the channel.

Exchange

The telephone system, including plant and equipment, by means of which local or exchange service is furnished to subscribers within a defined area, and also by means of which, in conjunction with interexchange plant and equipment, toll or long distance service is furnished.

Exchange Area

The area within which any subscriber service by the exchange telephone system may communicate with any other subscriber within that area and served by the same exchange system, without the application of toll rates.

Hertz

An electrical term meaning one cycle per second.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS (Cont'd)

Network Control Signaling

Denotes the transmission of signals used in the exchange and toll network which performs functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting, coin denominations, coin collect and coin return tones) to control the operation of the central office equipment in the exchange and toll network.

Network Control Signaling Unit

Denotes the terminal equipment furnished, installed and maintained by the Company for the provision of network control signaling.

Network for Program Transmission and Video Transmission Channels

The term "Network" as used in connection with program transmission and video transmission channels denotes the channel facilities connecting two or more stations of a customer when at all times or at certain times the stations form a distinct operating group.

Premises

The term "premises" refers to the space occupied by a customer or authorized user in a single building or in connecting buildings not separated by a public highway. Connecting buildings mean the same roof line or common basement - not just available conduit space or a passageway.

Principal Central Office

The term "Principal Central Office" refers to the central office in a single office exchange, or to that office (usually the toll office) of a multi-office exchange.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

## 2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS (Cont'd)

**Service Point**

The term "Service Point" when used in connection with customer-provided communications channels denotes the point on the customer's or authorized user's premises where channels provided by or furnished to the customer are terminated in transmitting and receiving terminal equipment or in switching equipment used, at least in part, for communications with stations or customer-provided terminal equipment located on the premises.

**Single and Duplex Service**

The term "Single Service" denotes service which provides for transmission alternately in either direction, or for transmission in one direction only. The term "Duplex Service" denotes service which provides for simultaneous transmission in both directions.

**Station**

The term "Station" as used in connection with private line services designates the transmitting and receiving equipment, located on the premises of a customer or authorized user and connected for private line service. The "main station" is the equipment at such a location which has been designated by the customer as the principal location.

The term "Station" as used in connection with channels denotes the premises of a customer or authorized user at which the channel terminates. The "main station" is the termination at the location designated by the customer as the principal location.

In connection with program and video transmission channels, the term "Station" also includes points designated by a customer on premises other than those of the customer or an authorized user at which material is transmitted to or received from a program or video transmission channel. A point of connection of the Company interexchange and local channels is not considered to be a station.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.1 DEFINITION OF TERMS FOR PRIVATE LINE SERVICES AND CHANNELS (Cont'd)

Station Connection

The term "Station Connection" as used in connection with video transmission channels indicates central office amplifying equipment and services including special supervision which may be required when a station transmits video material to, or receives video material from, an interexchange network.

Studio

The term "Studio" as used in connection with program and video transmission channels indicates fixed premises of the customer in which program or video material regularly originates for transmission to loudspeakers or television viewers and at which location personnel of the customer are present. The term "Studio" excludes all locations where the subject matter to be transmitted is not originated primarily for program or video transmission purposes.

Television Viewer

The term "Television Viewer" as used in connection with channels for video transmission denotes a type of equipment provided by a customer to receive signals from video transmission channels and to convert such signals to visual images.

Terminal

The term "Terminal" designates each of the two stations connected on a private line which are the farthest apart via the selected pricing route.

Transmitting Connection

The term "Transmitting Connection" as used in connection with program transmission channels indicates amplifying equipment and services which may be required when a station transmits a program to an interexchange network.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY

2.2.9.2.1 SCOPE

A. APPLICABILITY

These general regulations and definitions apply to intrastate private line services and channels furnished by the Company, within the territory served in Nevada, and are in addition to the rates and specific conditions contained in Part 2, Section 2 of this Guidebook.

B. SCOPE OF SERVICE

1. Local Service or Channels Between Stations Within the Same Exchange Area

- a. Local Private Line Telephone Service, or Channels designated as Local Service, is provided between stations or terminations, all of which are within the same Exchange Area.
- b. Local Private Line Telephone Service and Channels may terminate in Company or Customer-Provided telephone stations or key systems, but will not be terminated in Company or Customer-Provided Private Branch Exchange (PBX) or Centrex systems, or cord operated telephone answering equipment. Local Private Line Telephone Channels may terminate in Company-provided station equipment at one end, provided the other termination is in customer-provided station equipment on a different premises.



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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.2.9.2.1 SCOPE (Cont'd)

B. SCOPE OF SERVICE (Cont'd)

- c. To connect Customer-Provided PBX or Company-provided CENTREX Systems within the same Exchange, rates and regulations for Tie Line Service Tariff Part 8, Section 8 of this Guidebook will apply.

2. Service Between Stations in Separate Exchange Areas

a. Interexchange Service or Channels

- (1) Service involving only connections between the telephones permanently connected to the line and/or key equipment, or PBX stations directly connected to and on the same premises as the PBX to which the line is connected, is contemplated at the rates provided for Interexchange Service or Channels in Charges and Rates in Part 15, Section 2 of this Guidebook.
- (2) Service involving the provision of arrangements so an Interexchange Private Line Telephone Service line may be connected at a PBX, or at a cord-operated telephone answering equipment to a trunk line, or to a tie line, to form through 2-point connection over the private and PBX trunk or tie lines, may be furnished at the rates provided for Interexchange Service in Part 15, Section 2 of this Guidebook, where facilities and operating conditions permit. Only 1 connection of the combined facilities may be used at a time.
- (3) Private Line Telephone Service or Channels may terminate in PBX, CENTREX systems, cord-operated telephone answering equipment, key equipment systems, or in telephone instruments as the customer desires,
- (4) When a 2-point or a Multi-point Interexchange Private Line or other type of Channel, used alternately for voice transmission arranged for service solely between 2 points, is used for data transmission, through connections over the private and Exchange lines may also be established as described in (2) above, subject to the provisions of Part 2, Section 9 of this Guidebook.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.2.9.2.1 SCOPE (Cont'd)

B. SCOPE OF SERVICE (Cont'd)

b. Alternate Private Line Telephone-Teletypewriter Service

- (1) The Company will furnish combined Interexchange Private Line Telephone-Teletypewriter service on an alternate use basis.
- (2) The Company will furnish Alternate Private Line Telephone-Teletypewriter Service. The Company will furnish the facilities necessary to permit alternate use of Channels for telephone and teletypewriter operation, and except as otherwise specified for Interexchange Private Line Telephone Service regulations in this Guidebook apply.
- (3) The customer may switch an Alternate Private Line Telephone-Teletypewriter Service from telephone to teletypewriter operation, or vice versa, but only one type of operation can be used at one time.
- (4) Alternate service is available on 2-point services. On services involving more than 2-points, alternate service will be furnished where facility conditions permit.

3. Service Arranged for Communication Among 3 or More Stations

- a. Private Line Telephone Service may be arranged so persons at 3 or more stations on a Multi-point Local Private Line, Interexchange Private Line, Local, or Interexchange Private Line network may converse simultaneously.

4. Channels for the Remote Operation and Control of Radiotelephone Stations

- a. Channel facilities of the following types may be furnished under this tariff for use with a private land radiotelephone station, used for transmission of speech to mobile radiotelephone receiving stations, or for transmission of speech from a private land radiotelephone transmitting station:
  - (1) Channels of a grade similar to those furnished for Local and Interexchange Private Line Telephone Service, or
  - (2) Channels for combined voice transmission and control purposes:
    - Local channels of the grades referred to in (1) above, between stations, may be used by the customer alternately or simultaneously for voice transmission and for remote control and indicating purposes. The customer may use such Local Channels to create additional Channels for remote control and indicating purposes.
    - Channels of the grades referred to in (1) above, between stations in separate Exchange Areas, may be used by the customer alternately or simultaneously for voice transmission and for the transmission of tone signals for remote control and indicating purposes.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

## 2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

## 2.2.9.2.1 SCOPE (Cont'd)

## B. SCOPE OF SERVICE (Cont'd)

5. Alternate Use of Private Line Telephone Service Channels as Channels for the Remote Operation and Control of Radiotelephone Stations
  - a. Channels furnished by the Company with Interexchange Private Line Telephone Service or Local Private Line Telephone Service may be used, where facilities and operating conditions permit, on an alternate basis as Channels for the remote operation and control of private land radiotelephone stations established for communications with mobile units. The customer may switch the Channels from 1 use to the other, but only one type of use can be made at 1 time. During such alternate use the provisions of 4. above apply.
  - b. The customer is required to furnish the power necessary to operate the radio apparatus.
6. Alternate Use of Private Line Telephone Service Channels as Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling Purposes
  - a. Channels furnished by the Company with Interexchange Private Line Telephone Service may be used, where facilities and operating conditions permit, on an alternate basis as Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling purposes.
  - b. The customer may switch the Channels from Private Line Telephone Service use to Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling purposes, or vice versa, but only one type of use, Private Line Telephone Service or Channels for Remote Metering, Supervisory Control, and Miscellaneous Signaling Purposes, can be made at one time.
  - c. During such alternate use for Remote Metering, Supervisory Control, and Miscellaneous Signaling purposes the regulations in Part 15, Section 3 of this Guidebook apply. The Channels are not permitted to be connected to Private Branch Exchange, extension stations, or local or toll Central Office lines.
  - d. The customer is required to furnish the power necessary to operate the Remote Metering, Supervisory Control, and Miscellaneous Signaling equipment.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.2.9.2.1 SCOPE (Cont'd)

B. SCOPE OF SERVICE (Cont'd)

7. Alternate Use of Interexchange Private Line Telephone Service Channels as Channels for Data Transmission - (Schedule 0, 1, 2, 3, and 4)
  - a. Channels furnished by the Company with Interexchange Private Line Telephone Service or Channels may be used, where facilities and operating conditions permit, on an alternate use basis as Channels for data transmission (Schedules 0, 1, 2, 3, and 4).
  - b. The customer may switch the Channels from Private Line Telephone Service or Channel use to use as Channels for data transmission, or vice versa, but only 1 type of use can be made at one time.
  - c. During such alternate use for data transmission the provisions stated in Part 15, Section 2 of this Guidebook apply.
8. Data Transmission
  - a. Channels furnished under this schedule for full period and Local Private Line Telephone Service or Channels, and for Channels when used alternately for Private Line Telephone Service or Channels, may be used for data transmission subject to the provisions of Part 15, Section 2 of this Guidebook.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.2.9.2.1 SCOPE (Cont'd)

B. SCOPE OF SERVICE (Cont'd)

9. Channel Conditioning

- a. Channel conditioning arrangements may be provided for Channels furnished under this schedule in accordance with Part 15, Section 2 of this Guidebook.

10. Alternate Use of Local Private Line Telephone Service Channels as Channels for Data Transmission - (Schedule 4)

- a. Channels furnished by the Company with 2-point Local Private Line Telephone Service may be used, where facilities and operating conditions permit, on an alternate use basis as Channels for Data Transmission - Schedule 4. Such alternate use will be permitted only when the station location for both the primary and alternate use are common.
- b. The customer may switch the Channels from Private Line Telephone Service use to use as Channels for Data Transmission, or vice versa, but only 1 type of use can be made at 1 time.
- c. During such alternate use for data transmission the provisions stated in Part 15, Section 2 of this Guidebook apply.

11. Private Line Teletypewriter Channels

- a. All facilities required for these Channels are furnished by the Company, except the customer is required to furnish the power necessary to operate the teletypewriter equipment.

(1) Private Line Teletypewriter Channels are provided:

- On local service between stations within the same Exchange Area, and the service is furnished for 24 hours per day, 7 days per week.
  - On service between stations in separate Exchange Areas, and the service is furnished for 24 hours per day, 7 days per week.
- b. Teletypewriter station equipment must operate at a line signaling speed not to exceed the specified for the channel facilities furnished.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.2.9.2.1 SCOPE (Cont'd)

B. SCOPE OF SERVICE (Cont'd)

12. Transmitting Messages

The Company offers the use of its facilities for communications between its customers.

13. Facilities of Other Companies

Those regulations contemplate the securing of facilities of other companies by the Company within exchange areas and at other places where the Company has no facilities available, in order that the Company may furnish to the customer a complete private line service or channel between the specified stations.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.2.9.2.2 LIMITATIONS

A. PRIORITY OF SERVICE

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishment of message toll telephone shall take precedence over all others.

**2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING****2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)****2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)****2.2.9.2.3 LIABILITY****A. GENERAL**

- (1) In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavailability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified and to such particular terms, conditions and limitations as are set out in the tariffs or guidebook applicable to particular services and facilities. (N)
- (2) The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs.
- (3) The Company shall be indemnified and saved harmless by the customer against claims for libel, slander or the infringement of copyright arising from the material transmitted over the channels; against claims for the infringement of patents arising from combining with, or using in connection with, channels of the 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 the channels provided by the Company.
- (4) When the lines of other telephone companies are used in establishing connections to points not reached by the Company lines, the Company is not liable for any act or omission of the other telephone companies.

**B. DEFACEMENT OF PREMISES**

The Company is not liable for any defacement of or damage to the premises of a customer (or authorized user) resulting from the attachment of the Company's apparatus and associated wiring on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.



**2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING****2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)****2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)****2.2.9.2.4 PROVISION OF SERVICE****A. THE SERVICE**

Private line service is that of furnishing, for the communication purposes of the customer and authorized users, channels and facilities between specified locations for a continuous period. This service is furnished on a contract basis subject to the availability of such facilities and the requirements of the Company's message toll telephone service.

**B. THE FURNISHING OF CHANNELS**

Channels are electrical paths suitable for the purpose furnished and are derived in such manner as the Company may elect. The Company will furnish channels for specific purposes between two or more designated premises, as described hereinafter, on a contract basis, subject to the availability of facilities and the requirements of the Company's message toll telephone, and subject to such other conditions as are specified in these regulations and in the particular tariffs or guidebook (N) governing the respective channels.

Except as otherwise specified, it is contemplated that the customer will provide all station apparatus used with the channel exclusive of the equipment necessary to derive the channel furnished.

When portions of private line services and channels are furnished by another telephone company under its rates and regulations, the rates and regulations of such company apply to the portions of services and channels which it furnishes.

**C. COMBINATIONS OF CHANNELS USED FOR A SINGLE PURPOSE**

Where a combination of two or more channels is necessary to provide channel facilities for a single purpose, charges are determined upon the basis of the types and number of channels required.

**D. PROVISION OF EQUIPMENT**

All equipment and apparatus necessary for the provision of a given service is furnished by the Company; no line, instrument, appliance or apparatus (not furnished by the Company) shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in the Guidebook. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachment or connection; or to terminate the service.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

## 2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

## 2.2.9.2.5 SPECIAL CONSTRUCTION, EQUIPMENT AND ARRANGEMENTS

## A. APPLICATION OF CONSTRUCTION CHARGES

## 1. General

- a. All rates and charges quoted in the Guidebook of the Company provide for the furnishing of service or channels when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs.
- b. When the revenue to be derived from the service or channels is not, in the opinion of the Company, sufficient to warrant the Company assuming the unusual costs of providing the necessary construction, the customer may be required to pay all or a portion of such costs, the amount depending upon the circumstances in each case.
- c. When construction is provided by a connecting telephone company, charges made to the customer will be based on the charges of the connecting telephone company.
- d. Where a customer is so located that it is necessary to use private right-of-way to furnish a service or channels and the Company is unable to obtain the required right-of-way without cost, the customer may be required to pay the entire costs' involved in securing and retaining such right-of-way.
- e. When attachments are made to poles of other companies, the additional cost to the Company of such attachments is borne by the customer.
- f. Title to all construction provided wholly or partly at a customer's expense is vested in the Company.
- g. Construction charges are payable at the time application for service or channel is signed or when the account is rendered, at the option of the Company.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

## 2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

## 2.2.9.2.5 SPECIAL CONSTRUCTION, EQUIPMENT AND ARRANGEMENTS (Cont'd)

## A. APPLICATION OF CONSTRUCTION CHARGES (Cont'd)

## 2. Types of Construction Specified by Customer

- a. When underground construction is desired by the customer where aerial facilities ordinarily would be provided without a construction charge to the customer, the following regulations apply:
  - (1) Where cable is laid in conduit, the underground conduit is constructed and maintained by or at the expense of the customer. The construction charge made to the customer is based on the cost of the underground cable, including the cost of installing the cable, less the estimated cost to the Company of installing such aerial facilities as would be required for similar use. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company.
  - (2) The duct or ducts required in the underground conduit by the Company are reserved for its exclusive use.
  - (3) When cable is laid in a trench, the construction charge made to the customer is based on the cost of the cable including the cost of installing the cable less the estimated cost to the Company of installing such aerial plant as would be required for similar use.
  - (4) Cable installed in conduit or trench will be maintained and replaced at the expense of the Company. However, repairs to or replacements of cable made necessary by damages caused by the customer, his employees or representatives or water freezing in improperly drained conduits will be at the customer's expense.
- b. When indirect routing or a type of construction not ordinarily required is provided at the customer's request, in cases where facilities would ordinarily be provided without construction charge to the customer, the excess cost of the construction is borne by the customer.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.2 UNDERTAKING OF THE TELEPHONE COMPANY (Cont'd)

2.2.9.2.5 SPECIAL CONSTRUCTION, EQUIPMENT AND ARRANGEMENTS (Cont'd)

A. APPLICATION OF CONSTRUCTION CHARGES (Cont'd)

3. Changes from Aerial to Underground Facilities

- a. Where aerial facilities are used to provide service or channels to a customer and subsequently the customer desires that such facilities be placed underground, the change from aerial to underground is made subject to the following conditions:
  - (1) The underground conduit or trench is provided in accordance with 2.a. above.
  - (2) The customer is charged the cost of dismantling and removing the aerial facilities.
  - (3) The customer is charged the cost of the cable including its installation in the conduit or trench.
  - (4) The cable is maintained and replaced at the expense of the Company. However, repairs to or replacements of cable made necessary by damages caused by the customer, his employees or representatives or by water freezing in improperly drained conduits will be at the customer's expense.

B. OTHER EQUIPMENT AND ARRANGEMENT

Equipment and arrangements requested by the customer and not otherwise provided for, are furnished wherever possible, if facilities are available and if not detrimental to any of the services furnished by the Company, and additional charges based upon the costs incurred, apply.

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**2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING**

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**2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)****2.2.9.3 OBLIGATIONS OF THE CUSTOMER****2.2.9.3.1 CUSTOMER RESPONSIBILITIES****A. PROVISION OF COMMERCIAL POWER, WIRING AND CONDUIT**

- (1) Where commercial power is required in the operation of equipment and service on the premises of the customer or authorized users, the customer shall be responsible for provision of the necessary power wiring and power outlets on such premises and the electrical energy for operating the apparatus provided by the Company.
- (2) Where concealed Company wiring is required on the premises of the customer or authorized users, the customer shall be responsible for provision of the necessary outlet boxes and conduit.
- (3) The provision of any special structural work required for supporting Company equipment or wiring, on the premises of the customer or authorized users, shall be the responsibility of the customer.

**B. USE OF THE SERVICE OR CHANNELS BY CUSTOMER**

The service or channel is intended only for communications in which the customer or an authorized user has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by them or either of them from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others. The contract or any rights acquired thereunder by the customer may not be assigned or in any manner transferred.

**C. ESTABLISHING IDENTITY**

- (1) The calling party (or customer) shall establish his identity in the course of any communication as often as may be necessary.
- (2) The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station.

**D. OWNERSHIP AND USE OF EQUIPMENT**

Equipment and lines on the premises of a customer (or authorized user) furnished by the Company, are the property of the Company, whose agents and employees shall have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting or repairing the equipment and lines, or upon termination of the service or channel, for the purpose of removing such equipment and lines.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.3 OBLIGATIONS OF THE CUSTOMER (Cont'd)

2.2.9.3.2 REARRANGEMENTS AND REPAIRS

All ordinary expense of maintenance and repairs, in connection with equipment, facilities and services furnished by the Company, unless otherwise specified in the Company's Guidebook, is borne by the Company. In case of damage, loss or destruction of any of the Company's facilities or equipment due to the negligence or willful act of the customer (or authorized user) and not due to ordinary wear and tear or to fire or other causes beyond the control of the customer, the customer shall be responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition. A customer (or authorized user) may not re-arrange, disconnect, remove or attempt to repair, or permit others to re-arrange, disconnect, remove or attempt to repair any apparatus or wiring installed by the Company, except upon the written consent of the Company.

Moves and changes of equipment, apparatus and wiring on the premises of the customer or authorized user, performed by the Company at the request of the customer, will be subject to the charges as shown in Part 15, Section 2 of this Guidebook.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE

2.2.9.4.1 PAYMENT OF CHARGES AND DEPOSITS

A. ADVANCE PAYMENTS

Applicants for service or channels who have no account with the Company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time the application is signed, equal to the installation charges and at least one month's charges for the service or channels provided.

The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

B. PAYMENT FOR SERVICES

The customer is required to pay all charges for service and channels in accordance with the Company's regular billing and collection practices. All charges for service and channels are payable only in lawful money of the United States or gift certificates issued by the Company.

For the purpose of administering billing with respect to the determination of charges for a fractional part of a month, billing adjustments and allowances for interruptions, every month is considered to have thirty days.

For Under-and Overcharges, see Part 2, Section 2 of this Guidebook.

C. DEPOSITS

The Company may, in order to safeguard its interests, require an applicant or a customer to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the contract 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 Company such a deposit may be refunded or credited to the customer at any time prior to termination of the contract.

The Company will pay interest on deposits at the rate computed, as set forth in NRS 704.655, from the date of deposit until the date of settlement or withdrawal of deposit. Where such deposit remains for a period of one year or more and the person making the deposit continues to be a consumer, the interest on the deposit at the end of the year shall be either paid in cash to the depositor or applied to the depositor's account, as the depositor may desire.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

2.2.9.4.1 PAYMENT OF CHARGES AND DEPOSITS (Cont'd)

D. TEMPORARY SERVICE OR CHANNELS OR SPECULATIVE PROJECTS

The Company will furnish temporary service or channels, or service or channels to speculative projects, under the following conditions:

- (1) The customer for such service or channel may be required to pay to the Company in advance or otherwise, as the Company may elect, the net cost of installing and removing any facilities necessary in connection with furnishing of such service or channel by the Company.
- (2) Each customer for a service or channel may be required to deposit with the Company, before the service or channel will be furnished, a sum of money equal to the estimated amount of the Company's bill for such service or channel, or otherwise, to secure in a manner satisfactory to the Company, the payment of any bills which may accrue by reason of such service or channel so furnished or supplied.
- (3) Nothing in this regulation shall be construed as limiting or in any way affecting the right of the Company to collect from the customer any other or additional sums of money which may become due and payable to the Company from the customer by reason of the service or channels furnished or to be furnished hereunder.
- (4) The provisions of this regulation apply not only to new services and channels but also to services and channels which, during the life of the service or channel, are found to be or have become, since the service or channel was applied for, of a temporary nature or are for use in connection with a speculative project, even though at the time of application the provisions of this regulation were not applied.



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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

2.2.9.4.1 PAYMENT OF CHARGES AND DEPOSITS (Cont'd)

E. STANDARD OF TIME

In computing charges Standard Time is employed. However, service or channels will be furnished on Daylight Saving Time during the period such time is in effect, at the request of the customer, without change in charge, if facilities are available.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

2.2.9.4.2 CANCELLATION FOR CAUSE

Upon non-payment of any sum due the Company or upon a violation of any of the conditions governing the furnishing of a service or channel, or upon the use of any service or channel for the purpose of performing any service in competition with the service which the Company or its connecting companies may now or hereafter furnish, the Company may, by notice in writing to the customer, without incurring any liability, discontinue the furnishing of said service or channel and terminate the contract.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

2.2.9.4.3 MINIMUM SERVICE PERIOD AND FRACTIONAL RATES AND CHARGES

Unless otherwise indicated in a particular Guidebook regulation, the minimum contract period of a service or channel is one month except when temporary service is furnished or when the cost of construction is such as to necessitate a longer contract period. In the latter case the Company may require execution of a contract with a minimum period greater than one month.

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**2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING****2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)****2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)****2.2.9.4.4 CANCELLATION OF APPLICATION FOR SERVICE**

When an application for service or channels is cancelled by the applicant before installation work is started, no installation charge applies. When installation work has been completed, the installation charge shall be as provided in the tariffs listed in Part 2, Section 2 of this Guidebook preceding. When installation work has been started but not completed, such proportion of the installation charge shall apply as the work performed bears to the total work required.

When an application for service or channels is cancelled by the applicant before service is started, a minimum contract period does not apply except when construction is involved.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

2.2.9.4.5 CHANGE IN SERVICE ARRANGEMENTS

When a change in service arrangement involves the continued use by the customer of facilities furnished by the Company, installation charges, as provided in the regulations listed in Part 2, Section 2 of this Guidebook, do not apply to the facilities continued in use. The minimum contract period as provided in the Company's Guidebook, for the facilities continued in use is determined from the date of initial installation thereof.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE (Cont'd)

2.2.9.4.6 TEMPORARY SURRENDER OF A PRIVATE LINE SERVICE

Periodically, at a time agreeable to both the customer and the Company, the facilities provided by the Company shall be available to the Company to make such tests and adjustments as may be necessary to maintain them in satisfactory operating condition; no interruption allowance will be made to the customer for the time during which such tests and adjustments are made.

**2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING****2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)****2.2.9.5 ORDERING, RATING, AND BILLING OF PRIVATE LINE SERVICES WHERE MORE THAN ONE EXCHANGE UTILITY IS INVOLVED****A. REGULATIONS**

The ordering, rating and billing of Private Line Services under this Guidebook regulation where more than one Exchange Company is involved in the provision of Private Line Service will be administered as set forth in 1. or 2. following.

**1. Northern LATA**

- a. The Exchange Company which receives the order from the customer will determine the charges involved, arrange to provide the Private Line Service ordered and arrange to bill the charges in accordance with the arrangements between the Exchange Companies involved.

**2. Southern LATA**

- a. Each Exchange Company will provide its portion of the service in its operating territory to an interconnection point (IP) with the other Exchange Company. The IP will be determined by the Exchange Companies involved and the IP will be listed in EXCHANGE CARRIER ASSOCIATION TARIFF F.C.C. No. 4. Each Company will determine the charges involved for its portion of the Private Line Service ordered and will bill such charges in accordance with its Guidebook.
- b. When the Private Line Service is used to provide Foreign Exchange Service, the Foreign Exchange Service Connection Charges as specified in Part 3, Section 1.10 of this Guidebook apply.

(C)

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.6 USE OF SERVICE

2.2.9.6.1 GENERAL

A. USE OF CHANNELS BY CUSTOMER

- (1) The customer may not create additional channels from facilities provided by the Company, except as provided in this and other appropriate Guidebook regulations.
- (2) The Company may, upon suitable notification to the customer, make such tests and inspections as may be necessary to determine that the above requirements are being complied with in the installation, operation and maintenance of customer-provided equipment. The Company may interrupt the channel if at any time such action should become necessary in order to protect any of its services because of departure from these requirements.
- (3) The channels and equipment shall not be connected either directly or indirectly with channel facilities provided other than by the Company, except as set forth in the Guidebook regulations or authorized by the Company.

B. USE OF SERVICE FOR UNLAWFUL PURPOSES

The Company shall refuse to establish service for any applicant, and it shall discontinue and disconnect service to a customer, whenever it has reasonable cause to believe that the use made or to be made of the service, or the furnishing of service to the premises of the applicant or customer, is prohibited under any law, ordinance, regulation, or other legal requirement, or is being or is to be used as an instrument, directly or indirectly, to violate or to aid and abet the violation of the law. A written notice to the Company from any official charged with the enforcement of the law stating that such service is being used or will be used as an instrument to violate or to aid and abet the violation of the law is sufficient to constitute such reasonable cause.



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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

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## 2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

## 2.2.9.6 USE OF SERVICE (Cont'd)

## 2.2.9.6.2 FOR DIFFERENT TYPES OF TRANSMISSION ON AN ALTERNATE USE BASIS

## A. GENERAL

Certain combinations of services furnished on an alternate use basis are covered in Part 15, Section 2 of this Guidebook, and may be obtained only in accordance with the provisions of those regulations. Except as provided in those Guidebook regulations, channel facilities (Series 1000, 2000, 3000, 6000 & 7000 Channels) furnished under Part 15, Section 2 of this Guidebook may be used for other communication purposes for which such facilities are suited, subject to the provisions set forth below and to the other provisions of the Guidebook regulations under which such facilities are furnished:

- (1) The frequency range of the electrical current or voltages required for such use must fall within the normal frequency range involved in the use for which the channel facilities are furnished under the specific Guidebook regulations set forth in the preceding.
- (2) The purpose or purposes for which the channel facilities are used must be made known to the Company prior to such use.
- (3) Station equipment and station wiring in connection with the alternate use will be furnished by the customer subject to the regulations specified in Part 2, Section 2 and Part 2, Section 9 of this Guidebook.
- (4) Connection of channel facilities to other facilities furnished by the Company may not be set up at central office switchboards, private branch exchanges or other switching arrangements if such connection would involve a use other than those for which the switchboards or other switching arrangements are furnished.
- (5) In case one of the purposes for which the channel facilities are to be used requires a type of channel for which a higher rate applies than for the other purpose or purposes, the higher channel rate applies.

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2.2 GENERAL REGULATIONS – CONDITIONS OF OFFERING

2.2.9 ADDITIONAL GENERAL REGULATIONS FOR PRIVATE LINE SERVICES (Cont'd)

2.2.9.6 USE OF SERVICE (Cont'd)

2.2.9.6.3 CONNECTIONS INVOLVING PRIVATE LINE SERVICES

A. CONNECTIONS WITH EXCHANGE FACILITIES

Except as expressly provided in the Guidebook regulations, the Company will not permit the customer or authorized user to use the private line facilities or equipment in connection with central office exchange service lines of the Company or any other telephone company without the Company's consent.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

## 2.2.10 SHARED TENANT SERVICE (STS)

## A. GENERAL

Shared Tenant Services (STS) shall be subject to the terms and conditions specified in this Guidebook and providers shall comply with regulations and conditions of service applicable to business customers of the Company as set forth in the Company's Guidebook.

## B. DEFINITIONS

1. Contiguous Property means a single parcel of land or adjoining parcels of land which are touching at a point, edge or along a boundary, without interruption, or would be touching at a point, edge or along a boundary if not intersected or traversed by a public thoroughfare or right-of-way.
2. End User means a person who subscribes to telecommunication services from a provider of Shared Tenant Services or a person within the boundaries of a Shared Tenant environment who chooses to be a direct customer of the Company.
3. Point of Demarcation means the point of interconnection between a telephone company's communications facilities and its protective apparatus which is regulated by the commission and the terminal equipment or wiring at a provider's premises which is not regulated by the commission, or as described in the Nevada Administrative Code.
4. Provider means a person who subscribes to a Shared Tenant Service from the Company and redistributes the service to end users on contiguous property which is under the provider's common control or ownership. The term "provider" in this Guidebook does not include a person who provides telephone service accessible to providers of public pay telephones, hotels, motels, universities or hospitals.
5. Shared Tenant Service (STS) means a business service provided by the Company to a provider which terminates at a point of demarcation. The service is redistributed by the provider to end users.
6. Transient Apartment means an apartment complex with multiple units, residential hotel, apartment hotel, a complex of time-share condominiums, or any other complex on contiguous property, in which the average length of stay per room, unit or apartment, as calculated for the entire complex, is not more than 30 days.

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2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

2.2.10 SHARED TENANT SERVICE (STS) (Cont.)

C. REGULATIONS

1. The Company will provide Shared Tenant Service to a provider who intends to provide service to end users who occupy business property and/or transient apartments, all on contiguous property, which is under the provider's common control or ownership.
2. The Company will furnish the prospective provider of shared Tenant Services copies of this Guidebook regulating Shared Tenant Service and obtain a written acknowledgement from the provider of its receipt of these regulations prior to accepting an order for Shared Tenant Services by the provider.
3. Responsibility of the Company
  - a. The Company is responsible to a provider only for furnishing facilities to the point of demarcation suitable for Shared Tenant Service and for maintaining and operating such facilities in a manner that ensures the timely delivery of the service.
  - b. The Company will notify the provider that it requires access to the facilities of the provider should an end user order service directly from the Company. The facilities will be provided as detailed in items c. and d. below.
  - c. If facilities to serve the end user are not available from the provider, the Company will provide the necessary facilities at the expense of the end user.
  - d. The Company may collect additional charges from the provider for the cost of special construction.
    - (1) Special construction charges are in addition to the standard rates and charges for Shared Tenant Service.
    - (2) Special construction charges apply if one or more of the following conditions exist:
      - (a) The Company has no other requirement for the facilities constructed at the request of the provider.
      - (b) The provider wishes to furnish telecommunications service using a type of facility, or via a route, other than that which the Company would otherwise use in furnishing the requested service, unless the deviation is less costly to the Company.
      - (c) The provider requests the construction of more facilities than are required to satisfy its order for service.

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## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

### 2.2.10 SHARED TENANT SERVICE (STS) (Cont'd)

#### C. REGULATIONS (Cont'd)

##### 3. Responsibility of the Company (Cont'd)

###### d. Additional Charges (Cont'd)

###### (2) Special construction (Cont'd)

- (d) The provider requests an expedited construction beyond normal timeframes, and compliance with the request results in added cost to the Company.
- (e) The provider requests that the Company construct temporary facilities until permanent facilities are available.
- (f) The order for service placed by the provider causes the Company to incur extraordinary costs resulting from the abandonment of facilities previously installed to provide service to the location serviced by the provider.
- (g) The Company will respond only to service calls made by the provider or an agent of the provider who is designated in a letter of authorization received from the provider. All applicable service charges of the Company will apply in Company visits to the premises in response to a report of a problem and determines that the problem is on the provider's side of the point of demarcation.
- (h) The Company will respond to a service call made by an end user only if that end user is a direct customer of the Company. All applicable services charges of the Company will apply if the Company visits the premises in response to a report of a problem and determines that the problem is on the customer's side of the point of demarcation.

#### 4. Responsibility of the Provider

##### a. General

- (1) The provider of Shared Tenant Services shall comply with all terms and conditions of service applicable to business customers of the Company as set forth in the Company's Guidebook.
- (2) The provider who requests Shared Tenant Service to service end users in transient apartments must provide to the Company, at the time of the request and annually thereafter, a sworn verification, signed by an officer or other authorized representative of the provider, that the site to which Shared Tenant Service is or will be provided meets the definition of transient apartment as defined in Section B of this Guidebook.
- (3) The provider must retain the written acknowledgement of the guidelines listed in b. (3) below for at least three (3) months after the termination of the service provided to the end user.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

## 2.2.10 SHARED TENANT SERVICE (STS) (Cont.)

## C. REGULATIONS (Cont.)

4. Responsibility of the Provider (Cont.) (C)b. To the End User (C)

- (1) The provider will not require end users to subscribe to its services.
- (2) The provider will inform an end user of the right to subscribe to the telecommunication services directly from the Company before the provider establishes service with the end user.
- (3) The provider must obtain written acknowledgement from each end user of Shared Tenant Service, at the time the end user requests service from the provider that:
  - (a) the end user is aware of and may, at any time, obtain service from the Company at no charge from the provider to the end user.
  - (b) the provider is the sole contact for end users for all questions, service problems and billing disputes related to the services provided.
  - (c) The end user may subscribe to listings in the Company's Listing Information System through the provider. (C)
  - (d) the end user has unlimited access to local and intra LATA operator services, emergency 911 and other emergency services.
  - (e) the end user is aware that the telephone numbers assigned to the provider for use by end users are the property of the Company and not the provider of the end user.
  - (f) The end user is aware that he may be required to pay applicable connection charges and charges for special construction from the point of demarcation to the premises where the telephone is located which are associated with establishing service with the Company if the provider ceases to provide Shared Tenant Services.
  - (g) The end user is aware that the Company may interrupt service if the provider fails to pay for the service.
  - (h) The end user in a transient apartment may access the long distance operator services of his choice by dialing an 800 access number or, where facilities permit, a 10XXX 0+ access number.
- (4) The provider must retain the written acknowledge identified in item 3. above for at least three (3) months after the termination of the service provided to the end user.
- (5) The provider will provide a telephone number for repair services to an end user when it establishes service with the end user.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

## 2.2.10 SHARED TENANT SERVICE (STS) (Cont.)

## C. REGULATIONS (Cont.)

4. Responsibility of Provider (Cont.)b. To the End User (Cont.)

(C)

- (6) The provider must separately identify all charges for local service that it provides on the bill of an end user.
- (7) The provider must not charge the end user for Shared Tenant Service if that end user is a customer of the Company.
- (8) The end user of a provider must contact the provider for any problems related to the services provided in connection with the Shared Tenant Service. The Company is not responsible to the end user for those services.
- (9) At the request of an end user of Shared Tenant Service:
  - (a) the provider will subscribe to the listings in the Company's Listing Information System on behalf of the end user. (C)
  - (b) The provider will contact the Company to initiate new listings in the Company's Listing Information System and to cancel existing listings. (C)
  - (c) The provider shall pay the applicable rates for the listings. (C)
- (10) The provider will inform end users of the method for obtaining access to the Company.
- (11) The provider will provide end users with clear dialing instructions for access to the services described in item 11. Above if the required dialing sequence differs from that used by the Company.
- (12) The provider will provide end users with clear dialing instructions for access to the services described in item 11. Above if the required dialing sequence differs from that used by the Company.
- (13) The provider who serves a transient apartment must allow an end user who occupies the apartment access to the long distance operator service desired by the end user by dialing an 800 access number or, where facilities permit, a 10XXX 0+ access number.

c. Regarding Facilities/Routing

(C)

- (1) The facilities of a provider that are connected to the facilities of the Company must:
  - (a) be installed in accordance with 47 C.F.R. Part 68, as identified in Nevada Administrative Code (NAC) Chapter 704.
  - (b) Comply with all other technical standards with which the Company must comply.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

## 2.2.10 SHARED TENANT SERVICE (STS) (Cont.)

## C. REGULATIONS (Cont.)

4. Responsibility of Provider (Cont.)c. Regarding Facilities/Routing (Cont.)

(C)

- (2) The provider may purchase from the Company the existing inside wire facilities of the Company which are on the provider's side of the point of demarcation to provide its service to end users.
- (3) The provider is responsible for all cable facilities and all aspects of service on its side of the point of demarcation, including, but not limited to, the installation, repair maintenance and replacement of such facilities.
- (4) The provider will verify to the best of its ability that any service problem is on the Company's side of the point of demarcation before reporting the problem to the Company.
- (5) The provider must route all local calls to the Company.
- (6) The provider must hard wire all end users it serves directly to the switch used by the provider to serve those end users.
- (7) The provider may not provide an extension from its switch to end users in a single building or complex of buildings unless the extension is on the same contiguous property. The Company will provide extension service terminating at an answering service or at the private residence outside the contiguous property boundary if requested by the end user of Shared Tenant Services.
- (8) The provider is responsible for the through transmission of signals generated by the equipment of the provider, or for the quality or defects in that transmission.
- (9) The provider is responsible for reception of signals by the equipment or systems of the provider.
- (10) The provider is responsible for all damage to terminal equipment or systems of the provider because of testing by the provider.
- (11) The provider will grant to the Company at no charge:
  - (a) use of its inside wire facilities on the provider's side of the point of demarcation in order to provide service to end users who choose to subscribe directly to the telecommunications services of the Company.
  - (b) Alternative pathways, such as conduit, easements or rights-of way, if the Company needs to reinforce or install additional cable because the provider fails to furnish adequate telecommunication service to end users.



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2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

2.2.10 SHARED TENANT SERVICE (STS) (Cont.)

C. REGULATIONS (Cont.)

4. Responsibility of Provider (Cont.)

d. Regarding Billing

(C)

- (1) The provider will collect bills rendered for its telecommunication and billing services and for the use of its facilities.
  - (a) The provider shall separately identify all charges for local service that it provides on the bill to its end user.
  - (b) The provider shall not charge an end user of the Company services for Shared Tenant Service.
- (2) The provider will resolve billing disputes with its end users.
- (3) The provider will pay all local and toll charges and make appropriate deposits with the Company, as required, even if the provider cannot collect the fees for its services from its end user.
- (4) Should the provider fail to pay a bill; the Company may terminate service subject to applicable terms and conditions regarding termination of service.
- (5) Should the provider terminate service or the Company terminates service before the provider fully pays all charges for installation and special construction, the provider shall pay the balance of the charges in full.

2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

2.2.10 SHARED TENANT SERVICE (STS) (Cont.)

D. RESTRICTIONS

1. The Company will not provide Shared Tenant Service to a prospective provider who intends to serve an end user who occupies a single-family residential dwelling or apartment unit in a complex with multiple units.
2. The provider must not resell intrastate long distance service unless the provider obtains a certificate of public convenience and necessity (CPCN).
  - (a) If the provider obtains a CPCN, it will be subject to the regulations set forth in the Nevada Administrative Code (NAC) Chapter 704.
  - (b) The provider may not provide Shared Tenant Service and resell interstate service out of the same switch unless the provider demonstrates that the switch is partitioned in such a way that the volume of telephone calls for the different classes of end users is clearly segregated to enforce the regulations, orders, decisions and rates applicable to each class of service.
  - (c) The provider may not use intraLATA or interLATA networking of Shared Tenant Service switches.
3. The provider may obtain intraLATA private line service between exchanges directly from the Company, provided that the service terminates at the premises of the provider for the private use of the provider.

## 2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

## 2.2.10 SHARED TENANT SERVICE (STS) (Cont.)

## E. RATES AND CHARGES

The Shared Tenant Service provider must subscribe to measured service. Access to the network furnished to the Shared Tenant Service provider is usage sensitive and available for use in shared locations on PBXs, key systems, multifunction systems and individual line instruments. Network access is limited to the following type of classes of service:

	<u>Nonrecurring Charge</u>	<u>Monthly Rate</u>	<u>USOC</u>	
Business Measured Access Line	RR <sup>1</sup>	RR <sup>2</sup>	1MB	(D)
Business Measured Trunks				
-First business trunk line	RR <sup>3</sup>	RR <sup>4</sup>	TMB	
-Out only business trunk line	RR <sup>3</sup>	RR <sup>4</sup>	TM3	
-In only business trunk line	RR <sup>3</sup>	RR <sup>4</sup>	TM4	
Direct Inward Dialing service				
a. Initial Group of DID numbers	RR <sup>3</sup>	RR <sup>5</sup>		
20 numbers (USOC ND4)				
60 NUMBERS (USOC ND6DD)				
100 NUMBERS (USOC ND0DD)				
b. Additional Group of DID Numbers	RR <sup>3</sup>	RR <sup>5</sup>		
20 numbers (USOC NV4)	RR <sup>3</sup>	RR <sup>6</sup>		
Two-way operation to PBX Systems (DID/DOD)				
a. Initial Group of DID/DOD Numbers	RR <sup>3</sup>	RR <sup>6</sup>		
20 numbers (USOC ND4)				
60 numbers (USOC ND6DD)				
100 numbers (USOC ND0DD)				
b. Additional Group of DID/DOD Numbers	RR <sup>3</sup>	RR <sup>6</sup>		
20 numbers (USOC NDJ)				
60 numbers (USOC NDJ6A)				
100 numbers (USOC NDJ0A)				

Note 1: See Guidebook Part 3 Section 1

Note 2: See Guidebook Part 4 Section 2

Note 3: See Guidebook Part 3 Section 1

Note 4: See Guidebook Part 4 Section 2

Note 5: See Guidebook Part 6 Section 1

Note 6: See Guidebook Part 6 Section 1

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2.2 GENERAL REGULATIONS - CONDITIONS OF OFFERINGS

2.2.11 CHANGE IN SERVICE ARRANGEMENT

(N)

If a modification of use causes a service to be re-designated from an Exchange to an Access status, such a change is allowed without incurring Termination Charges, given the following conditions are met:

- There must be no change in service locations
- The new Term Payment Plan (TPP) must be equal to or longer than the remaining time in the existing TPP

Upgrades are permitted subject to underlying product guides.

Nonrecurring charges associated with the service under the new jurisdiction may apply.

(N)

**TDM TO IP TRANSITION**

## General TDM to IP Transition Provisions

As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
Private Branch Exchange Trunk Line Service	Part 4, Section 2
Digital Centrex Service	Part 5, Section 1
Centrex ISDN	Part 5, Section 2
Miscellaneous Switching Arrangements	Part 8, Section 8
Public Sector Digital Network Services	Part 15, Section 3
Primary Rate ISDN (PRI)	Part 17, Section 2
Foreign Exchange Service – Business	Part 20, Section 4
Public Telephone Access Lines (PTALS)	Part 20, Section 13
Series 1000, 2000 and 3000 Channels	Part 20, Section 15
Bell and Lights System Attack Warning Service	Part 20, Section 15
Channel Conditioning and Signaling Options	Part 20, Section 15
Digital Data Services	Part 20, Section 15
Farmer Lines	Part 20, Section 15
Integrated Service Digital Network – Basic Rate Interface (ISDN-BRI)	Part 20, Section 17

Effective Date

Wire CenterExchangeOther Information