

**americas.com**

**incorporated™**  
An Internet and Long Distance Company



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March 23, 2000  
Arizona Corporation Commission  
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Arizona Corporation Commission

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**Re: Application of Americas.Com, Inc's Application for a New Certificate of Public Convenience and Necessity for a Facilities-Based Competitive Local Exchange Operator, Original Filing Nov.2, 1999, DOCKET NO. T-03803A-99-0636**

The following information has been compiled and is submitted in support of the Certificate of Registration to Provide Local Exchange Services in Arizona for americas.com.

The Arizona Corporation Commission Staff requested that the following information be provided before the Certificate is issued by the Arizona Corporation Commission and americas.com is pleased to provide the information to the Commission:

Tariff Filing: One Original and Ten Copies.

Please find the same with cover letter(s) enclosed herein.

Please notify the undersigned with any and all other requests for further information or for clarification.

RESPECTFULLY DATED AND SUBMITTED THIS 23<sup>RD</sup> DAY OF MARCH 2000.

William Charles Correll III  
President and CEO  
Americas.com, Inc.

**BEFORE THE ARIZONA CORPORATION COMMISSION**

CARL J. KUNASEK

Chairman

JANES M. IRVIN

Commissioner

WILLIAM MUNDELL

Commissioner

IN THE MATTER OF AMERICAS.COM,	}	DOCKET NO. T-03803A-99-0636
INCORPORATED'S APPLICATION FOR A	}	
NEW CERTIFICATE OF PUBLIC	}	
CONVIENIENCE AND NECESSITY FOR A	}	
FACILITIES-BASED COMPETITIVE	}	<b>APPLICANT'S FILING</b>
LOCAL EXCHANGE OPERATOR.	}	<b>OF TARRIF</b>

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Pursuant to Arizona Administrative Code requirements for public Filing of Tariff Filing in the Matter of Americas.Com, Inc's Application for a New Certificate of Public Convenience and Necessity for a Facilities-Based Competitive Local Exchange Operator, Americas.Com, Inc. hereby submits an Original Tariff Filing by Americas.Com, Inc.

WHEREFORE, Americas.Com, Inc. requests a Commission order deeming Americas.Com, Inc's Application for a New Certificate of Public Convenience and Necessity for a Facilities-Based Competitive Local Exchange Operator complete to provide services within the State of Arizona and for any further relief deemed appropriate by the Commission.

Respectfully Submitted and Dated this 23<sup>rd</sup> day of March 2000.



William C. Correll  
President, Americas. Com, Inc.  
63 South Harrison St, Suite B  
Denver, CO 80209  
303-521-6699 phone, 303-316-0309 fax

Re: Application of americas.com, Inc:Competitive Local Exchange Certificate for the State of Arizona – Original Filing Nov.2, 1999  
DOCKET NO. T-03803A-99-0636  
americas.com  
Advice Letter No. 1  
Original Page No. 1

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**RATES, TERMS AND CONDITIONS RELATING TO THE PROVISION OF  
LOCAL EXCHANGE SERVICES IN THE STATE OF ARIZONA**

DOCKET NO. T-03803A-99-0636

Advice Letter No. 1

William Correll, Manager (303) 521-6699  
63 South Harrison St, Suite B  
Denver, CO 80209

Issued: March 23, 2000  
Effective: April 30, 2000

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange service by americas.com ("the Company") in the calling areas defined herein.

The provision of local exchange services is subject to existing regulations and terms and conditions specified in this tariff and may be revised, added to or supplemented by superceding issues.

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EXPLANATION OF SYMBOLS

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

- C To indicate changed regulation.
- D To indicate discontinued rate or regulation.
- I To indicate increased rate.
- M To indicate a move in the location of text.
- N To indicate new rate or regulation.
- R To indicate reduced rate.
- T To indicate a change in text but no change in rate or regulation.

Issued: March 23,2000

EXPLANATION OF TERMS

**ADVANCE PAYMENT**

Part or all of a payment required before the start of service.

**AGENCY**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

**AUTHORIZED USER**

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User.

**ATTENDANT**

An operator of a PBX console or telephone switchboard.

**BUILDING**

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

**CALL INITIATION**

The point in time when the exchange network facility is initially allocated for the establishment of a specific call.

**CALLTERMINATION**

The point in time when the exchange network facility allocated to the call is released for reuse by the network.

**CENTRAL OFFICE**

An operating office of the incumbent local exchange company where connections are made between telephone exchange lines.

**CUSTOMER** A person, firm, partnership, limited liability company, corporation, municipality, cooperative association or organization, governmental agency, or other entity receiving telecommunications services.

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EXPLANATION OF TERMS (cont'd)

**EMERGENCY**

A situation that appears to present immediate danger to person or property.

**EMERGENCY SERVICE (ENHANCED 911)** Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

**E911 SERVICE AREA**

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**E911 CUSTOMER**

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**ERROR**

A discrepancy or unintentional deviation by the Company from what is correct or true. An "error" can also be an omission in records.

**EXCHANGE**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**EXCHANGE ACCESS LINE**

A central office line furnished for direct or indirect access to the exchange system.

**FINAL ACCOUNT**

A customer's outstanding charges still owed to the Company.

EXPLANATION OF TERMS (cont'd)

**INVESTIGATIVE OR LAW ENFORCEMENT OFFICER**

An officer of the United States, a state or a political subdivision of the United States which is empowered by law to investigate or make arrests for crimes related to communications, or an attorney authorized by law to prosecute those crimes.

**LAST NUMBER REDIAL**

Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

**LATA**

A Local Access and Transport 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, Incorporated Tariff F.C.C. No. 4.

**LOCAL CALL**

A call which is not rated as a long distance call.

**LOCAL CALLING AREA**

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

**LOCAL EXCHANGE CARRIER**

A company that furnishes exchange telephone service.

**LOCAL SERVICE**

Telephone exchange service within a local calling area.

**MOVE**

The disconnection of existing service at one location and reconnection of the same service at a new location in the same building or in a different building on the same premises.

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EXPLANATION OF TERMS (cont'd)

**PBX**

A private branch exchange.

**PRESUBSCRIPTION**

An arrangement whereby a Customer may select and designate to the Company an Exchange Carrier it wishes to access, without an access code, for completing intraLATA and interLATA toll calls. The selected Exchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC).

**PRIVATE BRANCH EXCHANGE SERVICE**

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**RATE CENTER**

Company-designated service locations from which service is rendered or rated.

**RECURRING CHARGES**

The monthly charges to the Customer for services which continue for the agreed upon duration of the service.

**SERVICE COMMENCEMENT DATE**

The first day following the date on which the Company notifies the customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**SERVICE ORDER**

The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

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EXPLANATION OF TERMS (cont'd)

**SERVING CENTRAL OFFICE**

The central office from which local service is furnished.

**SPEED CALLING**

Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

**TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT or vice versa. A customer will be able to access the state provider to complete such calls.

**TELEPHONE CALL**

A voice connection between two or more telephone stations through the public switched exchange system.

**TERMINATION OF SERVICE**

Discontinuance of both incoming and outgoing service.

**TOLL BLOCKING**

Allows end users to block direct-dialed long distance calls from their telephones.

**TOLL CALL**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

**USER**

A customer or any other person authorized by a Customer to use service provided under this Tariff.

1. Regulations

1.1 Undertaking of the Company

- A The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein.
- B The Company is responsible under this tariff only for the services and facilities provided herein and it assumes no responsibility for any service provided by any other entity. Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers.
- C The Company will provide a toll-free number giving Customers access to service personnel during regular business hours.
- D The Company will comply with any applicable quality of service requirements according to Colorado laws and rules.

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1. Regulations (cont'd)

1.2 Terms and Conditions

- A Business Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer will be required to execute any other documents as may be reasonably requested by the Company.
- B Service is provided for a minimum period of at least one month, 24 hours a day. A month is considered to have thirty days unless otherwise specified. At the expiration of the initial terms specified in each service order, or in any extension thereof, service shall continue on a month to month basis at the then current tariffed, month to month rates, unless terminated by the Customer. 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 This tariff shall be interpreted and governed by the laws of the State of Colorado without regard for the State's choice of laws provisions
- D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- F The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements

1. Regulations (cont'd)

1.2 Terms and Conditions (cont'd)

G In response to a subpoena or investigation or other demand issued or authorized by a court or government agency, the Company shall provide customer records and related information without further notice.

H Customer shall not connect any equipment to the Company's managed network, except with at least ten (10) days prior written notice to the Company.

I The Company will not collect deposits or advance payments from Customers.

1. Regulation (cont'd)

1.3 Notification of Service Affecting Activities

A The Company will provide the Customer reasonable notification of service affecting activities that may occur in the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service affecting activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

1. Regulations (cont'd)

1.4 Provision of Equipment and Facilities

- A The Company will make reasonable efforts to make services available 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 any liability of the Company will be limited by Section 1.5 of this tariff.
- B The Company shall use reasonable efforts to maintain the services that it furnishes to the Customer. The Customer may not rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company. The Customer may not permit others to rearrange, disconnect, remove, and attempt to repair or otherwise interfere with any of the services provided by the Company, except upon the written consent of the Company.
- C The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.
- D Customer bears all responsibility in the event they utilize equipment not approved or authorized by the Company. Customer shall supply all electrical power and other utilities necessary to operate or use the services provided.

1. Regulations (cont'd)

1.4 Provision of Equipment and Facilities (cont'd)

E 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 services furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (i) the transmission of signals by Customer provided equipment or for the quality of, or defects in such transmission; or
- (ii) the reception of signals by Customer provided equipment; or
- (iii) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

F At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply

1. Regulations (cont'd)

1.5 Liability of the Company

- A The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- B The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The Company's liability, if any, with regard to delayed installation of the Company facilities or commencement of service, shall not exceed \$1,000. With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.7.2, the Company's liability, if any, shall be limited as provided herein.

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1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

C The Company shall be indemnified, defended and held harmless against any claim, loss or damage arising from the use of service offered under this tariff, involving:

- (i) claims for libel, slander, invasions of privacy or infringement of copyright arising from any communication;
- (ii) claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
- (iii) claims for loss of profit; or
- (iv) all other claims arising out of any act or omission of others in the course of using services provided pursuant to this tariff.

D The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commissions, preemption of existing services to restore services in compliance with Part 64 , Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's control.

1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

- E The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's exchange access lines. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

I Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.1 With Respect to Emergency Number 911 Service

- A This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any equipment and facilities furnishing this service.

1. Regulations (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings

- A In the absence of gross negligence or willful misconduct, and except for any allowances stated below, no liability for damages arising from errors or mistakes in or omissions of any directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.
- B An allowance for errors or mistakes in or omissions of any published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:
- (i) Free Listings: For free or non-charged published directory listings credit shall be given at the rate of one times the monthly tariff rate for an additional or charge listing affected for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - (ii) Charge Listings: For each additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs
  - (iii) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/20ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.

1. Regulation (cont'd)

1.5 Liability of the Company (cont'd)

1.5.2 With Respect to Directory Listings (cont'd)

- (iv) Credit limitation: The total amount of the credit provided for the preceding paragraphs (i) and (ii) shall not exceed, on a monthly basis the total of the charges for each charge listing as specified in paragraph (ii), for the line or lines in question.
- (v) Definitions: As used in paragraphs (i), (ii) and (iii) above, the terms "error," "mistake," or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on a street or a community different from the one provided to the Company.
- (vi) Notice: Such allowances or credits as specified in paragraphs (i) and (ii) above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred~ provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

1. Regulation (cont'd)

1.5 Liability of the Company (cont'd)

1.5.3 With Respect to Caller ID Blocking

- A The Company shall have no liability for monetary damages (including without limitation claims for direct, indirect, special, incidental or consequential damages, whether or not the Company has been advised of the possibility of such damages), arising from any failures, errors, malfunctions or omissions of Caller ID Blocking, whether or not arising from or relating to any ordinary negligence by the Company.

1. Regulations (cont'd)

1.6 Directory Listings

- A The Company will, as a service to the Customer, arrange for listing of Customer's phone number in the local white and yellow pages telephone directories, such listing to consist of one line of standard type. The Company's liability with respect to directory listings is set forth in Section 1.5.2 preceding. Customer must contact its yellow pages representative concerning its advertising in yellow pages directories.
- B Upon termination of service, the listed directory number of Customer will be retained by the Company until such time as Customer's outstanding obligations to the Company have been paid, including any estimated final charges.
- C When a Customer with a nonpublished telephone number, as defined herein, places a call to Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- D In conjunction with a nonpublished telephone number, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of such telephone number, but will not be liable should such number be divulged.
- E The Company shall not be liable for any act or omission concerning the implementation of presubscription as defined herein.

1. Regulations (cont'd)

1.7 Interruptions in Service

- A An interruption is deemed to have occurred when the phone lines of the underlying carrier are inoperative. If a Customer reports a facility, service or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

1.7.1 Temporary Suspension for Repairs

A The Company's underlying provider 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 Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the Customer the least inconvenience. When the Company's services are being repaired or changed, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

1.7.2 Credit Allowance for Interruptions

- A Interruptions of more than 8 hours during a continuous 24 hour period, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer are credited to the Customer at the pro rata monthly charge involved for each twenty-four hours or fraction thereof of interruption. Credit is not allowed for interruptions to service of less 8 hours during a continuous 24 hour period.
- B For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly recurring charges specified thereunder for local line or local trunk service and is dependent upon the length of interruption. Only those facilities on the interrupted portion of circuit will receive a credit.

1. Regulations (con't)

1.7 Interruptions in Service (con't)

1.7.3 Limitations on Credit Allowances

A No credit allowances will be made for:

- (i) interruptions due to the negligence of, or non-compliance with the provisions of this Tariff by the Customer,
- (ii) interruptions which are restored on or before the day after the interruption is reported or discovered by the Company.

1. Regulations (cont'd)

1.8 Obligations of the Customer

A The Customer shall be responsible for:

- (i) the payment of all applicable charges pursuant to this Tariff,
- (ii) 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 services

1. Regulation (cont'd)

1.8 Obligations of the Customer (cont'd)

I. S. I Claim

A With respect to any service provided by the Company, Customer shall indemnify, defend and hold the Company harmless from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:

(i) 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 the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or

(ii) 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 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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1. Regulation (cont'd)

8. Obligations of the Customer (cont'd)

1.8.2 Station Equipment

A The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service be required however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances- In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the discontinuance, credit allowance for service interruptions as set forth in Section 1.7.2 is not applicable.

1. Regulations (cont'd)

1.8 Obligations of the Customer (cont'd)

1.8.3 Interconnection of Facilities

- A Any special interface equipment necessary to achieve compatibility between the facilities used by the Company for furnishing local exchange service and the channels, facilities, or the equipment of others may be provided at the Customer's expense. Customer shall be liable for damages resulting from Customer's non-compatible equipment.
- B Local services may be connected to the services or facilities of other communication carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communication carriers which are applicable to such connections.
- C Services furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1. Regulations (cont'd)

1.9 Obligations of the Customer (cont'd)

1.8.4 Inspections

A Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section L 10.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-provided facilities. No credit will allowed for any interruptions occurring during such inspections.

B If the protective requirements for the Customer- provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1. Regulations (cont'd)

1.9 Payment Arrangements

A The Customer is responsible for payment of all charges for services furnished by the Company to the Customer or its Authorized Users. Objections must be received by the Company within a reasonable period of time after receipt of bill, or all the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges of the Company, in addition to its own internal costs, in connection with a service for which a Company non-recurring charge is specified, those charges may be passed on to the customer.

1.9.1 Taxes

A The Customer is responsible for the payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income imposed on or based upon the provision of local exchange service, all of which shall be separately designated on the Company's invoices. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers located in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

1.9.2 Surcharges

A A surcharge is imposed on all charges for service originating at addresses in states which levy, or assert a claim of right to levy, a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that state. This surcharge is based on the particular state's receipts tax and other state taxes imposed directly or indirectly upon the Company by virtue of and measured by, the revenues of the Company in that state and/or payment of interstate access charges in that state. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

1. Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.3 Bills and Collection of Charges

- A Bills will be rendered monthly to Customer. Fixed monthly recurring charges are billed in advance. Usage charges and minimum charges for service are billed in arrears. Customer shall be liable for all accrued local charges, directory charges, long distance charges and other charges arising prior to the service commencement date, as defined herein, and shall pay the Company for any such charges which may be assessed against the Company in any manner.
- B All service, installation, monthly recurring charges and non-recurring

1. Regulations (cont'd)

1.9 Payment Arrangements (cont'd)

1.9.3 Bills and Collection of Charges (cont'd)

C For new customers or existing customers whose service is disconnected, 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 Amounts not paid within 30 days after the date of invoice are considered past due. A late payment charge of 1.5%, or lower if required by law, per month shall apply to amounts shown on a monthly bill which remain after the due date. The late payment charge does not apply to any taxes the Company is required by law to levy on a customer. 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 payment of all such fees and expenses reasonably incurred.

E A \$15.00 charge will be assessed for checks with insufficient funds or non existing accounts.

F If Customer chooses to place information services provider (ISP) calls or receives calls via a non-americas.com affiliated carrier, customer will be liable for all charges related to such calls; including without limitation, charges billed to the Company or Customer by ISP or other carriers, any applicable rebilling charge and charges for any service provided by the Company or its affiliates.

1. Regulations (cont'd)

1.9.3 Bills and Collection of Charges (cont'd)

1.9.4 Disputed Bill

- A The Customer shall notify the Company of any disputed items on a bill within a reasonable period of time after receipt of the bill. The existence of a disputed amount does not relieve the customer of their obligation to pay current charges. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- B The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.
- C The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

1. Regulations (cont'd)

1.10 Discontinuance of Service

- A. The discontinuance of service by the Company pursuant to this section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance of service.
- B. Upon the Company's discontinuance of service to Customer pursuant to this section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

1. 10.1 Discontinuance of Service by the Company

- A The Company may discontinue or suspend service to Customer without prior written notice without incurring liability for the following reasons:
- (i) If a condition immediately dangerous or hazardous to life, physical safety or property exists; or
- (ii) Upon order by any court, the Commission or any other duly authorized public authority;
- (iii) If service was obtained fraudulently or without the authorization of the provider or is being used for, or suspected of being used for, fraudulent purposes.

1. Regulations (cont'd)

1. 10. 1 Discontinuance of Service by the Company (cont'd)

B The Company may discontinue or suspend service to Customer upon no less than 10 days written notice without incurring liability for the following reasons:

- (i) Non payment of any past due bill for jurisdictional services;
- (ii) Violation or non-compliance with the Commission's rules and regulations governing application for and supply of services by providers;
- (iii) Obtaining service by subterfuge which includes, but is not restricted to, an application for service at a location in the name of another party by a customer whose account is delinquent and who continues to reside at the premises;
- (iv) Violation of any rule of the Company on file with and approved by the Commission which may adversely affect the safety of the Customer or other persons or the integrity of the Company's service;
- (v) Failure to comply with municipal ordinances or other laws pertaining to telecommunications service which may adversely affect the safety of the Customer or other persons or the integrity of the Company's service;
- (vi) Failure of the Customer to provide the Company reasonable access to its facilities or equipment

1. Regulations (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.2 Discontinuance of Service by Customer

- A If Customer cancels a service order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in 1.7), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 1.10.5, all costs, fees, and expenses incurred in connection with:
- (i) all non-recurring charges reasonably expended by Company to establish service to Customer, plus
  - (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
  - (iii) all recurring charges specified in the applicable service order tariff for the balance of the then current term,

1. Regulation (cont'd)

1.10 Discontinuance of Service (cont'd)

1.10.3 Cancellation of Application for Service

- A Where, prior to cancellation by Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- B Applications for service may be cancelled prior to the start of service or prior to any special construction. No charges will be imposed except for those specified above.
- C The special charges described above will be calculated and applied on a case-by-case basis.

1. Regulations (cont'd)

1.11 Restoral of Service

- A When Customer's service has been disconnected in accordance with the tariff and the service has been terminated through the completion of a Company service order, service will be re-established only upon the basis of an application for new service.

1. Regulations (cont'd)

1.12 Transfers and Assignments

- A Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (i) to any subsidiary, parent Company affiliate of the Company; (ii) pursuant to any sale or transfer of substantially all the assets of the Company; or (iii) pursuant to any financing, merger or reorganization of the Company.

1.13 Notices and Communication

- A 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.
- B 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 an address on the bill for service to which the Customer shall mail payment for that bill.
- C All notices or other communications required ie. be given pursuant to this tariff will be in writing. Notices and other communications of either party, or all bills mailed by the Company, shall have been presumed to have been delivered to the party on the third business day following the deposit 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.
- D The Company or 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.

1. Regulations (cont'd)

1.14 Promotional Offers

A The Company may, from time to time, make promotional offerings of its services. The promotional offerings may be limited as to the duration, the date and times of the offering and the locations where the offerings are made- Waivers of non recurring charges will be limited to ninety days duration.

1.15 Individual Case Basis (ICB) Arrangements

A Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customers in writing and on a non-discriminatory basis.

1.16 Customer Service

A Customer service personnel are available twenty-four (24) hours a day, seven days a week. They are to be located at 4643 South Ulster Street, Denver, Arizona 80237 and may be contacted toll-free at 1-888-8686011.

1.17 Service Provider Freezes

A The Customer has the option of freezing their basic local exchange provider and/or their intrastate, intraLATA interexchange carrier. As used herein, a freeze occurs when the Customer designates its existing basic local exchange provider and/or its intraLATA interexchange carrier as a permanent choice which may not be changed absent further written authorization by the Customer.

B Service Provider freezes will be implemented at no charge at the Customer's request.

1. Regulations (cont'd)

1.18 Emergency Services Calling (911)

A The Company shall subscribe to local exchange service at the Public Safety Answering Point (PSAP) for administrative purposes, for placing outgoing calls, for receiving non-911 calls, and for operator forwarded calls.

B Emergency 911 calls are placed by dialing the digits 9 -1 - 1. Such calls are not routed to americas.com , but are routed by U S WEST Communications, Inc., through the local network to the appropriate public safety answering point. U S WEST will forward to the public safety answering point the address of the dialing station that has been provided to U S WEST by americas.com

E The Emergency Telephone Service Charge shall appear as a separate line item on the End User's, bill.

1.19 Arizona High Cost Fund Surcharge

When the Company's High Cost Fund contribution requirements are estimated to exceed the de minimums exemption, the Company will collect a charge from each Customer to fund the Arizona High Cost Fund. The following surcharge will be added, pro rata, to the Customer's total bill for local exchange services and any optional services, beginning January 1, 2000:

1/1/00 through 12/31/00 2.40%

2 Service Descriptions and Rates

2.1 Local Service

2. 1. 1 General

A americas.com incorporated's local service provides Customer with a connection to the Company's facilities which enable the Customer to:

- (i) receive calls from other stations on the public switched telephone network;
  - (ii) place calls to other stations on the public switched telephone network;
  - (iii) access the Company's operators and business office for service related assistance; access directory assistance for the local calling area; access toll free telecommunications services; access enhanced 911 services for emergency calling; access Telephone Relay Service; and
  - (iv) access the interexchange network. A Customer may presubscribe to the carrier of their choice for interLATA and interLATA calling, or Customer may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (10XXX).
- B Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rule 64.1508.
- C The local calling area will be the same as that used by U S WEST, a description of which can be found in the telephone directory published by U S VVEST.
- D Service will be offered in the service areas in which the Company has been certified by the Arizona Public Utilities Commission.

2.1 Local Service (cont'd)

2.1.2 Residential Basic Local Exchange-Service

The monthly recurring rate for residential basic local exchange service is \$14.77.

2.1.3 Monthly Recurring Charge - Business Service

The monthly recurring line rates includes all applicable state-mandated surcharges. It does not include the federally-mandated End User Common Line Charge.

Single line businesses	\$47.50
Multi-line businesses	\$42.00

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2. Service Descriptions and Rates

2.1 Local Service

2.1.4 Initial Service Conversion Charge

A The following charge applies when an existing local service line or trunk is converted to americas.com inc's local service. It is a one-time, non-recurring charge:

\$25.00

2.1.5 Line Installation Charge

A The following charge applies per line when a new local service line or trunk is added to a new or existing account. It is a one-time, non-recurring charge:

\$69.00 Business Service  
\$35.00 Residential Service

2.1.6 Initial Service Credit Policy

A Those Customers choosing a long distance plan of a americas.com affiliate are eligible for 100% credit of the Initial Service Conversion Charge and Feature Non-Recurring Charges. This credit is not available to month to month customers.

2.1.7 Private Branch Exchange (PBX) Service

A The Company's PBX Service uses PBX Trunks to connect to a customer PBX system or other similar equipment. Standard trunk configurations include Direct Inward Dialing (DID), Direct Outward Dialing (DOD) and Combination Trunks. This service provides customers with unrestricted local calling and Carrier Access. The Company treats these trunks similar to individual exchange lines and supports multi-line hunting over a group of trunks. The monthly recurring charge covers all applicable state surcharges- it does not include the federally-mandated 17.nd User Common Line Charge. Non-recurring charges as specified in Sections 2.1.4 and 2.1.5 also apply.

Monthly Recurring Charge \$46.00

2 Service Descriptions and Rates

2.1 Local Service

2.1.7.1 PBX Rearrangement Change

Customers with rate-stabilized PBX trunks must convert to flat rate trunks to commence service with americas.com. The charge below applies to that conversion. The charge also applies to miscellaneous changes or rearrangements of PBX service (e.g. changing trunk hunt sequence). The charge that applies is:

\$50.00 per trunk

2.1.8 Direct Inward Dial (DID) Service

A DID Service is an optional feature which can be purchased in conjunction with Company-provided PBX Trunks. DID Service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID central office termination and DID number blocks apply in addition to charges specified for PBX Trunks. One additional termination charge applies for each DID-equipped PBX Trunk. Telephone numbers are furnished in blocks of 20 or 100. Blocks of number groups will be determined at the sole discretion of the Company's resources. Whenever possible, the Company will attempt to provide telephone numbers arranged consecutively in a group, but will not guarantee nor accept responsibility for provision of such an arrangement within or between a block of numbers. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine efficient telephone number utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign the DID numbers.

B Where all numbers in a group have not been connected for service, the Customer is responsible for providing interception of calls to vacant or non-working assigned station lines or telephone numbers by means of attendant intercept or recorded announcement service. The Company will not terminate these numbers to an intercept message on the Customer's behalf

<u>Rates</u>	<u>Non-Recurring Charge</u>	<u>Monthly Recurring Charge</u>
DID Central Office Termination	\$33.25	\$38.00
DID Number Group - 20	\$19.00	\$2.75
DID Number Group - 100	\$95.00	\$13.75

2 Service Description and Rates (cont'd)

2.2 Features

The following features will be available on all lines. Not all features are compatible with certain key sets and PBX systems.

Call Return

Allows a customer to automatically redial the telephone number of the last incoming call to that line, regardless of whether the call was answered, unanswered, or busy. After the recall is activated, and unless the number is blocked as described below, an announcement of the number is provided to the customer, who then has the choice of either continuing the recall by entering a code, or terminating the recall by hanging up. If the redialed number is busy, a distinctive ring alerts the customer when the number becomes available. If the telephone number of the last incoming call has been blocked through the use of a service such as Caller ID Blocking, the number cannot be redialed.

Call Trace

Call Tracing allows for the identification and recording of the telephone numbers of some or all of the incoming calls to the telephone line of a customer.

Call Transfer

This optional feature allows the user to transfer any established call to another telephone number (inside or outside of the system) without the assistance of an attendant

Call Waiting

This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

Caller ID

Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment.

2 Service Description and Rates (cont'd)

2.2 Feature (cont'd)

Caller ID Blocking/Unblocking

Call Blocking and Call Unblocking enable a Customer to control the disclosure of his or her name and telephone number to a subscriber of Caller Identification by temporarily changing the public or private status indicator of the telephone number. With per call blocking function Customer must dial a code before each call to change the indicator from public to private, or vice versa. Per line blocking provides a permanent private indicator on a Customer's line. Once per line blocking is established the private status can be changed by the Customer only temporarily (for individual calls) by using per call unblocking.

Call Forward Variable

This optional feature allows all calls directed to a telephone number to be routed to a user defined telephone number. The user is charged any applicable usage charges for the re-routed call. The user can activate/deactivate Call Forward and define a telephone number where all calls will be forwarded. Calls cannot be forwarded to an International Direct Distance Dialing (JDDD) number.

Call Forward Busy Line

This optional feature forwards calls to a busy station to a predetermined number. Calls cannot be forwarded to an international Direct Distance Dialing (IDDD) number. The user is charged any applicable usage charges for the forwarded call.

Call Forward Don't Answer

This optional feature allows users to re-route a call to a predetermined station in the event that the call is not answered within a customer- specified number of rings. Users are charged for any applicable usage charges on the forwarded call.

Call Forward Remote Access

Allows a Customer to re-route calls to their incoming line to a predetermined station from a location.

2 Service Description and Rates (cont'd)

2.2 Features (cont'd)

Continuous Redial

Allows a customer to automatically redial the last telephone number dialed. If the called number is busy, the number is redialed for a limited period of time. A distinctive ring alerts the customer when the called number becomes available.

Direct Connect Line

This optional feature allows a Customer to automatically dial a pre-designated number whenever the originating telephone goes off hook. This feature is assigned to a phone which is used only for this purpose.

Hunting

This feature routes a call to an idle line in a prearranged group when the called telephone number is busy. Typically this feature is used with the customer's main telephone number and several subtending lines so that the customer can receive calls on several lines, although all calls are placed to the same number. Hunting will not work with Call Forward Busy and Don't Answer.

Three Way Calling

Allows a user to add a third party to an existing conversation without expensive conferencing equipment. This feature also allows a user to place a call on hold in order to make a consultation call on the same line. When the consultation call is completed the user hangs-up or depresses the flash key on the telephone and is reconnected to the original conversation.

Toll Restriction

Allows the customer to block outgoing toll calls from their lines.

2 Service Descriptions and Rates (cont'd)

2.2 Feature (cont'd)

2.2.1 Terms and Conditions

- A Per call blocking and unblocking shall be offered at no charge. Per line blocking shall be offered at no charge for the first request of each Customer. Domestic violence programs and law enforcement agencies shall always be offered per line blocking at no charge.
- B The results of a call trace will be furnished only to law enforcement agencies or authorities upon proper request by them.
- C Disclosure of telephone number may occur when caller subscribes to Caller Identification or Automatic Call Back. Call blocking, on either a per call or per line basis, prevents the delivery of this information.

2 Service Description and Rates (cont'd)

2.2 Features (cont'd)

2.2.3 Rates

	Non Recurring Charge	Monthly Recurring Charge	Per Usage Charge
Call Forward Busy Line	\$6.50	\$4.75	
Call Forward Don't Answer	\$6.50	\$3.25	
Call Forward Remote Access	\$6.50	n/a	
Call Forward Variable	\$6.50	\$4.75	
Call Return	n/a	n/a	\$.75
Call Trace	n/a	n/a	\$1.00
Call Transfer	\$6.50	\$5.80	
Call Waiting	\$6.50	\$7.00	
Caller ID Blocking	n/c	n/c	n/c
Caller ID Name Number	\$6.50	\$7.50	
Continuous Redial	n/a	n/a	\$.75
Direct Connect Line	\$6.50	\$1.85	
Hunting	n/a	\$6.50	
Three Way Calling	\$6.50	\$4.25	
Toll Restriction	\$16.00	\$4.50 <sup>(1)</sup>	

(1) For residential customers, the non-recurring charge will not apply and the monthly recurring charge is reduced to \$2.00

2 Service Description and Rates (cont'd)

2.3 Directory Listings

Directory listings will be provided in accordance with Section 1.6 of this tariff. The following types of listings are available:

- (i) **Primary Listing.** A primary listing contains the name of the Customer, or the name under which business is regularly conducted, as well as the address and telephone number of the Customer. Primary listings are provided at no charge;
- (ii) **Additional Listings.** Additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein;
- (iii) **Non-Published Listing.** Nonpublished listings are not printed in directories nor are they available from directory assistance. Nonpublished listings are subject to the provisions set forth in Sections 1.2 and 1.6;
- (iv) **Non-Listed Number.** Non-listed numbers are those which provide for the omission or deletion of the Customer's listing from the telephone directory. Such listings are available from directory assistance,
- (v) **Foreign Listing.** A foreign listing is one which is published in a directory not in the Customer's immediate calling area.
- (vi) **Extra Line Listing.** Provides additional information after a main or additional listings.
- (vii) **Cross Reference Listing.** This provides a reference to another listing in the same directory.

2.3.1 Rates

	Non-Recurring Charge	Monthly Recurring Charge
Primary Listing	n/c	n/c
Additional Listing	\$11.50	\$1.75
Non-Published Listing	\$17.00	\$2.00
Non-Listed Number	\$17.00	\$1.75
Foreign Listing	\$11.50	\$1.75
Extra Line Listing	\$11.50	\$1.75
Cross Reference	\$11.50	\$1.75

2 Service Description and Rates (cont'd)

2.4 Directory Assistance

- A The Customer may access Directory Assistance for the purpose of determining phone numbers within its local calling area by calling the Directory Assistance Operator. A maximum of two number requests per call will be allowed.
- B The Customer will have the option of utilizing Directory Assistance Call Completion for the option of placing a call to the number requested.

2.4.1 Rates

- A For all calls to directory assistance, the following charge will apply:  
\$.35 per call
- B For all requests for Directory Assistance Call Completion, the following additional charge will apply:  
\$.35 per call

2.4.2 Directory Assistance Credits

- A Credit will be given for calls to Directory Assistance as follows:
- (i) The Customer experiences poor transmission or is cut-off during the call; or
  - (ii) The Customer is given the incorrect telephone number.
- B To obtain credit, the Customer must contact its Customer Service representative.

2 Service Description and Rates (cont'd)

2.5 Operator Service

A The Customer has the option of contacting U S WEST for general information, such as dialing instructions, country or city codes, area code information and Customer Service 900 numbers. The Customer may obtain the assistance of a U S WEST operator to complete local exchange telephone calls in the following manner:

- (i) Third Party Billing. Provides the Customer with the ability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator;
- (ii) Collect Calls. Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator;
- (iii) Calling Cards. Provides the Customer with the capability of placing a call using a credit card of an interexchange carrier with or without the assistance of an operator;
- (iv) Person to Person. Calls completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party;
- (v) Station to Station. Calls completed with the assistance of an operator to a particular Station. The call may be billed to the called party.
- (vi) Busy Line Verification. Provides the Customer with the verification that a line is busy and not otherwise disrupted.
- (vii) Busy Line Verification- Provides the Customer with the option of interrupting a line that has been verified to be busy.

2 Service Description and Rates (cont'd)

2.5 Operator Services (cont'd)

2.5.1 Rates

Third Party Billing	surcharge	per minute charge
Collect	\$1.85	\$.25
Credit Card	\$1.85	\$.25

Credit card calls will be assessed a handling fee of 10%

Person to Person	\$3.90	\$.25
Station to Station	\$1.85	\$.25
Busy Line Verification	\$3.00	\$.25
Busy Line Verification w/Interrupt	\$6.00	n/a

2.6 Presubscription

2.6.1 Description

A Customer may presubscribe to the carrier(s) of their choice for interLATA calling.

2.6.2 Rates

InterLATA carrier change \$5.00 per line per occurrence. This charge will not apply to a customer's initial selection of an interLATA carrier.

2 Service Description and Rate (cont'd)

2.7 Service Restoral Charge

When service has been discontinued in accordance with Section 1. 11, the following service restoral charge will apply:

\$40.00

2.8 Vanity Number

When a customer requests a specific number (e g 555-TOYS), and the number is available, there will be a non-recurring charge of \$250.00.