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SECTION 3 – TARIFF RULES

3.1 Rule 1 - Definitions

**Applicant:** Any entity or individual who applies for Services described in the Company's California Data Guidebook located at [www.att.com/servicepublications](http://www.att.com/servicepublications).

**Blocking:** A temporary condition that may be initiated so that the Customer cannot utilize Service.

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

**Business Services Agreement (BSA):** Terms and Conditions covering services provided to Business Customers for services not offered under tariff.

**California Data Guidebook:** Contains the standard descriptions, pricing, and other terms and conditions for data services offered on a detariffed basis pursuant to CPUC Decision No. 07-09-018.

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

**Cancellation Charge:** Also referred to as Service Order Cancellation Charge.

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

**Company:** Southwestern Bell Communications Services, Inc. d/b/a SBC Long Distance, d/b/a AT&T Long Distance.

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

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

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

**Data Services:** Communication Services which are designed to allow the transfer of formatted information between points. Data Services include but are not limited to Private Line Service, Frame Relay Service, ATM Service, and Primary Rate ISDN (PRI).

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

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

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

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SECTION 3 – TARIFF RULES

3.1 Rule 1 – Definitions (continued)

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

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

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

**MRC:** MRC.

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

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

**State:** State of California.

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

**Service Order:** The standard Company order form(s), in effect from time-to-time, or Customer's forms accepted in writing by an authorized representative of the Company for Service which shall enable the Company to provide Service.

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

**TLC:** Termination Liability Charge. A charge which applies when the Customer cancels Service prior to the expiration date of a term plan agreement for Data Service(s).

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SECTION 3 – TARIFF RULES

3.2 Rule 2 - Description of Service

This Tariff, the California Data Guidebook, and the AT&T Business Services Agreement collectively contain the descriptions, regulations, and rates applicable to intrastate Data Services.

3.3 Rule 3 - Application for Service

3.3.1 To obtain Service, the Company requires the Customer to provide the Company with whatever authorization the Company deems appropriate that complies with the rules of the Commission. For example, the Company may require the Customer to execute a subscription letter, Service Order, letter of agency, service agreement, contract etc. depending on the Service(s) selected by the Customer. Upon the Company's acceptance of this authorization, all applicable provisions in the Company's Tariff, California Data Guidebook, and Business Services Agreement, as amended from time-to-time, become the agreement for Service between the Company and the Customer. The Company reserves the right, at any time, to require any Customer to present proof of identification to the Company as the Company may then deem acceptable. Acceptance or use of Service offered by the Company shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service in accordance with this Tariff, the California Data Guidebook, and the AT&T Business Services Agreement. The Applicant must also establish credit satisfactory to the Company.

3.3.2 Any Applicant for Service may be required to sign a subscription letter requesting the Company to furnish Service in accordance with rates, charges, and regulations as specified in this Tariff, the California Data Guidebook and the AT&T Business Services Agreement. The Customer must provide the following information when the Customer places an order for Service(s) so that the Company can design, install, maintain, and bill the Service ordered:

- (A) Customer's name and address for billing purposes;
- (B) contact name and telephone;
- (C) contact name, telephone number, and address at each of the premises where Service is to be installed;
- (D) type of Service;
- (E) requested service date;
- (F) length of term;
- (G) the category of and interface and signaling if required;
- (H) other information necessary for the Company to provide the Service to the Customer; and
- (I) a point of contact for inquiries, trouble reports, and security management involving the service configurations.

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SECTION 3 – TARIFF RULES

3.3 Rule 3 - Application for Service

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

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

3.3.4 The Customer may be required to execute written Service Orders or other documents relating to the Service, but Customer shall be obligated under the terms of this Tariff, the California Data Guidebook and the AT&T Business Services Agreement even if such Service Orders or other documentation have not been executed.

3.3.5 In the event any provisions set forth in Service Orders conflict with the provisions set forth in this Tariff, the provisions set forth in this Tariff shall prevail.

3.3.6 If an applicant for service is denied service, applicant will be informed of the reasons for that denial within ten (10) days thereafter.

3.4 Rule 4 - Contracts

Customer-specific contracts, which may include engineering, installation, construction, facilities, assembly, and/or other special services, may be furnished in addition to existing offerings in the California Data Guidebook.

3.5 Rule 5 - Special Information Required On Forms

Not Applicable

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SECTION 3 – TARIFF RULES

3.6 Rule 6 - Establishment and Re-establishment of Credit

3.6.1 Establishment of Credit; Indebtedness; Toll Restriction

(A) Applicant

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

(B) Customer

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

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

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SECTION 3 – TARIFF RULES

3.6 Rule 6 - Establishment and Re-establishment of Credit (continued)

3.6.1 (continued)

(C) Indebtedness; Concurrent Indebtedness; Prior Indebtedness

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

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

3.6.2 Re-establishment of Credit

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

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SECTION 3 – TARIFF RULES

3.7 Rule 7 - Customer Deposits/Advance Payments

3.7.1 Deposits

(A) General

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

(B) Amount of Deposit

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

(C) Interest on Deposits

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

(D) Return of Deposit

A deposit will be returned:

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

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

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SECTION 3 – TARIFF RULES

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

3.7.2 Advance Payments

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

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

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

The Company does not pay interest on advance payments.



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SECTION 3 – TARIFF RULES

3.8 Rule 8 - Notices

- 3.8.1 Any notice the Company may give to a Customer will be by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Company. Except for cancellation of Service or as otherwise provided by these rules, any notice from any Customer may be given by the Customer or any authorized representative to the Company orally or by written notice mailed to the Company. Cancellation of Service must be by written notice.
- 3.8.2 Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

3.9 Rule 9 - Issuance and Payment of Bills

3.9.1 General

- (A) The Company uses cycle billing. The billing period is one (1) month. A bill shall not include any previously unbilled charge for Service furnished prior to the three months immediately preceding the date of the bill, except for collect calls, credit card calls, third party calls, which shall have a 5-month backbilling period. In cases of fraud, a backbilling period of no more than one and one half years will apply. The Company is not responsible for local telephone company charges incurred by the Customer in gaining access to the Company's Service(s).
- (B) The Company utilizes direct billing by the Company or an authorized billing agent. The availability of the billing option is controlled by the Company not the Customer.
- (C) If a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bills in cash or the equivalent of cash. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- (D) In instances where the Company orders Dedicated Access as an agent for the Customer, the Company will become the customer-of-record with the Local Access Provider. The Company will bill the Customer on a pass-through basis.
- (E) Credit Card billing and automatic withdrawal from the Customer's checking or savings account may be available. However, if a Customer presents an undue risk of nonpayment at any time, the Company may require the Customer to pay its bill in cash or the equivalent of cash. With Credit Card billing, charges for Services provided by the Company are billed on the Customer's designated and approved Credit Card. Should the Customer cancel or change their designated Credit Card for billing, the Customer shall promptly inform the Company and designate new information for billing. Charges for Service are billed monthly in accordance with terms and conditions between the Customer and the Customer's designated Credit Card Company. Call detail will not be included in the Credit Card bill; call detail will be provided by the Company in a separate mailing.

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SECTION 3 – TARIFF RULES

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

3.9.1 General (continued)

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

3.9.2 Direct Billing By Company And/Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than thirty (30) days following the close of billing. Payment in full is due by the due date disclosed on the bill which is no less than twenty-two (22) days from the date of mailing. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check made payable as named on the bill and sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge applies to any past due balance. The Company may charge a late charge of 1.5% per month. A one-time charge shall apply on the undisputed amount or on the disputed amount if a dispute is resolved in the favor of the Company.

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

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SECTION 3 – TARIFF RULES

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

3.9.3 Grace Period

For Data Services, billing for all MRCs will commence on Customer's due date. However, if a Customer is unable or not ready to accept Service within twenty-five (25) calendar days after the original Service due date, the Customer may cancel the Service Order and pay a Service Order Cancellation Charge. If the Customer does not cancel the Service Order or arrange for Service installation, the Company will commence billing on the original Service due date. If Service is cancelled by the Customer after billing commences but before Service installation, the Customer is liable for the TLC pursuant to the California Data Guidebook.

3.9.4 Over-billing and Under-billing

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

3.9.5 Taxes, Surcharges, and Fees

Customer will be responsible for the payment for all Services provided by the Company and for the payment of all excise, sales, use, gross receipts, or other taxes and surcharges. Federal excise tax, and state and local sales, use, and similar taxes and surcharges shall be billed separately from charges for Services. The Company may also impose surcharges on Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from, or to pay to, others in support of statutory or regulatory programs (e.g. universal service funds). The Company will not provide advance notice of changes to taxes and surcharges, except as required by law.

Pending the conclusion of any litigation challenging a jurisdiction's or body's right to impose any assessments, duties, fees, surcharges, taxes, or similar liabilities, the Company may elect to waive or impose and collect a charge covering such assessments, duties, fees, surcharges, taxes, or similar liabilities, unless otherwise constrained by court order or direction. All such charges will be shown as a separate line item on the Customer's bill. If the Company has collected any assessments, duties, fees, surcharges, taxes, or similar liabilities and any of the challenged assessments, duties, fees, surcharges, taxes, or similar liabilities are found to have been invalid and not enforceable, the Company will credit or refund such sums to each affected Customer if (1) the Company has retained such funds or (2) the Company has remitted such funds to the collecting jurisdiction or body and the funds have been returned to the Company.

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

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SECTION 3 – TARIFF RULES

3.10 Rule 10 - Disputed Bills

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

- (A) First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the Service may be subject to disconnection).
- (B) Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission's Consumer Affairs Branch for its investigation and decision.
- (C) To avoid disconnection of Service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the Commission. The disputed amount must be made payable to the California Public Utilities Commission.
- (D) The Commission will review the claim of the disputed amount, communicate the results of its review to the Customer and the Company, and make disbursement of the deposited amount. Addresses and telephone numbers of the Commission's Consumer Affairs Branch are:  
  
Consumer Affairs Branch  
505 Van Ness Avenue  
San Francisco, CA 94102  
1-800-649-7570 (toll free)  
1-415-703-4973
- (E) The Company will investigate the charges in question, reach a determination and respond to the Customer within 30 days of the date of Customer's informing the Company of the disputed bill.
- (F) During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be based on non-payment of the charge. If the subscriber prevails, then no late charge or penalty may be imposed on the amount in dispute.

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SECTION 3 – TARIFF RULES

3.11 Rule 11 - Discontinuance and Restoration of Service

3.11.1 Cancellation of an Existing Service

- (A) Following the start of service date, the Customer must provide the Company thirty-five (35) days advance written notice to cancel Service. If the requested disconnect date is less than thirty-five (35) days from the date the Company receives the Customer's request to cancel Service, the Company will attempt to disconnect the Service on the date requested by the Customer. However if required, the Company may take up to thirty-five (35) days to complete the disconnect. If Service is disconnected prior to the 35th day following receipt of the Customer's request to cancel Service, the cancellation date of the Service, for billing purposes, will be the 35th day from the receipt of the written cancellation notice. In addition to the TLC, the Customer will be responsible for all MRCs for thirty-five (35) days from the date written notification is received by the Company from the Customer.
- (B) If the Company's failure of performance is thirty-five (35) days or less, Service shall not be subject to cancellation by the Customer. Rather, an appropriate percentage of charges for the directly affected Service shall be abated for such Service interruption. If the Company's failure of performance is for more than thirty-five (35) days, then the directly affected Service may be canceled by either the Company or the Customer without liability other than the Customer's liability for payment for said Service provided prior to cancellation.

3.11.2 Customer Cancels an Order for Special Facilities or Dedicated Access Arrangements before Service Begins

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

3.11.3 Termination of Service by Company

- (A) The Company may terminate Service to the Customer upon seven (7) days' written notice to the Customer. If the Company delivers the notice to the Customer's Premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known billing address and mailed first class or express overnight delivery. The selection of the method of delivery of the notice is made by the Company.

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SECTION 3 – TARIFF RULES

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

3.11.3 Termination of Service By Company (continued)

(B) The termination of Service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

3.11.4 Restoration of Services

The use and restoration of Services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

3.12 Rule 12 - Information on Services and Promotional Offerings

Information regarding types of intrastate Data Services, Service descriptions, Service-specific rules, regulations, and eligibility, rate plans, promotional offerings, and terms and conditions of intrastate Service may be found in the California Data Guidebook.

To order, change or cancel Service, the Customer should write to or call the Company's Customer Service group. The Company may be contacted in writing at 5850 W. Las Positas Blvd., Pleasanton, California 94588. The Customer may also contact the Company by calling toll free, (800) 750-2355. The toll free number is answered seven days a week, twenty-four hours a day, 365 days per year.

The Company's Customer Service address and toll free number are printed on the Customer's bill. For Customers subscribing to calling card Service, the Customer Service number is displayed on the card and provided in the information sent to the Customer with the calling card. For Customers using Credit Card billing or automatic withdrawal from the checking or savings account, the Company's Customer Service address and toll free number are provided with the Customer's bill detail.

3.13 Rule 13 - Temporary Service

The Company does not offer temporary Service.

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SECTION 3 – TARIFF RULES

3.14 Rule 14 - Continuity of Service

- 3.14.1 Notice of interruption of Service should be reported by the Customer to the Company's Customer Care Department or other location designated by the Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit. For specific detail regarding out-of-service credits for intrastate Data Services, see the California Data Guidebook.
- 3.14.2 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges and for the alternate transmission service used.
- 3.14.3 The Services provided under the California Data Guidebook shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the Services in satisfactory operating condition. Tests and adjustment shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

3.15 Rule 15 – Extension of Lines or Mains

Not applicable.

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

- 3.16.1 Services may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems such as a CSU/DSU, router, or other network termination equipment. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at the Customer's Premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.
- 3.16.2 The Company or Third Party Vendor may substitute, change or rearrange any equipment or facility at any time but shall endeavor to maintain the technical parameters of the Service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with twenty-five (25) days notice prior to such change.
- 3.16.3 The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.

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SECTION 3 – TARIFF RULES

3.17 Rule 17 - Limitations on Service

- 3.17.1 Without incurring liability, the Company reserves the right to discontinue Service or to limit the use of Service, when necessitated by conditions beyond the Company's control, or when the Customer or End User is using Service in violation of the law or in violation of the provisions of this Tariff.
- 3.17.2 Conditions under which the Company may, without notice, terminate Service without liability include, but are not limited to:
- (A) Customer's or End User's use of the Service which constitutes a violation of either the provisions of this Tariff or of any laws, government rules, regulations, or policies or if such actions are reasonably appropriate to avoid violation of applicable law; or
  - (B) Unauthorized or fraudulent procurement of Service, including a misrepresentation of fact relevant to the conditions under which the Applicant or Customer obtains or continues to receive Service; or
  - (C) Insufficient or fraudulent billing information; or
  - (D) Customer's check or draft is returned unpaid for any reason, after one attempt at collection; or
  - (E) If at the time the Company issues a debit to the Customer's checking account or savings account, the debit is rejected by the bank for any reason. The Company will make at least one attempt at collection prior to termination of Service.
- 3.17.3 Conditions under which the Company may, with notice, terminate Service without liability include, but are not limited to:
- (A) failure to pay for or provide assurances of, or security for, the payment of the Company's charges; or
  - (B) non-payment of any sum owed the Company by the due date printed on the bill.
- 3.17.4 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions of this Tariff will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.