

Voxbeam Telecommunications, Inc. (U-7213C)  
7450 Dr Phillips Blvd, Suite 314  
Orlando, FL 32819

Schedule Cal P.U.C. Tariff No. 1  
Original Cal P.U.C. Title Sheet

“Competitive Local Carrier”

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE  
COMMUNICATIONS SERVICES WITHIN  
THE STATE OF CALIFORNIA  
OF VOXBEAM TELECOMMUNICATIONS INC.  
(U-7213-C)

The Fees and Surcharges contained herein are in compliance with Resolution T-16901 and concur with the tariff provisions for fees and surcharges in AT&T California tariffs.

All Company tariffs are available at [www.voxbeam.com](http://www.voxbeam.com)

Advise Letter No. 1  
Decision No

Issued By:  
Joseph Isaacs  
VP Regulatory Affairs

Date Filed: January 31, 2011  
Effective: \_\_\_\_\_

“Competitive Local Carrier”

CHECK SHEET

Current sheets in this tariff are as follows:

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PRELIMINARY STATEMENT

Carrier has been granted authority to provide Resold and Facility based telecommunications services within the state of California. Voxbeam Telecommunications, Inc. (“VOXBEAM” or “Company”) will provide service to residential and business customers. This tariff contains all effective rates and rules, together with information relating to intrastate end-user communications services offered to business and residential customers in the state of California by Voxbeam Telecommunications, Inc. Initially, Voxbeam will only offer service in AT&T’s territory.

EXPLANATION OF SYMBOLS USED IN THIS TARIFF

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

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material, including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in wording of text, but not change in rate, rule or condition.

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Schedule Cal P.U.C. Tariff No. 1  
Original CA P.U.C. Sheet 4

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SERVICE AREA MAP

VOXBEAM WILL OFFER SERVICES THROUGHOUT AT&T TERRITORY ONLY.

Carrier concurs in the boundary exchanges of Pacific Bell, GTE of California, Inc., Roseville Telephone Company, and Citizens Telephone Company for its local exchange resale services.

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RULES

**Rule 1 - Definitions**

Certain terms used generally throughout this tariff are defined below.

<u>Applicant:</u>	The term "Applicant" means the individual, partnership, corporation, association, or government agency who applies to the Company for new or additional phone service.
<u>ADSL</u>	The terms "ADSL" is Asymmetrical Digital Subscriber Line (ADSL) Service. ADSL is a technology that allows high speed data to be sent over existing copper facilities. ADSL supports data rates of from 384 Kbps up to 6 Mbps when receiving data (downstream rate) and from 128 Kbps to 384 Kbps when sending data (upstream rate).
<u>Application for Service</u>	A standard Company order form which includes all pertinent technical, billing and other information which will enable Company to provide service.
<u>Authorized User</u>	A person, firm, corporation or other entity authorized by the Customer to receive or send communications.
<u>Bandwidth</u>	The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.
<u>Company</u>	Voxbeam Telecommunications, Inc.
<u>Central Office</u>	Company facilities where subscribers' lines are joined to switching equipment for connecting other subscribers to each other, locally and long distance.
<u>Channel or Circuit</u>	A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.
<u>Commission</u>	Refers to the California Public Utilities Commission.
<u>Customer</u>	The person, firm, corporation, or other entity which orders service and which is responsible for the payment of charges and for compliance with Company tariff regulations.

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**Rule 1 - Definitions** *(Continued)*

<u>Data</u>	Any representation such as characters (digital or analog quantities) to which meaning is assigned.
<u>Direct Inward Dial</u> (or “DID”)	A service attributable that routes incoming calls directly to stations, by-passing a central answering point.
<u>Direct Outward Dial</u>	A service attributable that allows individual station users to access and outside numbers directly.
<u>Hertz</u>	Cycles per second.
<u>Installation</u>	The connection of a circuit, dedicated access line or port for a new, change of, or additional service.
<u>LATA</u>	A Local Access and Transportation Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.
<u>Local Calling Areas</u>	Has the same meaning as defined in AT&T’s CA. P.U.C. Tariff No.
<u>Month</u>	A month is considered to consist of thirty (30) days.
<u>Non-Published or Unlisted Service:</u>	The term “non-published” or “unlisted” service means service that is not accompanied by an inclusion of the Subscriber’s name, address, telephone number in a published directory or directory assistance database.
<u>Order Cancellation</u>	A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

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**Rule 2 - Description of Services**

2.1 General

2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

2.1.2 Service is provided 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

2.1.3 Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.4 Service may be terminated upon written notice to the Customer if:

- A. the Customer is using the service in violation of this tariff; or
- B. the Customer is using the service in violation of the law.

This tariff shall be interpreted and governed by the laws of the State of California without regard for its choice of laws provision.

2.1.5 Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

2.2 Basic Local Exchange Service

Local Exchange Service provides for telephone connection to, and a unique telephone number address on, the public switched telecommunications network (PSTN). Local exchange service enables users to place and receive calls from other stations on the PSTN, access other services offered by Company, access certain interstate and international services offered by Company, access operator and director assistance services, and access emergency services by dialing 0- or 9-1-1.



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**Rule 3 - Customer Application for Service**

- A. Carrier will provide all residential customers with information regarding the Universal Lifeline program and its availability at the time service is ordered. Service is installed by arrangement between Carrier and the Customer. Service will be initiated by written or oral agreement between Carrier and the Customer. The Customer shall be informed of all rates and charges for the desired services and any other rates or charges which appear on the customer’s first bill. If an oral agreement is made, Carrier will, within 10 days of initiating the service order, provide the customer a confirmation letter with a brief description of the services ordered and itemizing all charge that will appear on the customer bill.

Within 10 days of initiating service, Carrier shall provide a written statement to all new customers, outlining all material terms and conditions that could affect what the customer pays for telecommunications services.

Customers who are denied service for failure to establish credit or pay deposits, pursuant to Rule 7, will be given the reason for denial in writing within 10 days of service denial.

- B. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C. If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer’s installation fee shall be adjusted accordingly.
- D. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

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**Rule 4 - Contracts or Agreements**

A. Deviations from the rates, terms and conditions specified in this tariff schedule are not permitted except by special contract filed and approved by the Commission.

B. Each contract shall contain the following provision: “This contract shall at all times be subject to such changes or modifications by the California Public Utilities Commission as said Commission may direct from time to time in the exercise in its jurisdiction.”

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**Rule 5 - Special Information Required on Forms**

Carrier will be identified on each bill, which will prominently display an address and a toll-free number for service. Carrier’s bill will contain notations about: (1) when to pay the bill; (2) billing detail (including period of service); (3) late payment charges and when applied; (4) how to pay bill; (5) questions about the bill; (6) network access for interstate calling; (7) the statement that: “This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 (thirty) calendar days of the presentation dates. Should you question this bill, please request an explanation from Carrier.”

If you believe you have been billed incorrectly you may file a Complaint with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102 or 107 South Broadway, Room 5109, Los Angeles, CA 90012. To avoid having service disconnected, payment of the disputed amount should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue this matter further with the Commission.

Upon request, the Company will provide a customer a copy of the CPUC's consumer protection regulations, its CPUC identification number authorizing its to operate in the state, any fictitious names under which it is doing business, and the name of its billing agent, if applicable.

Each deposit receipt shall contain the following provisions:

“This deposit, less the amount of any unpaid bills for service furnished by <> shall be refunded, together with any interest due, within thirty (30) calendar days after the discontinuance of service, or after twelve (12) months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two (2) notices of discontinuance of service for nonpayment of bills in a 12-month period.”

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**Rule 6 - Establishment and Reestablishment of Credit**

Company may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. Credit information may include account established date, can be reached number, name of employer, employer’s address, customer’s driver’s license number or other acceptable personal identification billing name, and location or current and previous service.

If Company determines that an advance payment is necessary, the provisions under Rule 7 of this tariff apply. If service was discontinued for non-payment of charges, Company may request additional information from the Customer and reserves the right to collect an advance payment prior to re-establishing service.

The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profit/record of any applicant prior to accepting the service order or Customer's deposit. These shall not in themselves obligate the Company to provide services or to continue to provide service, if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company.

Deposits will not be required if the applicant provides a credit history acceptable to the Company, or a cosigner or guarantor may be used, provided that the cosigner or guarantor has an acceptable credit history with the serving Company or another acceptable local carrier.

A Company may not refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or another acceptable for of payment. Credit for service cannot be refused on account of Customer's failure to provide a social security number.

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**Rule 7 - Deposits and Advanced Payments**

7.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed the nonrecurring charges and the first month’s recurring rate. The advance payment will be credited on the first bill. Advance payments will not be required for usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and charges (if any) for the first month’s recurring rate. Advance payments will be credited to the Customer’s initial bill.

7.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two month’s estimated monthly usage charges for the class of service provided and, where a customer takes services in addition to basic service the average bill reflects all services requested..
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer’s account and any credit balance remaining will be refunded within 30 days of discontinuance of service. If the amount of the deposit is insufficient to cover the balance due to the Customer’s account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at the three-month commercial paper rate published by the Federal Reserve Board without deductions for any taxes on such deposits.
- E. Deposits will be refunded with interest 30 days after discontinuance of service or after 12 months of service, whichever comes first. However, no interest shall be given if the Customer has received a minimum of two notices in a 12 month period.

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**Rule 8 - Notices and Communications**

- 8.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company’s bills for service shall be mailed.
- 8.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 8.3 Written notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 8.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**8.5 Rate Information**

- 1) The Company shall provide a current or prospective customer rate information and information regarding the terms and conditions of service upon request. The Company will provide customers notice of a Major Rate Increase at least 30 days prior to the effective date of the change and will advise customers of changes in the terms and conditions of service no later than the Company's next periodic billing cycle. Customers shall be advised in writing of optional service plans as such plans become available. In addition, Customer shall be advised of changes to the terms and conditions of service no later than the Company’s next periodic billing cycle.
- 2) When a Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

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**Rule 8 - Notices and Communications** *(Continued)*

8.6 Discontinuance of Service Notice

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

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. Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- A. The name and address of the customer whose account is delinquent.
- B. The amount that is delinquent.
- C. The date when payment or arrangements for payment are required in order to avoid termination.
- D. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or changes.
- E. The procedure the customer may use to request amortization of the unpaid charges.
- F. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.
- G. The telephone number of the Commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
- H. Local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

Any notice from any Customer, including notice for cancellation of service, may be given by the Customer, or any authorized representative, to the Company's business office orally or by written notice mailed to the Company's business office. Written notice may include delivery by electronic means to or from the Company's website.

8.7 Change of Ownership: The Company shall notify their customers in writing of a change in ownership or identity of the customer's service provider on the customer's next monthly billing cycle.

8.8 Privacy: The Company is restricted from releasing nonpublic customer information in accordance with Public Utilities Code sections 2891, 2891.1 and 2893. The Company will furnish subscribers with a written description of how it handles Subscriber's private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

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RULES

**Rule 9 - Rendering and Payment of Bills**

9.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

9.2 Billing and Collection of Charges

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

- A. Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B. The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor.
  - 1. a rate of 1.5 percent per month; or
  - 2. the highest interest rate which may be applied under state law for commercial transactions.
- F. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.



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**Rule 9 - Rendering and Payment of Bills (Continued)**

9.2 **Billing and Collection of Charges (Continued)**

- G. Customers have up to three years (commencing 5 days after remittance of the bill) to initiate a dispute.
- H. If service is disconnected by the Company in accordance with Rule 11(C) following and later restored, restoration of service will be subject to all applicable installation charges.
- I. All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be Company, a local exchange telephone company or commercial credit card company or other authorized agent. Late payment charges of 1.5% apply if payment is not received within 30 days after the date of presentation on the billing envelopes. Carrier shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- J. In addition to other sales and usage taxes covered above, the billing agent will add to Customers' bills certain federal, state and local surcharges as required by law.

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**Rule 10 - Disputed Bills**

10.1 Terms of payment shall be according to the rules, regulations, and laws of the State of California. Any objection to billed charges should be reported in writing to Company within three (3) years after receipt of bill. Adjustments to Customer’s bills shall be made when circumstances exist which reasonably indicate that such adjustments are appropriate.

10.2 In the case of a billing dispute the customer may request an investigation and review of the disputed amount. The undisputed amount must be paid by the due date or service will be subject to disconnection provided that the Company has given written notification to the Customer of such delinquency and impending termination. If the matter is not resolved to the Customer’s satisfaction by the billing agency or the Company, the Customer may appeal to the Public Utilities Commission of the State of California for an investigation at either of the following locations:

California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness  
San Francisco, California 94102  
(415) 703-1170  
(800) 649-7570  
(415) 703-2032 TDD

10.3 In case of a billing dispute between the customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the customer can make the following arrangement:

- A. The customer may make a request, and Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid the Due By Date (no sooner than fifteen (15) days of the date of presentation) shown on the bill or the service will be subject to disconnection if Company has notified the customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a Manager of Company, the customer may appeal to the Commission’s Consumer Affairs Branch (“CAB”) for its investigation and decision. 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 CAB within seven (7) calendar days after the date that Company notifies the customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.
- D. Company may not disconnect the customer’s service for nonpayment as long as the customer complies with (b) and (c) above.

“Competitive Local Carrier”

RULES

**Rule 10 - Disputed Bills (Continued)**

10.3 (Continued)

- E. Company shall respond to the CAB’s requests for information within ten (10) business days.
- F. The CAB will review the claim of the disputed amount, communicate the results of its review to the customer and Company, and make disbursement of the deposited amount.
- G. After the investigation and review are completed by Company as noted in (a) above, if the customer elects not to deposit the amount in dispute with the CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date that Company notifies the customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

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**Rule 11 - Discontinuance and Restoration of Service**

- 11.1 Service may be canceled by the Customer by oral or written notice or on or before the date of disconnection.
- 11.2 The Company may discontinue service to the Customer by providing seven (7) days written notice for:
- A. Violations of any regulation governing the service under this tariff.
  - B. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
  - C. Non-payment of bills for telephone service provided:
    - 1. The bill has not been paid by the date shown on the bill
    - 2. Notice of the proposed discontinuance is provided pursuant to Rule 8, *Supra*
    - 3. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day customer service representatives are not available.
  - D. Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
  - E. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 11.3 The Company may discontinue service to the Customer without notice pursuant to Appendix B of Cal.P.U.C. Decision No. 91188 in Case No. 4930. The Company concurs in Pacific Bell Schedule Cal.P.U.C. No. A-2, Section 2.1.31.
- 11.4 Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.
- 11.5 For residential customers whose service has been disconnected due to non-payment of bills, the Company will continue to provide 911 access to the customer.

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**Rule 12 - Information to be Provided to the Public**

The Company will promptly advise customers of new, revised or optional rates applicable to be provision of services in this tariff.

A copy of this tariff will be available for public inspection at the California Public Utilities Commission and, during normal business hours, at Carrier’s principal place of business: Voxbeam Telecommunications, Inc. at 7450 Dr Phillips Blvd, Suite 203, Orlando, FL 32819. Customers may contact the Carrier’s Customer Service Department at 1-866-384-1860 to inquire about the Carrier’s services, rates, terms and conditions or to obtain a copy of this tariff. Copies of the Carrier’s tariff schedules and advice letters are available to Customers free of charge and to the general public at \$0.45 per page to recover photocopying, postage and/or transmission expenses.

Voxbeam Telecommunications, Inc. (U-7213C)  
7450 Dr Phillips Blvd, Suite 314  
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Schedule Cal P.U.C. Tariff No. 1  
Original CA P.U.C. Sheet 21

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**Rule 13 – Continuity of Service**

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify the Subscribers in writing at least one week in advance. Credit allowances for service interruptions will be provided in accordance with Rule 14.

Advise Letter No. 1  
Decision No

Issued By:  
Joseph Isaacs  
VP Regulatory Affairs

Date Filed: January 31, 2011  
Effective: \_\_\_\_\_

“Competitive Local Carrier”

RULES

**Rule 14 – Limitations of Liability**

The Company concurs in the limitations of liability of the AT&T California local exchange tariff.

The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.

In the event an error or omission is caused by the gross negligence of the Utility, the liability of the Utility shall be limited to and in no event exceed the sum of \$10,000. The non prevailing party may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

The Utility will not provide a credit allowance for interruptions of service caused by the customer’s facilities, equipment, or systems.

Except as provided, the liability of the Utility for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or facilities furnished by the Utility up to and including its local loop demarcation point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount to be equal to the pro rata charges to the customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the customer for all services or facilities for the period affected the mistake, omission, interruption, delay, error or defect.

The Utility shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Utility will give the customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and, if practicable, at times that will cause the least inconvenience.

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**Rule 15 – Use of Service for Unlawful Purposes**

The Company’s services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that the services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any individual who uses or receives the Company’s service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the tariffed cost of the service received and the Company’s cost of investigation and collection as determined by the court.

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**Rule 16 - Obligation of the Customer**

16.1 General

A. The Customer shall be responsible for:

1. the payment of all applicable charges pursuant to this tariff;
2. damage to or loss of the Company’s facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Rule 17.1.A.3. Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**Rule 16 - Obligation of the Customer (Continued)**

16.1 General (Continued)

16.1.1 The Customer shall be responsible for: (Continued)

5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company’s facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company’s opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Rule 17.1.A.4; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. not creating or allowing to be placed any liens or other encumbrances on the Company’s equipment or facilities; and

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**Rule 16 - Obligation of the Customer (Continued)**

16.1 General (Continued)

A. The Customer shall be responsible for: (Continued)

8. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

16.2 Claims

With respect to any service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys’ fees as ordered by the Commission or by a Court for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agent, representatives or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company’s services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**Rule 17 - Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company’s agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - B. the reception of signals by Customer-provided equipment.

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**Rule 18 - Allowances for Interruptions in Service**

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in Rule 20.1 for the part of the service that the interruption affects. Company concurs with Pacific Bell on Credit Interruptions as appended to D.95-12-057.

18.1 Credit for Interruptions

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

D. Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

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**Rule 18 - Allowances for Interruptions in Service (Continued)**

18.1 Credit for Interruptions (Continued)

D. Interruptions of 24 Hours or Less (Continued)

Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered an interruption.

E. Continuous Interruption Over 24 Hours and Less Than 72 Hours.

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof that occurs.

F. Interruptions Over 72 Hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days' credit will be allowed for any one month period.

18.2 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

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**Rule 19 - Change in Service Provider**

Solicitations by Carrier or its agents of customer authorization for termination of service with an existing carrier and the subsequent transfer to Carrier’s service will include current rate information and information regarding Carrier’s terms, and conditions for the provision of service. Solicitations by Carrier or its agents will be in accordance with PU Code Section 2889.5.

All solicitations sent by the Carrier or its agent to customers must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine of \$500 will apply for each violation of this rule. At the end of the second paragraph, inset the following: A carrier who engages in such unauthorized activity shall restore the customers service to the original carrier without charge to the customer. All billings during the unauthorized service period shall be refunded to the application or customer. A penalty or fine of up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under PU Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense. The Carrier, irresponsible for the unauthorized transfer, will also reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Carrier will be held liable for the unauthorized termination of service with an existing Carrier and the subsequent unauthorized transfer to their own service. Carrier will be responsible for the action of its agents who solicit unauthorized service termination and transfer.

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**Rule 20 - Administration of the Deaf and Disabled Program**

The Company provides equipment and services to eligible deaf, hearing impaired and disabled Subscribers. Please contact the Company’s business office for details of this program.

Customers may access the California Relay Service at no charge by dialing 711. No charges will apply to local calls completed via 711 access; however regular ZUM Zone 3 and other long distance charges apply after connection by the California Relay Service to the called telephone number. Payphone owners connected to the Company’s service are prohibited from charging for 711 access to the California Relay Service and shall post a readily-visible notice advising payphone patrons that there is no charge for 711 calls.

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**Rule 21 – Universal Lifeline Telephone Service**

1. Universal Lifeline Telephone Service is available to all residence customers who meet the following eligibility requirements:

a. The residence at which the service is requested is the customer’s principal place of residence. The residence household (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individuals functioning as one domestic establishment.

A room or portion of a residence occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of Universal Lifeline Telephone Service.

b. There is only one access line serving the residence premises.

c. The combined income of a household of one or two person(s), based on current income, does not exceed \$20,100 for the fiscal year for which the service is furnished.

The current income of a household of three or more persons does not exceed the following limitations:

<u>Household Size</u>	<u>Income Limitation</u>
1-2	\$ 24,000
3	\$ 28,200
4	\$ 34,000
Each additional member	5,800

Flat rate service      \$5.34      Unlimited calling

Measured rate service      \$2.25      60 calls per month free. The usage rates shown A.1.5 apply to all other calls.

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**Rule 22 - Directories**

Each Customer will receive one free Directory Listing in AT&T’s local telephone directory.

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**Rule 23 – Non-published Service**

Upon a Customer’s request, the Customer’s name, address, and telephone number will not be listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone numbers, shall be released by telephone utilities in response to legal process or to certain authorized governmental agencies, provided the requesting agency complies with the rules herein established in Appendix A of CPUC Decision Nos. 92860 and 99361, Case No. 10206, for the release of non-published information.

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**Rule 24 – Access to 911 by Residential Customers Disconnected for Nonpayment**

In the event a residential customer is disconnected for nonpayment, the Company will continue to provide access to 911 services.

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Rule 25 – Demarcation

Voxbeam concurs the demarcation rules from the AT&T tariff on file with the California PUC..

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Rule 26 – Blocking Access to 900 and 976 Services

At the request of the Customer, the Company shall block that Customer’s access to 900 and 976 pay-per-call telephone information services. Companies shall inform their Customers of the availability of this service at the time service is ordered. This blocking service shall be made available free of charge to residential Customers, although Companies may impose a charge if the Customer asks for deactivation of blocking.

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Rule 27 – Caller ID

Caller ID is an optional feature which allows the subscriber to see the telephone number of an incoming call displayed on the customer provided display unit. The telephone number of an incoming call will display between the first and second rings. Caller ID service works only on calls which originate and terminate in central offices which are equipped with SS7 connectivity. Caller ID is available to customers by monthly subscription only, which provides unlimited use of this service. The caller ID box is not included in the monthly service charge. An additional installation charge of \$25.00 will be assessed on all Caller ID lines.

The telephone numbers that will be displayed on a Caller ID subscribers display unit included listed, non-listed and non-published numbers.

Telephone numbers that will not be displayed on the Caller ID subscriber are: (1) calls from customers who use Per-Call Blocking; (2) calls from customers located in central offices not a part of the SS7 Signaling System; and (3) calls placed through an operator. When these types of calls are received by a Caller ID subscriber, their display unit will notify them that the calling telephone number is unavailable.

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TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company’s services, whether set forth herein or established by special contract, certain federal, state and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Company’s intrastate telecommunications services. Such charges include, but are not limited to, surcharges and fees set forth below:

CPUC Reimbursement Fee	0.16%
Universal Lifeline Telephone Service Surcharge	1.15%
California Relay Service and Communications Devices Fund Surcharge	0.37%
California High Cost Fund Surcharge – A	0.11%
California High Cost Fund Surcharge – B	0.45%
California Teleconnect Fund Surcharge	0.079%

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BASIC SERVICES

A.1 Residential Service

1. Applicability

These rates apply to intrastate service furnished to residential customers.

2. Territory

Within the base rate areas of all exchanges as shown and defined in AT&T California’s current and effective tariffs on file with the Commission, except as specified below.

3. Service Establishment Charge

- |    |                 |         |
|----|-----------------|---------|
| a. | Existing lines: | \$17.00 |
| b. | New lines:      | \$50.00 |

4. Recurring Service Charges (per month, per line)

- |    |  |         |
|----|--|---------|
| a. | Residential Flat rate (ZUM Zone 1 & 2 usage)   | \$21.00 |
| b. | Residential Measured Rate (usage not included) | \$ 5.50 |

5. Usage (per minute)

- |    |                 |         |
|----|-----------------|---------|
| a. | ZUM Zones 1 & 2 | \$ 0.07 |
| b. | ZUM Zones 3     | \$ 0.12 |
| c. | Toll            | \$ 0.12 |

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BASIC SERVICES (Continued)

A.1 Feature Description

Custom Calling Features may be offered subject to availability from the underlying carrier:

1. Call Forwarding: Allows for the automatic forwarding or transfer of all incoming calls to another telephone number. The line can be restored to normal at any time.
2. Call Waiting: Send a tone signal while a call is in progress to indicate a second call is waiting, and by operation of the switch hook, to place the first call on hold and answer the second call. Operation of the switch hook allows passage back and forth between two calls, but a three-way call can not be established.
3. Three- Way Calling: Allows the addition of a third party to an established connection.
4. Speed Dialing: Allows a call to be made to a telephone number, from a pre-selected list of established numbers by the customer, by dialing a one or two digit code.
5. Intercom: Permits intercommunication between two or more telephones that answer the same telephone number.
6. Distinctive Ringing: Differentiates incoming calls from up to ten pre-selected telephone numbers by signaling with a distinctive ringing pattern.
7. Repeat Dialing: Allows calls to be automatically redialed when the first attempt reaches a busy signal. The line is checked every 45 seconds for up to 30 minutes and alerts the originating telephone line with a distinctive ringing pattern when the busy number and the originating line are free.
8. Call Return: Allows a caller to automatically return the call of the last incoming call whether answered or not. Upon activation it will automatically redial the number every 45 seconds up to 30 minutes until the call is completed.
9. Caller ID: Displays the name and number of an incoming call on special customer provided equipment.
10. Anonymous Call Rejection: Rejects calls from telephone numbers for which caller ID capability is blocked.
11. Call Waiting ID: Displays the name and telephone numbers of an incoming caller when call waiting is activated.
12. Call Hold: Allows a caller to be placed on hold.
13. Call Restriction: Prevents the completion of billable toll calls. Toll free calls (800, 877, etc), 411, 611, 711 and 911 calls can still be completed. Certain collect and third party calls are not subject too billing validation and may be completed despite subscription to toll blocking service. Customer will be billed for and must pay the charges for such calls.

Charges for individual custom calling services are \$9.00 per service per access line per month

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BASIC SERVICES (Continued)

A.1 Feature Description - ADSL

A. General

This section contains the rules and regulations pertaining to the provision of Digital Subscriber Line Services (DSL) Solutions. DSL Solutions provide high-speed connections services over existing copper facilities. The regulations and rates specified herein are in addition to the applicable regulations and rates specified in other sections of this tariff.

ADSL Service

1. Service Description

Asymmetrical Digital Subscriber Line (ADSL) Service is an access data technology service offered in speed levels of 384 Kbps Down/128 Kbps Up to 6 Mbps Down/384 Kbps Up. The “up” speeds represent “transmission speeds in kilobytes from the customer designated location (CDL) to the Company’s ADSL connection point, while the “down” speeds represent “transmission speeds in kilobytes and megabits,” from the Company’s ADSL connection point to the CDL. The connection point is the aggregation point designated by the Telephone Company for connecting multiple Telephone Company ADSL serving wire centers via the backbone network services to the CDL.

2. Service Provisions

ADSL Service is provisioned over existing Company copper facilities and transported to the Company’s backbone network. ADSL Service provides a connection from the customer designated location (CDL) to the ADSL connection point.

Access from the Company’s ADSL connection point will be provided via Frame Relay Service, where facilities permit. A customer may utilize their existing Frame Relay Service or may submit any order to establish new facilities. The associated rates and charges for Frame Relay Service will apply in addition to the rates and charges associated with the ADSL Service rate elements.

The Company will qualify the ADSL Service between the CDL and the serving wire center. The purpose of qualification is to determine the availability and suitability of existing Company copper facilities to provide the service. The Company will not provision this service on facilities which are not suitable for ADSL.

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BASIC SERVICES (Continued)

A.1 Feature Description - ADSL

ADSL (Continued)

2. Service Provisions (Continued)

The Company does not undertake to originate data, but offers the use of its service components, where available, to customers for the purpose of transporting customer-originated data.

ADSL will be provided subject to the availability and limitations of Company wire centers and outside plant facilities and is only available where technical capabilities permit such facility distance and type of physical plant.

3. Responsibility of the Company

The Company will provision and maintain ADSL service for the customer up to and including the Network Interface Device (NID).

4. Rights of the Company

The Company will not provision ADSL service if the Company reasonably determines that (a) it is not technically feasible over existing facilities or (b) it will cause interference problems with existing services.

During the Company’s network maintenance and software updates period, it may be necessary to place the ADSL wire center out of service. The Company reserves the right to temporarily interrupt ADSL Service at other times in emergency situations.

5. The customer is responsible for providing compatible customer provided equipment (CPE) that is used for connection to ADSL Service.

The customer is responsible for providing the Company with the necessary information (e.g., Data Link Connection Identifier(s) (DLCI), Permanent Virtual Circuit (PVC) and/or Internet Protocol) to provision ADSL Service.

The customer ordering ADSL Service on behalf of its subscribers must obtain a letter of agency.

The customer will be responsible for obtaining permission from its subscriber(s) for the Company’s agents or employees to enter the customer’s designated location(s) at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of the service, removing the service components of the Company.

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BASIC SERVICES (Continued)

A.1 Feature Description - ADSL

ADSL (Continued)

6. Rate Regulations

a. Rate Elements

A nonrecurring charge and a monthly rate apply for the installation of ADSL Service. The nonrecurring charge is also applicable when changing bandwidth.

ADSL Service is available in two service level packages, and is based on the “downstream and upstream” speeds chosen by the customer. The service levels are as follows: The Platinum Plus is available for multi-user applications. A customer may have multiple packages.

<u>Downstream</u>	<u>Upstream</u>
Up to 1.5 Mbps, guaranteed at 384 Kbps	128 Kbps
Up to 6 Mbps, guaranteed at 1.5 Mbps	384 Kbps

Data speeds set forth above are peak periods. Actual speeds may be affected by loop distance and other factors, therefore, data speeds are not guaranteed.

B. Rates and Charges

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
1.5 Mbps/128 Kbps	ICB	ICB
6 Mbps/384 Kbps	ICB	ICB

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MISCELLANEOUS SERVICES

A.1 Directory Listings

Directory Listings – General

- A. The rates and regulations specified herein for directory listings apply only to the alphabetical section of the telephone directory.
- B. Listings are intended solely for the purpose of identifying subscribers’ telephone numbers and as an aid to the use of the telephone service. The listing of subscribers without charge or at the rate specified herein for additional listings in the alphabetical section of the directory does not contemplate special prominence of arrangement.
- C. The Company, in accepting listings as prescribed by subscribers or prospective subscribers, will not be a party to controversies between subscribers as a result of the publication of such listings in its directories.
- D. Listings are furnished only as specified for the various services mentioned in this section. Listings which, in the opinion of the Company, are not necessary in connection with any services or facilities not specifically mentioned in this section are not furnished either with or without charge.
- E. The Company reserves the right to limit the length of any listing to one line in the directory by the use of abbreviations when, in the judgment of the Company, the clearness of the listing and the identification of the subscriber is not impaired in any way.
- F. The number of listings permitted without extra charge in connection with exchange service is as follows:
- |                                       |           |
|---------------------------------------|-----------|
| 1. Individual lines, each access line | 1 listing |
|---------------------------------------|-----------|

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MISCELLANEOUS SERVICES (Continued)

A.1 Directory Listings

Directory Listings – Residence Listings

- A. Residence listings normally consist of a name, the address of the premises at which service is rendered and the telephone number. The address of the premises at which service is rendered may be omitted at the request of the subscriber. At no charge and upon the request of any residential subscriber, the Company shall list an additional first name or initial under the same address, telephone number and surname of the subscriber. The Company shall place the first names or initials in the order requested by the subscriber.
- B. The primary listing is ordinarily the name of the individual who contracts for the service. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party. Additional listings may be furnished in the names of relative, including those by marriage, domestic employees of the subscriber, or other persons residing in the subscriber’s house who are recognized as a part of the subscriber’s domestic establishment. Dual listings are permitted at the rate specified for additional listings.
- C. Listings of residence telephones of clergymen, physicians, surgeons, dentists, veterinary surgeons, professors, government officials, etc., may, for the purpose of identification, include abbreviated designations of titles. Also, the title of “Mrs.,” “Miss” or “Ms.” is permitted. Degrees are permitted when they serve as a means of better identification; however, titles and designations will be omitted when a degree is used which conveys adequate information.
- D. All listings in connection with residence service at concession rates are furnished subject to the regulations specified in this section, except that in connection with residence service for employees of the Company, where two or more employees reside at the same address and use the same telephone, the name of each additional employee may be listed, regardless of whether or not such employees are members of the subscriber’s immediate family. The charge, therefore, will be the regular rate for an additional listing.

Non Published service charge      \$6.00

“Competitive Local Carrier”

MISCELLANEOUS SERVICES (Continued)

A.2 Directory Assistance

Users of the company’s calling services (excluding 800 services), may obtain assistance in determining telephone numbers within California by calling the Directory Assistance operator.

Each number requested is charges for as shown below. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

A Directory Assistance call charged to a calling card or commercial calling card or to a third party number will be billed the appropriate operator charge, as specified in this tariff, plus the charge for Directory Assistance.

Non-published numbers are not available from the Directory Assistance service.

Directory assistance per call	\$3.25 <sup>1</sup>
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<sup>1</sup> A monthly allowance of 3 calls to Directory Assistance for residential subscribers and 0 calls to Directory Assistance for business subscribers per line, per month, will be provided. There is no carry over of any unused portion of the Subscriber’s allowance from month to month.



“Competitive Local Carrier”

FORMS

Deposit Receipt

*SAMPLE*

**DEPOSIT RECEIPT**

{Date}  
{Customer Name}  
{Customer Address}

Re: {Customer Account Number}

Dear {Customer}:

Please be advised that the Company is in receipt of your deposit in the amount of \$ {deposit amount}.

This deposit, less the amount of any unpaid bills for services furnished by the Company, will be refunded, together with any interest due, within 30 calendar days from the discontinuance of service, or after twelve (12) months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two discontinuance of service for non payment of bills in a 12 month period.

Sincerely yours,

Paul Cusack  
CEO

“Competitive Local Carrier”

FORMS (continued)

Denial of Service

SAMPLE

**DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT**

{Date}  
{Customer Name}  
{Customer Address}

Re: {Customer Account Number}

Dear {Customer}:

Thank you for your recent application for phone service. Based on the credit information you provided in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish local phone service by paying a deposit. Please call our customer service department at 800-711-9560 and obtain information on the amount of the deposit required.

If you have any questions regarding your credit approval or deposit policies please contact our customer service department at the number above.

Sincerely yours,

Paul Cusack  
CEO

“Competitive Local Carrier”

FORMS (continued)

Discontinuance of Service

*SAMPLE*

**DISCONTINUANCE OF SERVICE FOR NON-PAYMENT**

{Date}  
{Customer Name}  
{Customer Address}

Re: {Customer Account Number}

Dear {Customer}:

Our records indicate that your account is past due. In order to avoid an interruption of service , payment in the amount of \$ {amount} must be received no later than {date}. If payment in full is not received on or before that date, your service will be disconnected. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month’s usage, plus reconnection charges. Your local service will not be disconnected for non-payment of Category II or other unregulated services.

If you believe that the amounts now overdue were billed in error, the Company will investigate the disputed amount upon written request. If, after the Company completes the investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

1. In lieu of paying the disputed bill, you may deposit within seven (7) days with the California Public Utility Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 the amount claimed by the Company to be due.
2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utility Commission.
3. Upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount and will advise both parties of its findings and disburse the deposit in accordance therewith.
4. Service will not be disconnected for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC review.
5. You failure to make such deposit within seven (7) days after the date of this letter will warrant discontinuance of your service without further notice.

If you have any questions regarding the amount due or wish to make arrangements for payment, please call our customer service department at 800-711-9560

Sincerely yours,

Paul Cusack  
CEO