

ORIGINAL NEW APPLICATION



0000154059

ARIZONA CORPORATION COMMISSION

RECEIVED

Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services

AUG 29 2014 P 58

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

ARIZONA CORPORATION COMMISSION
DOCKET CONTROL

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

T-20915A-14-0317

Type of Service: Applicant has no pending applications before the Arizona Corporation Commission.

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)1
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Vodafone US Inc., d/b/a Vodafone Americas
560 Lexington Avenue, 9th Floor
New York, NY 10022
Telephone: 855.377.8360
Facsimile: 212.731.2699
Email: blair [dot] rosenthal [at] Vodafone [dot] com
Website: http://enterprise.vodafone.com/home/

Arizona Corporation Commission

DOCKETED

AUG 29 2014

DOCKETED BY

1 Applicant further proposes to provide exchange access services to interconnecting carriers.

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

The Company will be doing business in Arizona under the trade name Vodafone Americas and has registered this name with the Arizona Office of the Secretary of State.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

**Megan Doberneck
General Counsel & Company Secretary
Vodafone US Inc.
999 18th Street, Suite 1750
Denver, CO 80202
Telephone: 303.293.5870
Facsimile: 303.296.3178
Email: megan [dot] doberneck [at] Vodafone [dot] com**

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

**Joan Burke, Esq.
Law Office of Joan S. Burke
1650 N. First Avenue
Phoenix, AZ 85003
Telephone: 602. 535.0396
joan [at] jsburkelaw [dot] com**

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

**Bryan Ganno
Governance Manager
Vodafone US Inc.
999 18th Street, Suite 1750
Denver, CO 80202
Telephone: 303.293.5872
Facsimile: 303.296.3178
E-mail: bryan [dot] ganno [at] Vodafone [dot] com**

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- Limited Liability Company: _____ Arizona, X Foreign
- Corporation: _____ "S", X "C", _____ Non-profit
- Other, specify: _____

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

Please refer to Attachment A.

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

Please refer to Attachment B.

(A-10) Indicate the geographic market to be served:

- Statewide. (Applicant adopts statewide map of Arizona provided with this application).
- Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Neither Applicant nor any of its officers or directors have been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

Neither the Applicant nor any of its officers or directors have been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

VUSI understands that the Commission's historic policy of requiring new applicants for a certificate of public convenience and necessity to provide financial surety has evolved to require such surety only where an applicant "lacks the financial, or technical, or managerial capability to provide its proposed services." Decision 74295, p. 5 (Jan. 29, 2014). Thus, the Company does not believe that surety is required in connection with its application. VUSI is the wholly-owned subsidiary of Vodafone Group Plc, a UK-based global communications provider in over thirty countries with annual revenues exceeding \$64 billion. VUSI is a new entrant; however it is managed by a seasoned team of industry professionals that also have available the resources of the entire Vodafone family of communications companies. Further VUSI proposes to serve sophisticated multi-national enterprise-level customers pursuant to contracts that afford these customers substantial protections and that impose no financial risks on the public. Because the Company is demonstrably strong financially, managerially and technically and because its operations will not jeopardize Arizona consumers, VUSI does not believe that imposition of a financial surety requirement is warranted.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

Applicant will submit the affidavit of publication once notice is published.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

VUSI is reviewing potential underlying carriers, including major national providers such as AT&T, Verizon, Level 3, and XO Communications as well as the respective incumbent local exchange carriers, initially CenturyLink (legacy Qwest Corporation).

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

See Attachment E.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Applicant has not yet initiated the provision of competitive local exchange and interexchange service in any state. A listing of key personnel employed by Applicant is attached at Attachment F.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

VUSI has no affiliates providing regulated intrastate communications services in Arizona. The Company has affiliates providing telecommunications services in a limited number of other states as well as interstate and international services.

VUSI is the wholly-owned subsidiary of Vodafone Group Plc, a UK-based global communications provider in over thirty countries with annual revenues exceeding \$64 billion. The companies owned by Vodafone Group Plc serve 404 million customers around the world.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes

No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

Please refer to Attachment D and see response to B-3.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

VUSI will not rely on the financial resources of its parent corporation.

Applicant is a private company and its financial statements are confidential and proprietary. Applicant seeks permission to provide the financials supporting this Application to Staff pursuant to a protective agreement, and will work with Staff to provide the necessary assurances that the Applicant's financial resources are adequate.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.

VUSI projects total revenue generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification to be \$60,000.00.

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Applicant projects operating expenses to be incurred during the first twelve months of providing telecommunications services to Arizona customers to be a minimum of \$32,000.00.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

VUSI does not expect to deploy its own network assets to serve Arizona subscribers in its first twelve months of operations and anticipates that the net book value of jurisdictional Arizona assets used in the provision of telecommunications service to Arizona customers for the first twelve months of operation will be zero.

(B-4) The Applicant must provide the following information. (continued)

4. If the projected value of all assets is zero, please specifically state this in your response.

Applicant's projected value of all Arizona assets will be zero for the first twelve months.

5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Inapplicable.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

Applicant is in the process of negotiating resale and/or interconnection agreements with underlying carriers.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

Applicant's current plans are to begin to sell facilities-based and/or resold telecommunications services in the State of Arizona within 30-90 days of approval.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes

No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

Yes

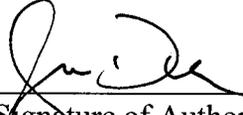
No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes

No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.



(Signature of Authorized Representative)

August 26 2014

(Date)

Megan Doberneck

(Print Name of Authorized Representative)

General Counsel and Company Secretary

(Title)

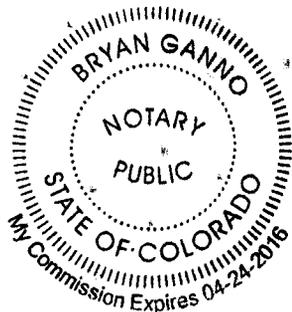
SUBSCRIBED AND SWORN to before me this 26 day of August, 2014.



NOTARY PUBLIC

My Commission Expires 4/24/2016

SEAL



ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services
of
Vodafone US Inc., d/b/a Vodafone Americas**

ATTACHMENT A

A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.

A copy of Applicant's Certificate of Good Standing as a Foreign Corporation is attached.

A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).

Ownership

1. Vodafone Global Enterprise Limited, a communications service provider
Vodafone House, The Connection, Newbury, UK RG142FN;
(100 percent direct)
2. Vodafone Group PLC, a communications service provider
Vodafone House, The Connection, Newbury, UK RG142FN
(100 percent indirect)
3. Black Rock, Inc., investments
55 East 52nd Street, NY 10055
(6.9 percent indirect)

Officers

Chuck Pol, President
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

Megan Doberneck, General Counsel & Company Secretary
Anna Ewing, Chief Financial Officer
Bryan Ganno, Assistant Secretary
Vodafone US Inc.
999 18th Street, Suite 1750
Denver, CO 80202

Directors

1. Chuck Pol
560 Lexington Avenue, 9th Floor, New York, NY 10022
2. Jan Geldmacher
The Connection, Newbury, Berkshire RG14 ZEN, United Kingdom
3. Fay Arjomandi
275 Shoreline Drive, #400, Redwood City, CA 94065
4. Erik Brenneis
Ferdinand-Braun-Platz 1, 40549 Düsseldorf, Germany
5. Megan Doberneck
999 18th St., S. Tower, Ste. 1750, Denver, CO 80202
6. Anna Ewing
999 18th St., S. Tower, Ste. 1750, Denver, CO 80202
7. Brian Fitzpatrick
560 Lexington Ave., 9th Floor, New York, NY 10022
8. João Henriques
The Connection, Newbury, Berkshire RG14 ZEN, United Kingdom
9. Stefano Parisse
The Connection, Newbury, Berkshire RG14 ZEN, United Kingdom

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****VODAFONE US INC.*****

a foreign corporation organized under the laws of Delaware did obtain authority to transact business in the State of Arizona on the 22nd day of January 2010.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 29th Day of August, 2014, A. D.





Jodi A. Jerich, Executive Director

By: _____ 1113370

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

of

Vodafone US Inc., d/b/a Vodafone Americas

ATTACHMENT B

VUSI's proposed tariff for local exchange and interexchange services is attached.

1. Proposed rates and charges for each service offered appear in the Company's proposed Effective Rate Schedule No. 1.
2. Tariff maximum rate and prices to be charged appear beginning at tariff Sheet No. 65.
3. Terms and conditions applicable to provision of service appear beginning at tariff Sheet No. 12.
4. VUSI does not intend to collect deposits, advances and/or prepayments applicable to provision of service. Provisions addressing this appear at tariff Sheet No. 42.
5. The proposed fee that will be charged for returned checks appears at tariff Sheet No. 29.

Notes:

The maximum and minimum rate structure established in VUSI's tariff is based on a fixed percentage multiplied by the existing rate, then added to, or subtracted from, the existing competitively priced rate to develop the maximum or minimum rates, respectively. The calculated maximum or minimum rates are then rounded up or down, respectively, to the nearest dollar amount.

The Company's proposed Arizona rates are designed to be competitive with those of other competitive local exchange and interexchange carriers in Arizona, as well as with those of incumbent local exchange carriers. As a new market entrant, VUSI could not successfully attract and retain subscribers unless its rates were competitive with larger, more established competitors. Moreover, the Company does not have market power to control pricing and could not sustain unreasonably low, anti-competitive service rates through service subsidies in Arizona or elsewhere. VUSI's rates reflect the Company's underlying costs and a reasonable return, while enabling the Company to remain competitive and attract and retain subscribers in Arizona's highly competitive local exchange and interexchange markets. Further, VUSI's Arizona rates are consistent with those charged by other competitive local exchange and interexchange carriers operating under Commission-approved tariffs. Accordingly, the Company's proposed rates should be considered fair, just, and reasonable.

VUSI does not collect advances, deposits or prepayments at this time, but reserves the right to do so in the future, contingent on the Company's compliance with such Commission bond requirements as may apply at that time.

STATE OF ARIZONA TELECOMMUNICATIONS TARIFF

Regulations and Schedule of Charges Applying to
Competitive Local Exchange
And Interexchange
Telecommunications Services
in the State of Arizona

Vodafone US Inc.

Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

Tariff ("Tariff") contains descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed local exchange and interexchange telecommunications Services provided by Vodafone US Inc. ("Vodafone U.S." or "Company") within the State of Arizona. This Tariff is on file with the State of Arizona Corporation Commission ("Commission"). This Tariff may also be inspected during normal business hours at Vodafone US Inc.'s principal place of business at 560 Lexington Avenue, 9th Floor New York, NY 10022.

Issued:

Effective:

Issued By:

Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

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 Assistant General Counsel
 Vodafone US Inc.
 560 Lexington Avenue, 9th Floor
 New York, NY 10022

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

Issued:

Effective:

Issued By:

Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

EXPLANATION OF SYMBOLS

- (C)** Change in the offering
- (D)** To signify a discontinued regulation.
- (I)** To signify increased rate.
- (M)** To signify material relocated from or to another Tariff location.
- (N)** To signify a new rate or regulation.
- (R)** To signify a reduced rate.
- (T)** To signify a change in text only.

Issued:

Effective:

Issued By:

Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the Sheet. Sheets are numbered sequentially. However, occasionally, when a new Sheet is added between Sheets already in effect, a decimal is added. For example, a new Sheet added between Sheets 14 and 15 would be 14.1.
- B. Numbers** -- Revision numbers also appear in the upper right corner of each Sheet. These numbers are used to determine the most current Sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current Sheet number on file with the Commission is not always the Sheet in effect. Consult the Check Sheet for the Sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are five levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
- D. Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the Sheets contained in the Tariff with a cross-reference to the current revision number. When new Sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Sheets). The Tariff Authorized User should refer to the latest Check Sheet to find if a particular Sheet is the most current on file with the Commission.

Issued:

Effective:

Issued By:

Blair Rosenthal
Assistant General Counsel
Vodafone US Inc.
560 Lexington Avenue, 9th Floor
New York, NY 10022

APPLICATION OF TARIFF

- A.** This Tariff schedule sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of competing local exchange Services offered by Company to Customers in the State of Arizona, subject to availability.
- B.** Company has been granted authority to provide Local Exchange Service in exchanges served by CenturyLink (legacy Qwest Corporation) and incumbent local exchange carriers that do not enjoy a rural exemption under Section 251(F) of the Federal Telecommunications Act of 1996. Company's Local Exchange Service area is consistent with the incumbent local exchange carrier as set forth in each company's respective local exchange tariff, which Company adopts as its own. The Company is authorized to provide interexchange service statewide.
- C.** The rates and regulations contained in this Tariff apply only to the telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the Services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company or its affiliates.
- D.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- F.** This Tariff is governed and interpreted according to the Laws of the State of Arizona.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Tariff are defined in this section. Other terms having reference only to a specific Service offered by Company may be defined in the sections applicable to that Service.

Access Line: A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

Applicant: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to Company for Services provided as set forth in this Tariff.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service. Also see "End-User."

Basic Local Exchange Service: Service that includes the following:

- * Single-party Service;
- * Voice grade access to the public switched network;
- * Support for local use;
- * Dual tone multifrequency signaling (touch-tone);
- * Access to emergency Services (911);
- * Access to operator Services;
- * Access to Interexchange Services;
- * Access to directory assistance; and
- * Toll limitation Services.

Called Station: The terminating point of a call (i.e., the called number).

Carrier: An entity certified by the Commission to provide telecommunications Services within the State of Arizona.

Central Office: A switching unit, in one location of a telecommunications system providing Service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines.

Channel: A communications path between two or more points of termination.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Commission: The State of Arizona Corporation Commission.

Company: Vodafone US Inc. ("VUSI" or "Company"), the issuer of this Tariff.

Customer: The person, firm, corporation or other entity which orders or uses the Company's services offered in this tariff and which is responsible for payment of charges in compliance with the regulations in this tariff, except any person, firm, corporation or other entity to whom the Company does not specifically solicit for the use of the Company's services offered in this Tariff or who does not affirmatively consent to the use of the Company's services offered in this Tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to Company's Services.

Directory Listing: The publication in alphabetical directory published by an incumbent local exchange carrier ("ILEC") of information relative to a subscriber's telephone number, by which telephone Authorized Users are enabled to ascertain the telephone number of a desired individual or business.

Disconnect or Disconnection: The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

End User: Any person, firm, corporation, partnership or other entity that uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer. Also see "Authorized User."

Exchange: A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication Service in that area.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following: Channels, Lines, Apparatus, Devices, Equipment, Accessories, Communications paths and Systems, which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood, explosion, lightning or other natural catastrophes, labor dispute, cable cuts, and failures of third-party suppliers of goods and services; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars.

Holidays: Any day which is a legally observed federal government holiday.

Installation Charges: Charges, which are assessed on a non-recurring basis at the establishment of a Service.

Interexchange: Telephone calls, Traffic, Facilities or other items that originate in one Exchange and terminate in another.

InterLATA: A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

IntraLATA: A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

Joint User: An individual, partnership, association or corporation sharing a Customer's Exchange Service according to the provisions of this Tariff for such shared use.

LATA (Local Access and Transport Area): A geographical area established by the U.S. District Court for the State of Arizona in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor Tariffs.

Local Calling Area: One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier ("LEC"): A company that furnishes Local Exchange telecommunications Service.

Local Exchange Service: The furnishing of telecommunications Service to individual and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: The area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of Company or of other telephone companies.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Premises: The building, or portion or portions of a building or structure, occupied at one time by a Customer either as a residence or for business use.

Service(s): The intrastate telecommunications Service(s) that Company offers as set forth in this Tariff.

Station: Telephone equipment from or to which calls are placed.

Telecommunications Relay Service (TRS): Enables the Deaf, hard-of-hearing, or speech-impaired who use a text telephone or similar devices, and non-impaired callers to freely communicate with each other.

Trunk: A communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

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SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY****2.1.1. Scope**

- A. Company undertakes to furnish competitive Local Exchange and Interexchange communications Services within the State of Arizona pursuant to the rates, terms and conditions set forth in this Tariff.
- B. Customers and Authorized Users may use Services and Facilities provided under this Tariff to obtain access to Services offered by other service providers. 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 Company network in order to originate or terminate its own services, or to communicate with its own customers.
- C. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- D. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- E. Company's Services are provided on a monthly basis unless otherwise provided, and are generally available twenty-four (24) hours per day, seven (7) days per week, and three-hundred and sixty-five (365) days per year.
- F. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.2. Shortage of Equipment or Facilities

- A. Company reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by Company, when necessary because of lack of Facilities, or due to some other causes beyond Company's control.
- B. The furnishing of Service under this Tariff is subject to existence of necessary Facilities in a specific location. The availability on a continuing basis of all the necessary Facilities and is limited to the capacity of Company's Facilities as well as Facilities Company may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of Company.
- C. Notwithstanding anything else in this Section, the quality of Service will meet or exceed the minimum standards set forth in Commission regulations as amended from time to time.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.3. Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least one month, twenty-four (24) hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) calendar days.
- B. 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; further, Customers will also be required to execute any other documents as may be reasonably requested by Company.
- C. 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 upon thirty (30) calendar days' written notice. 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.
- D. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from Company. Customers who have service with another carrier under contract may incur early termination fees to subscribe to Company's Services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company**

Because the Customer has exclusive control of its communications over the Services furnished by Company, and because interruptions and errors incident to these Services may be unavoidable, the Services are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

- A. **Liability for Service Disruption** - The liability of Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by act or omission, shall be limited to the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages or lost profits, or costs of cover to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of Company's employees or agents.
- B. **Indemnification** - Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
1. **Circumstances Beyond Company's Control** - Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to Force Majeure; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve Company's employees.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

2. Acts of Other Entities - Company shall not be liable for: (a) any act or omission of any entity furnishing Company or Company's Customers facilities or equipment used for or with the Services Company offers, or (b) for the acts or omissions of other Carriers.
3. Acts of the Customer - Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises Equipment ("CPE") purchased or leased from Company by the Customer.
4. Damage to Customer's Premises - Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of Company's agents or employees.
5. Liability for Acts of Other Carriers or Companies - Company shall not be liable for any act or omission of any other companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
6. Liability for Transmission Errors - Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of Company, (1) caused by Customer-provided equipment or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued.****2.1.4. Liability of Company, Continued****B. Indemnification, Continued**

7. Disconnection of Service - Company shall not be liable for the Disconnection of Service, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages or lost profits, or costs to cover, so long as such Disconnection of Service complied with the applicable rules and regulations; or
8. Violations - Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
9. Interruption - Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service; or
10. Loss, Destruction or Damage - Company shall not be liable for any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or unintentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
11. Unlawful Acts - Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment; or
12. Disclosure - Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

B. Indemnification, Continued

- 13. Fees - Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company; or
- 14. Caller ID Blocking - Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence of Company; or,
- 15. Unauthorized Use - Company shall not be liable for any unauthorized use of the Service provided to Customer.

C. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- D. Service Installation and Operation - Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of Service furnished by Company at such locations. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.
- E. Notice of Temporary Disconnection - Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair 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 that gave rise to temporary discontinuance.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

F. Connection to Company's Network - 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 Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that the Customer's or the Customer's agent's equipment and/or system is properly interfaced with Company's Service, that the signals emitted into Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. 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 equipment, and personnel.

G. EXPRESS AND IMPLIED WARRANTIES - COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.4. Liability of Company, Continued**

- H. Errors in Billing - The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- I. Provision of Service - Company will not be liable for any refusals or failures to provide Service or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.
- J. Emergency 911 Service

With respect to emergency 911 Service:

1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. 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 other 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 and does not create any relationship or obligation, direct or indirect, with or to any person other than Customer.
2. Neither is Company responsible for any infringement nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 Service, and which arise out of the negligence or other wrongful act of Company, the Customer, its Authorized Users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.4. Liability of Company, Continued

- K. Directory Listings - Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
 - 1. Cost and Time - Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability by Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
 - 2. Private and Semi-Private Listings - In conjunction with private and semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
 - 3. Non-Published Listings and Emergency Calls - When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental agency responsible for the Emergency 911 Service upon request of such government agency. By subscribing to Service under this Tariff, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.5. Service-Affecting Activities**

Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance.

2.1.6. Provision of Equipment and Facilities

- A. 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. Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. 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, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by Company, except upon the written consent of Company.
- C. Company may substitute, change any equipment or Facility at reasonable times.
- D. Equipment Company provides or installs at the Customer Premises for use in connection with the Services Company offers shall not be used for any purpose other than that for which it was provided by Company.
- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by 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 Company, including but not limited to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.1. UNDERTAKING OF COMPANY, Continued****2.1.6. Provision of Equipment and Facilities, Continued**

F. 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 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, Company shall not be responsible for:

1. The transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by Customer-provided equipment.

2.1.7. Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside 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 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.

2.1.8. Special Construction

Subject to the agreement of Company and to all of the regulations contained in this Tariff, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which Company would normally construct;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.1. UNDERTAKING OF COMPANY, Continued

2.1.8. Special Construction, Continued

- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9. Ownership of Facilities

Title to all Facilities in accordance with this Tariff remains in Company, its agents, wholesale partners or contractors.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES****2.2.1. No Unlawful Purpose**

The Services 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.

2.2.2. Compliance Letter Required

Company may require Applicants for Service who intend to use Company's offerings for resale and/or for shared use to file a letter with Company confirming that their use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

2.2.3. No Interference

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.2.4. Assignment Provisions

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of Company. Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to Company for regulated communications Services. Such a transfer will be treated as a Disconnection of existing Service and installation of new Service, and non-recurring Installation Charges as stated in this Tariff will apply.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.2. PROHIBITED USES, Continued****2.2.5. Company-Provided Equipment**

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer and Authorized User to share the cost of Service.

2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

2.2.8. Service Used for Impersonation or Lewd or Obscene Purposes

Service shall not be used to impersonate another person with fraudulent or malicious intent. Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

2.2.9. Service Used Without Payment

The use of Company's Services either without payment for Service or attempting to avoid payment for Service including, but not limited to, by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, and engagement of a third party to commit fraud, is prohibited.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. PROHIBITED USES, Continued

2.2.10. Rights and Titles Remain with Company

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

2.2.11. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's "service agreements" including, but not limited to, price lists, tariffs, and/or individual customer agreements.

2.2.12. Use for Solicitation by Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequited or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited in accordance with state and federal laws.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER****2.3.1. Payment of Bills and Charges**

- A. The Customer shall be responsible for the payment of all applicable charges for Services rendered pursuant to this Tariff and/or contract;
- B. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billing, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- C. A charge of \$20.00 will be assessed for checks with insufficient funds or non-existing accounts, unless waived by Company for good cause shown.
- D. If the Customer chooses to place information services provider ("ISP") calls or receives calls via a non-Company affiliated carrier, the Customer will be liable for all charges related to such calls; including without limitation, charges billed to Company or Customer by ISP or other carriers, and any applicable rebilling charge and charges for any service provided by Company or its affiliates.

2.3.2. Unauthorized Use

The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.3. Compliance with Regulations**

The Customer is responsible for compliance with applicable regulations set forth in this Tariff.

2.3.4. Compliance with Law

The Customer shall be responsible for complying with all laws and regulations applicable to use of services provided under this tariff and any Services contract between Customer and Company.

2.3.5. Identification

The Customer is responsible for verifying the name(s) of the Authorized Users allowed to request and use the Customer's Service, upon Company request, and for establishing identity as often as is necessary during the course of a call to Company or when seeking credits from Company.

2.3.6. Relationship

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any Commission to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. OBLIGATIONS OF THE CUSTOMER, Continued

2.3.7. Claims – With respect to any Service or Facility provided by Company, the Customer shall indemnify, defend and hold harmless Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. Any loss, destruction or damage to the property of Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, 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
- B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, from (1) combining Company-provided Services and equipment with any facilities, Services, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control; or
- C. Any claim for breach in the privacy or security of communications transmitted over Company's Services; or
- D. Any and all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by Company pursuant to this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.8. Company-Provided Equipment and Facilities**

- A. Damage to Company Facilities or Equipment - The Customer shall be responsible for reimbursing Company for damage to, or loss of, Company's Facilities or equipment caused by the acts or omissions of the Customer; or the failure of the Customer to comply with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of Company, beyond the scope of their employment or agency. Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall have no claim to Company's right of recovery of damages to the extent of such payment made.
- B. Return of Equipment - Customer will return to Company within five (5) business days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

2.3.9. Resources and Rights of Way

- A. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- B. The Customer shall be responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Subsection (A) above. Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.9. Resources and Rights of Way, Continued**

- C. The Customer shall be responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both Company and the Customer. No allowance for interruptions in Service will be made for the period during which Service is interrupted for such purposes.

2.3.10. Working Conditions

- A. The Customer shall be responsible for providing, at no charge to Company and as specified from time to time by Company, any needed personnel, equipment, space, power, surge and lightening protection 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.
- B. The Customer shall be responsible for 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 Company's Facilities and equipment. The Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in Company's opinion, injury or damage to Company's employees or property might result from installation or maintenance by 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.

2.3.11. Liens or Encumbrances

The Customer shall be responsible for not creating or allowing to be placed or maintained any liens or other encumbrances on Company's equipment or Facilities or Customer-Premises equipment leased by the Customer from Company.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued****2.3.12. 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 Federal Communications Commission ("FCC") under the FCC's rules and all wiring must be installed and maintained in compliance with those regulations.
- B. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition that gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.6 following is not applicable.
- C. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.3. OBLIGATIONS OF THE CUSTOMER, Continued**

2.3.13. Interconnection of Facilities - Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of Company used for furnishing Local Exchange Service and the Channels, facilities, or equipment of others may be provided at the Customer's expense. Company's Services (as detailed in Section 3 of this Tariff) may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications Carriers that are applicable to such connections. Facilities furnished under this Tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this Tariff.

2.3.14. Inspections - Upon reasonable notification to the Customer, and at a reasonable time, Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in this Tariff for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned Facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections. If the protective requirements for Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Facilities, equipment and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) business days of receiving this notice the Customer must take this corrective action and notify Company of the action taken. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm. Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer equipment must meet.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. CUSTOMER EQUIPMENT AND CHANNELS****2.4.1. General**

An Authorized User may transmit or receive information or signals via the Facilities of Company. Company's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Tariff. An Authorized User may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5: PAYMENT ARRANGEMENTS****2.5.1. Establishment of Service****A. Application for Service**

1. An Applicant for Service may be required by Company in its sole discretion to sign an application form requesting Company to furnish Facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Tariff. This application for Service, where required by Company, together with the provisions of this Tariff, establishes the Contract between Company and the Customer, which may not be assigned or transferred in any manner, without the written consent of Company.
2. If Customer's Service has been terminated or suspended and the Customer wishes to reestablish Service, payment of all unpaid, pending and undisputed charges, as well as a Deposit and or Advance Payment for all connection charges, may be required prior to re-establishing Service, pursuant to rules of the Commission and state laws, if any.
3. Company may refuse to establish Service if any of the following conditions exist:
 - (a) The Applicant has an outstanding amount due for similar Services and is unwilling to make acceptable arrangements with Company for payment;
 - (b) A condition exists which in Company's judgment is unsafe or hazardous to the Applicant, the general population, or Company's personnel or facilities;
 - (c) The Applicant is known to be in violation of Company's Tariffs filed with the Commission;

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

A. Application for Service, Continued

3. Company may refuse to establish, Continued.

- (d) Failure of the Applicant to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the Applicant and which have been specified by Company as a condition for providing Service;
- (e) Applicant falsifies his or her or its identity for the purpose of obtaining Service;
- (f) Company may refuse to provide Service at an address where Service has been discontinued for non-payment of bills for any Service subject to this Tariff if it is determined that the non-payment Customer or real users of the Service still reside at the address; or
- (g) The Service requested is not expressly offered under this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.1. Establishment of Service, Continued****B. Establishment of Credit**

1. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company may refuse Service on the basis of credit history and may refuse further Service due to late payment or nonpayment by the Customer.
2. In order to assure the proper payment of all Customer-incurred charges for Service, Company will require Applicants for Service and Customers to establish and maintain acceptable credit.
3. The establishment or re-establishment of credit by an Applicant or Customer will not relieve the Applicant or Customer from compliance with other responsibilities, including the payment of advance payments or bills, and in no way modifies the provisions concerning disconnection and termination of Service for failure to pay Customer-incurred charges for Service rendered by Company.
4. Company may refuse to furnish Service to an Applicant that has not paid charges for Service of the same classification previously furnished by Company, until, at the option of Company, and/or the Applicant pays any past due bill.
5. If the verification of credit results in unsatisfactory credit information, the Applicant will be informed of the reason or reasons for denial of credit, after which Company may refuse to provide or continue Service pursuant to applicable Commission regulations or State law.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.1. Establishment of Service, Continued

B. Establishment of Credit, Continued

6. An existing Customer may be required to reestablish prepayment when any of the following conditions occur:
 - (a) During the first twelve (12) months that a Customer receives Service, the Customer pays late three (3) times or has Service disconnected by Company for nonpayment two (2) times;
 - (b) After the first twelve (12) months that the Customer has received Service, the Customer has had Service disconnected two (2) times by Company or Company provides evidence that the Customer used a device or scheme to obtain Service without payment;
 - (c) After the first twelve (12) months that a Customer has received Service, the Customer pays late at least three (3) times during any twelve (12) month period; or
 - (d) At any time during the term of the agreement the customer's exceeds the established credit limit.
7. Payment by a Customer of past-due bills will not, of itself, relieve the Customer from the obligation of establishing credit.
8. A Customer may be required to reestablish credit when the nature of Service furnished or the basis on which credit was established has significantly changed.
9. If a Customer fails to reestablish credit as required by Company, Service may be disconnected pursuant to Commission rule(s) and state laws, if applicable.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.2. Payment for Service**

- A. **Facilities and Service Charges** - The Customer is responsible for the payment of all charges for Facilities and Services furnished by Company to the Customer and to all Authorized Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons.
- B. **Taxes and Fees** - The Customer is responsible for payment of any sales, use, excise, access or other local, state and federal taxes, charges or surcharges imposed on or based upon the provision, sale or use of Company's Services.
- C. **Changes in Service Requested** - 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. **Return Check Charge** - Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge per Customer, per check in accordance with Section 2.3.1.C. of this Tariff.

2.5.3. Billing and Collection of Charges

- A. The Company will comply with the provisions of R14-2-508(B) and (C) with respect to billing format and billing terms. Recurring charges are billed monthly. Usage charges, if applicable, are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No local usage charges will apply to calls received by the Customer.
- B. Billing is payable upon receipt and past due twenty (20) calendar days following the billing date. The Company may impose a monthly late payment charge not to exceed 1.5 percent for the unpaid balance if bills are not paid within twenty (20) days after the date of posting. Where any undercharge in billing of a Customer is the result of a Company mistake, Company will back bill Customer for applicable charges up to six (36) months.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.4. Advanced Payments

Company does not accept advanced payments.

2.5.5. Deposits

Company does not accept deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. PAYMENT ARRANGEMENTS, Continued****2.5.6. Disputed Bills**

The Customer is responsible for notifying Company in writing, within twenty-one (21) calendar days of the date of mailing of the bill, of any charges in dispute and the specific basis of such dispute by the date on the invoice.

In case of a billing dispute between Customer and Company as to the correct amount of a bill which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement if confirmed by Company:

- A: Customer requests and Company will comply with the request for an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the invoice Due Date shown on the bill. Otherwise the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.

If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to the Commission for its investigation and decision.

Company will respond to the Commission requests for information within the timeframe specified by the Commission.

The Commission will review the claim regarding the disputed amount and communicate the results of its review to Customer and Company. Following staff review, the disputed amount becomes due and payable, unless either party files a formal complaint with the Commission.

In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies 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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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. PAYMENT ARRANGEMENTS, Continued

2.5.6. Disputed Bills, (Continued)

The address and telephone number of Commission:

Arizona Corporation Commission
Consumer Services Section
1200 West Washington Street
Phoenix, Arizona 85007

Telephone number: 602.542.4251

Toll Free: 800.222.7000

Web Site: <http://www.azcc.gov/divisions/utilities/consumerservices.asp>

2.5.7. Late Payment Charges

Collection procedures and the requirement for a Deposit or Advance Payment are not affected by the application of a late payment charge.

2.5.8. Credit Limit

Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.5.9. The Issuance of Credit or Payments

Customers may contact Company for resolution of billing disputes by telephone to Company's Customer Service Department at 855.377.8360 or in writing addressed to the attention of Company Customer Service at 560 Lexington Avenue, 9th Floor, New York, NY 10022. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday, 8:00 AM to 5:00 PM Eastern Time.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE****2.6.1. General**

- A. Company may temporarily interrupt Service when necessary to affect repairs or maintenance; to eliminate an imminent threat to life, health, safety or substantial property damage; or for reasons of local, State or National emergency. Company shall establish procedures to be followed by its employees to prevent or mitigate interruption or impairment and provide prompt oral or written notification to affected Customers.
- B. It is the obligation of the Customer to notify Company of any interruptions in Service. Before giving such notice, the Customer will ascertain that the trouble is not being caused by any action or omission of the Customer, is not within the Customer's control, and is not in wiring or equipment connected to the terminal of Company.
- C. If the Customer reports to Company that a Service, facility or Circuit is inoperative but declines to release it for testing and repair, or refuses access to Customer Premises for test and repair by Company or an agent of Company, the Service, facility or Circuit is considered to be impaired but not interrupted. No credit allowance will be made for a Service, facility or Circuit considered by Company to be impaired. The Customer will be responsible for the payment of Service charges as set forth herein when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than Company, including, but not limited, to the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTIONS OF SERVICE, Continued

2.6.2. Limitations of Allowances

No credit allowance will be made for any interruption in Service:

- A. Due to the negligence of, willful act of, or noncompliance with the provisions of this Tariff by, the Customer or by third parties the Customer's premises;
- B. Due to the malfunction of Customer-owned telephone equipment;
- C. Due to a Force Majeure;
- D. During any period in which Company is not given full and free access to Company-provided facilities and equipment for the purposes of investigating and correcting interruptions;
- E. During any period when the Customer has released Service to Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;
- F. That occurs or continues due to the Customer's failure to authorize placement of any element of special construction;
- G. That occurs when Company, under the terms of the Contract for Service, suspends or terminates Services for nonpayment of charges;
- H. For the unlawful or improper use of the facilities or Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTIONS OF SERVICE, Continued****2.6.3. Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative Service used.

2.6.4. Application of Credits for Interruptions in Service

- A. Credits for interruptions in Service that are provided and billed on a flat rate basis for a minimum period of at least one (1) month, beginning on the date that billing becomes effective, will in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of Service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Credit will be given only for that portion of the Customer's Service affected by the interruption.
- B. For calculating allowances, every month is considered to have thirty (30) calendar days.

2.6.5. Credit Allowance for Interruptions in Service

If the interruption is for more than twelve (12) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made upon request for the time such interruption continues after the fact is reported by the Customer or detected by Company as follows:

- A. If the interruption is for twelve (12) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30th) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.7. RESTORATION OF SERVICE**

- 2.7.1.** The use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.7.2.** At the Customer's request Service shall be restored when the causes of suspension or discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the Customer or Applicant, including any proper Deposit, have been made as provided for in the Tariff; or as the Commission may order pending resolution of any bona fide dispute between Company and the Customer or Applicant over the Disconnection.
- 2.7.3.** When a Customer's Service has been disconnected in accordance with this Tariff and the Service has been terminated through the completion of a Company Service order, Service will be restored only upon the basis of application for new Service.
- 2.7.4.** A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.7.5.** Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.6.** Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.8. USE OF CUSTOMER'S SERVICE BY OTHERS

Joint use arrangements will be permitted for all Services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. Company will accept orders to start, rearrange, relocate, or discontinue Service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint Authorized User shall be responsible for the payment of the charges billed to it.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION OF SERVICE BY CUSTOMER

2.9.1. Customer may cancel local Service by providing notice to Company thirty (30) calendar days prior to cancellation.

2.9.2. Customer is responsible for usage charges while still connected to Company's Service and for the payment of associated local Exchange Company charges, if any, for Service charges.

2.9.3. Any cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders Service requiring special Facilities dedicated to the Customer's use and then cancels the order before such Service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for Service and construction has either begun or has been completed, but no Service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY****2.10.1. Non-permissible Reasons to Disconnect Service**

Pursuant to R14-2-509(A), the Company may not disconnect Service for any of the reasons stated below:

1. Delinquency in payment for Services rendered to a prior Customer at the Premises where Service is being provided, except in the instance where the prior Customer continues to reside on the Premises.
2. Failure of the Customer to pay for Services or equipment which are not regulated by the Commission.
3. Residential Service may not be disconnected due to nonpayment of a bill related to another class of Service.
4. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.
5. Failure to pay the bill of another Customer as guarantor thereof, unless guarantor does not make acceptable payment arrangements.
6. Disputed bills where the Customer has complied with the Commission's rules on complaints.

2.10.2. Discontinuance Without Notice

Pursuant to the provisions of R14-2-509(B), the Company may terminate the Service of Customers without notice under the following circumstances:

1. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or
2. The Company has evidence of tampering or evidence of fraud.

The Company will not be required to restore Service until the conditions that resulted in the termination have been corrected to the Company's satisfaction.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.3. Discontinuance of Service With Notice**

The Company may disconnect a Customer's Service upon five (5) days written notice according to the provisions of R14-2-509(C), below:

1. The Company may disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:
 - (a) Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
 - (b) Failure of the Customer to pay a bill for Service.
 - (c) Failure to meet or maintain the Company's credit and Deposit requirements.
 - (d) Failure of the Customer to provide the Company reasonable access to its equipment and property.
 - (e) Customer breach of Contract for Service between the Company and Customer.
 - (f) When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
 - (g) Unauthorized resale of equipment or Service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION OF SERVICE BY COMPANY, Continued

2.10.4. Termination Notice Requirements

1. The Company will not terminate Service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect Service, except under those conditions specified where advance written notice is not required.
2. Pursuant to the provisions of R14-2-509(D), such advance written notice will contain, at a minimum, the following information:
 - (a) The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.
 - (b) The Company rule or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
 - (c) The date on or after which Service may be terminated.
 - (d) A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. CANCELLATION OF SERVICE BY COMPANY, Continued****2.10.6. Payment Obligation up to Discontinuance of Service**

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

2.11. NOTICES AND COMMUNICATIONS

2.11.1. The Customer will designate an address to which Company will mail or deliver all notices and other communications. The Customer may also designate a separate address to which Company's bills for Service will be mailed.

2.11.2. Company will designate on the bills an address to which the Customer will mail or deliver all notices and other communications. Company may designate a separate address on each bill for Service to which the Customer will mail payment on that bill.

2.11.3. All notices or other communications required to be given pursuant to this Tariff will be in writing, unless otherwise provided.

2.11.4. Company or the Customer will 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.

2.12. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.13. TAXES, FEES AND SURCHARGES

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for Services provided to the Customer and other similar charges. Taxes and fees include, but are not limited to, Federal Universal Service Fund surcharge, State Universal Service Fund surcharge, Federal Access Charge, Carrier Access Charge, Federal Excise Tax, State Sales Tax, and Municipal Tax, E911 and Local Number Portability surcharges. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately in Customer invoices.

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SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES AND CHARGES

All Services offered in this Tariff are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

3.1.1. General

A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically and commercially feasible.

1. Business Services
2. Optional Calling Features
3. Directory Listing Services

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES AND CHARGES, Continued****3.1.2. Service Connection and Maintenance Charges****A. Service Connection Charges**

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES****3.2.1. Local Exchange Service Territory**

Company's service territory within the State of Arizona mirrors that of AT&T, Inc. and CenturyLink exchange service territory for those companies with whom Company maintains an operating agreement.

3.2.2. Local Exchange Service

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
1. Originate communications to other points on Company's underlying network;
 2. Receive communications from other points on Company's underlying network;
 3. Access Company's Services as set forth in this and other Company Tariffs;
 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
 5. Access Company's customer service for Service-related assistance;
 6. Access 911 or E911 services, where available, directory assistance, and telecommunications relay services; and
 7. Access Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. EXCHANGE SERVICES, Continued****3.2.2. Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.
- E. Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.
- F. When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES****3.3.1. Custom Calling Feature Descriptions**

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

- A. **Anonymous Call Rejection:** Allows customer to automatically reject all calls that have been marked anonymous by the calling party. The call is routed to a denial announcement and subsequently terminated.
- B. **Blocking Services:** Blocking Services prevent certain call types from being completed. Blocking service examples include blocking outgoing 10XXX1+ or 900 or 976 calls.
- C. **Call Forwarding Busy/Don't Answer/Variable:** Call forwarding is the ability to forward an incoming call to a pre-selected station if the called station is unable to receive the call. "Call forwarding busy" will forward the call if the called station is in use; "call forwarding don't answer" will forward the call after a predetermined number of rings; "call forwarding variable" will forward the call regardless of the status of the called station.
- D. **Call Waiting:** Call Waiting is the ability of the called station to generate a tone when the called station is in use to alert the user that another call is waiting to connect with the called station.
- E. **Call Waiting ID:** Call waiting ID is the ability to identify the party calling when on another call
- F. **Caller ID Blocking:** Caller ID Blocking allows subscribers to prevent their name and telephone number from being displayed when they make an outbound call. Subscribers activate Caller ID Blocking on a per call basis by dialing *67 (1167 from a rotary telephone).
- G. **Caller ID:** Allows for the automatic delivery of a calling party's name, telephone number (including non-published and non-listed telephone numbers) or both to the called customer. The number is displayed on a customer provided equipment.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- H. Continuous Redial: Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A distinctive ring alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.
- I. Last Call Return: The customer does not have to know the number of the calling party. If the calling party's number is blocked by the calling party, the service will not return the call.
- J. Non-Listed Service: Allows a customer to refuse Directory Listing Service.
- K. No Solicitation: Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitation, and ask solicitors to hang up and to place the called part on the solicitors "do-no-call" list. No Solicitation automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily. A caller may press one, or stay on the line to complete the call connection.
- L. Remote Call Forward: This feature allows a user at a "remote" location to activate/deactivate the call forwarding feature. The user gains remote access to the call forwarding feature from a touch tone phone at a remote location. The RACF feature uses an announcement system to provide interactive voice message prompting, which allows customer to verify the forwarded-to directory number. Changes are accomplished by remotely calling an access number, entering the appropriate line and PIN information when prompted, and making the desired changes.
- M. Selective Call Forwarding: Allows a customer to use Call Forwarding for selected numbers.
- N. Speed Calling: Speed Calling permits placing calls to 8 to 30 telephone numbers dialing an abbreviated code.

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SECTION 3 – DESCRIPTION OF SERVICE, Continued**3.3. OPTIONAL CALLING FEATURES, Continued****3.3.1. Custom Calling Feature Descriptions, Continued**

- O. Toll Restriction: Toll Restriction provide for exchange access lines to be restricted from dialing billable toll calls. Attempted violation of the restrictions are routed to an announcement.

- P. Three Way Calling: Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4. DIRECTORY LISTING SERVICE**

- 3.4.1.** The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 3.4.2.** The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 3.4.3.** The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 3.4.4.** In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- 3.4.5.** Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.5. SERVICE PROVIDER OPTIONS****3.5.1. No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

3.5.3. Preferred Carrier Freeze (PCF)

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer. Preferred Carrier Freezes shall be implemented or removed by one of the following three methods:

- A. In written form by the use of a Letter of Agency (LOA) that must conform with Rule 1220-4-2-.56 (2)(a), The Arizona Verification of Orders for Changes of Long Distance Carrier; or
- B. Verbally with a call between the subscriber and the Company; or
- C. Verbally with a three-way conference call between the Company, the subscriber, and the preferred carrier.

At the time a subscriber makes a request to the Company to place a freeze on their account, the Company will send the subscriber a confirmation letter. The Company does not guarantee that by placing a freeze on the subscriber's account that the preferred carrier cannot be changed without the subscriber's consent. The Company shall not be liable for any damages that may occur if the preferred carrier is changed without the subscriber's consent as long as the Company has fully complied with the requirements specified in Rule 1220-4-2-.56 (2). The Arizona Verification of Orders for Changes of Long Distance Carriers.

This offering in no way nullifies the Company's responsibility to verify the service provider changes as outlined in Rule 1220-4-2-.56 (2), the Arizona Verification of Orders for Changes of Long Distance Carriers.

3.5.4. Carrier Change Charge

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.5.3.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.6. INTEREXCHANGE SERVICES**

The Company offers intraLATA and interLATA long distance services. The Customer's total monthly use of the Company's service is charged at the applicable rates per minute set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

3.6.1 1 + Intrastate Long Distance Service

The Company's 1+ Intrastate Long Distance Service ("1+") is a long distance message telecommunications service provided between points in New Jersey. Customers subscribing to this service may make Calls to any intrastate location at any time of day or night for a specified per minute charge.

3.6.2 Intrastate Toll Free Services

The Company provides Toll Free Service between points in New Jersey. Customers subscribing to this service may receive calls from any intrastate location at any time of day or night for a specified per minute charge. There is also a monthly fee for each toll free number.

3.6.3 Calling Card Services

The Company will provide its Customers with calling cards for the purpose of enabling Customers to access the Company's interexchange Services from areas other than the Customer's location.

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SECTION 4 – RATES**4.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****4.1.1. Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

A. Service or Feature

	Min.	Max.
Line Installation	\$15.00	\$70.00
Move Line	\$15.00	\$70.00
Change Telephone Number	\$10.00	\$35.00
Change of Billing Responsibility, per order	\$2.50	\$10.00
Change to Class of Service, per order	\$5.00	\$20.00
Feature Change	\$4.25	\$17.00
Directory Listing Change / Establishment	\$6.25	\$25.00

B. Reconnection Fee

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

	Min.	Max.
Reconnection fee, per line	\$15.00	\$35.00

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SECTION 4 – RATES, Continued**4.2. EXCHANGE SERVICES RATES AND CHARGES, Continued****4.2.2. Exchange Services**

	Min.	Max.
Standard business line, per line	\$15.00	\$70.00

4.2.3. PRI T1 / Digital T1

	Min.	Max.
Monthly Recurring Charges		
PRI T1, 1-Year Term	\$1,000.00	\$4,000.00
PRI T1, 2-Year Term	\$600.00	\$3,600.00
PRI T1, 3-Year Term	\$800.00	\$3,200.00
Digital T1, 1-Year Term	\$1,000.00	\$4,000.00
Digital T1, 2-Year Term	\$600.00	\$3,600.00
Digital T1, 3-Year Term	\$800.00	\$3,200.00
Non-recurring Installation charge, per T1	\$250.00	\$1,000.00

4.2.4. Dedicated Access Exchange Service**A. Business Packages**

	Min.	Max.
PRI T1 / Digital T1 Usage Rates		
Local calling, per minute	\$0.005	\$0.02

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SECTION 4 – RATES, Continued**4.3. OPTIONAL CALLING FEATURES****4.3.1. Custom Calling Features**

Service	Min.	Max.
Anonymous Call Rejection:	\$0.00	\$0.00
Call Block	\$1.50	\$6.00
Call Forwarding	\$1.50	\$6.00
Call Waiting	\$3.00	\$12.00
Call Waiting ID	\$3.00	\$12.00
Caller ID Blocking	\$0.00	\$0.00
Caller ID	\$3.00	\$12.00
Continuous Redial	\$0.00	\$0.00
Last Call Return	\$0.00	\$0.00
Speed Calling	\$1.50	\$6.00
Three Way Calling	\$1.50	\$6.00

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SECTION 4 - RATES, Continued

4.4. DIRECTORY LISTING SERVICE

4.4.1. Per Use Features

	Per Use Rate	
	Min.	Max.
Continuous Redial	\$0.50	\$2.00
Three-Way Calling	\$0.00	\$0.00
Last Call Return/Callback	\$0.50	\$2.00

4.4.2. Directory Listing Service

	Min.	Max.
Additional Listing	\$1.50	\$6.00

4.4.3. Screening and Restriction Services

	Min.	Max.
Collect Call Blocking	\$0.00	\$0.00
Third Party Blocking	\$0.00	\$0.00
Caller ID Blocking - Per Use	\$0.00	\$0.00
Continuous Redial Blocking	\$0.00	\$0.00
Last Call Return/Callback Blocking	\$0.00	\$0.00
Toll Restriction	\$1.00	\$4.00

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SECTION 4 – RATES, Continued**4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION**

4.5.1. InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

4.5.2. InterLATA and IntraLATA Presubscription Offerings:

- A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

4.5.3. Rules and Regulations

- A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.
- C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

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560 Lexington Avenue, 9th Floor
New York, NY 10022

SECTION 4 – RATES, Continued**4.5. INTERLATA AND INTRALATA PRESUBSCRIPTION, Continued****4.5.3. Rules and Regulations, Continued**

- D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

	Min.	Max.
PIC, per change	\$2.50	\$10.00
LPIC, per change	\$2.50	\$10.00

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SECTION 4 – RATES, Continued**4.6. DIRECTORY ASSISTANCE SERVICE**

	Min.	Max.
Directory Assistance, per requested number	\$0.45	\$1.70
Directory Assistance Call Completion, per intrastate minute	\$0.03	\$0.14

4.7. PROMOTIONS

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. All promotional offerings will be filed with the Commission.

4.8. INDIVIDUAL CASE BASIS AGREEMENTS

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Commission upon request.

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SECTION 4 – RATES, Continued**4.9. INTEREXCHANGE SERVICE CHARGES**

	Min.	Max.
4.9.1 1+ Intrastate Long Distance Service		
Per minute rate	\$0.05	\$0.20
4.9.2 Toll Free, Intrastate Long Distance Service		
Per minute rate	\$0.05	\$0.20
Monthly Recurring Fee Per Number:		
Standard Toll Free Number	\$1.00	\$4.00
Toll Free Number w/ Enhanced Routing Features	\$3.50	\$14.00
Toll Free Directory Assistance		
Non-Recurring Fee	\$7.50	\$30.00
Monthly Recurring Fee	\$7.50	\$30.00
4.9.3 Intrastate Calling Card Services		
Per minute rate	\$0.11	\$0.44
Payphone surcharge	\$0.15	\$0.60
Operator surcharge	\$0.50	\$1.50
4.9.4 Intrastate Operator Assisted Calling		
Initial one (1) minute	\$0.10	\$0.46
Each additional minute	\$0.10	\$0.42
Per Call Surcharges		
Collect Station-Station	\$0.25	\$1.00
Collect Person-Person	\$0.25	\$1.00
Third Party	\$0.25	\$1.00
Calling Card	\$0.25	\$1.00
Bill to Origin	\$0.25	\$1.00
4.9.5 Directory Assistance Service		
Per Call	\$0.32	\$1.30
4.9.6 Directory Assistance Call Completion Service		
Per intrastate minute	\$0.03	\$0.14

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EFFECTIVE RATE SCHEDULE**1.1. SERVICE CONNECTION AND MAINTENANCE CHARGES****1.1.1. Service Order and Change Charges****A. Service or Feature**

Line Installation	\$35.00
Move Line	\$35.00
Change Telephone Number	\$17.50
Change of Billing Responsibility, per order	\$5.00
Change to Class of Service, per order	\$10.00
Feature Change	\$8.50
Directory Listing Change / Establishment	\$12.50

B. Reconnection Fee

Reconnection fee, per line	\$25.00
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EFFECTIVE RATE SCHEDULE**1.2. EXCHANGE SERVICES**

	Monthly Recurring Charge
1.2.1. PRI T1 / Digital T1	
Standard business line, per line	\$35.00
1.2.2. PRI T1 / Digital T1	
Monthly Recurring Charges	
PRI T1, 1-Year Term	\$2000.00
PRI T1, 2-Year Term	\$1800.00
PRI T1, 3-Year Term	\$1600.00
Digital T1, 1-Year Term	\$2000.00
Digital T1, 2-Year Term	\$1800.00
Digital T1, 3-Year Term	\$1600.00
Non-recurring Installation charge, per T1	\$500.00
1.2.3. Dedicated Access Exchange Service	
A. Business Packages	
PRI T1 / Digital T1 Usage Rates	
Local calling, per minute	\$0.010

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EFFECTIVE RATE SCHEDULE**1.3. OPTIONAL CALLING FEATURES****1.3.1. Custom Calling Features****Service**

	Monthly Recurring Charge
Anonymous Call Rejection:	\$0.00
Call Block	\$3.00
Call Forwarding	\$3.00
Call Waiting	\$6.00
Call Waiting ID	\$6.00
Caller ID Blocking	\$0.00
Caller ID	\$6.00
Continuous Redial	\$0.00
Last Call Return	\$0.00
Speed Calling	\$3.00
Three Way Calling	\$3.00

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EFFECTIVE RATE SCHEDULE

1.4. DIRECTORY LISTING SERVICE

1.4.1. Per Use Features

Per Use Rate

Continuous Redial	\$0.95
Three-Way Calling	\$0.00
Last Call Return/Callback	\$0.95

1.4.2. Directory Listing Service

**Monthly
Recurring
Charge**

Additional Listing	\$3.00
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1.4.3. Screening and Restriction Services

**Monthly
Recurring
Charge**

Collect Call Blocking	\$0.00
Third Party Blocking	\$0.00
Caller ID Blocking - Per Use	\$0.00
Continuous Redial Blocking	\$0.00
Last Call Return/Callback Blocking	\$0.00
Toll Restriction	\$2.00

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EFFECTIVE RATE SCHEDULE

1.5. INTERLATA AND INTRALATA PRESUBSCRIPTION

PIC, per change	\$5.00
LPIC, per change	\$5.00

1.6. DIRECTORY ASSISTANCE SERVICE

Directory Assistance, per requested number	\$0.85
Directory Assistance Call Completion, per intrastate minute	\$0.07

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SECTION 4 – RATES, Continued**4.9. INTEREXCHANGE SERVICE CHARGES****4.9.1 1+ Intrastate Long Distance Service**

Per minute rate \$0.10

4.9.2 Toll Free, Intrastate Long Distance Service

Per minute rate \$0.10

Monthly Recurring Fee Per Number:

Standard Toll Free Number \$2.00

Toll Free Number w/ Enhanced Routing Features \$7.00

Toll Free Directory Assistance

Non-Recurring Fee \$15.00

Monthly Recurring Fee \$15.00

4.9.3 Intrastate Calling Card Services

Per minute rate \$0.22

Payphone surcharge \$0.30

Operator surcharge \$0.75

4.9.4 Intrastate Operator Assisted Calling

Initial one (1) minute \$0.23

Each additional minute \$0.21

Per Call Surcharges

Collect Station-Station \$0.50

Collect Person-Person \$0.50

Third Party \$0.50

Calling Card \$0.50

Bill to Origin \$0.50

4.9.5 Directory Assistance Service

Per Call \$0.65

4.9.6 Directory Assistance Call Completion Service

Per intrastate minute \$0.07

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ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services**

of

Vodafone US Inc., d/b/a Vodafone Americas

ATTACHMENT D

Applicant is a private company and its financial statements are confidential and proprietary. Applicant seeks permission to provide the financials supporting this Application to Staff pursuant to a protective agreement and will work with Staff to provide the necessary assurances that the Applicant's financial resources are adequate.

Applicant possesses the necessary financial resources to provide the services proposed in this Application. The Company is a wholly-owned subsidiary of Vodafone Group Plc ("Vodafone"), a major multi-national communications provider. In its March 2014 annual report, Vodafone reported approximately \$64.5 billion in revenues from its global operations. While Applicant does not intend to rely on the financial resources of its parent corporation, it exists within a family of companies that all possess great technical expertise and have demonstrated commendable success in the communications industry.

ATTACHMENT E

Regulatory Approvals

In late 2013, VUSI filed applications and registrations for authority to provide competitive telecommunications services. The Company has been granted *interexchange authority* in 15 states:

Connecticut	Massachusetts	North Carolina
Delaware,	Mississippi	Pennsylvania (provisional)
Georgia	Missouri	Tennessee
Illinois	New Jersey	Texas
Maryland	New York	Washington.

At this time, VUSI has received approval to provide *local exchange authority* in the District of Columbia and the following eight states:

Connecticut	New York
Massachusetts	North Carolina
Mississippi	Pennsylvania
New Jersey	Washington

ARIZONA CORPORATION COMMISSION

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ATTACHMENT F

Applicant's operations are directed by a management team with proven experience and capability. Each of the officers and directors of Applicant has ten or more years' experience in his or her respective area of expertise, whether telecommunication, finance, or corporate management. The current management group brings over two decades of experience working within the Vodafone corporate family. This continuity ensures a cohesive strategic vision for Applicant while providing the critical collaborative skills necessary for effective implementation. In addition, Applicant benefits from access to the operational expertise of the entire Vodafone corporate family of companies. The depth of VUSI's managerial and telecommunications experience, as described herein, makes the Company well suited to serve enterprise subscribers in Arizona.

Listing of Key Personnel Employed by Applicant

Mr. Chuck Pol	President, Vodafone US, Inc.	Mr. Pol is responsible for the compliance, governance and integration of all Vodafone entities operating in America
Ms. Megan Doberneck	General Counsel and Company Secretary, Vodafone US, Inc.	Ms. Doberneck is responsible for corporate governance, tax litigation, business litigation, risk management processes, and all legal aspects of financings and audits.
Ms. Anna D. Ewing, CPA	Treasurer, Vodafone US Inc.	Ms. Ewing is responsible for all accounting and finance functions of four legal entities (including Vodafone US Inc.), including financial reporting, governance, and controls; tax and treasury; forecasting and planning; business decision support; payroll/risk management.
Mr. Bryan Ganno	Assistant Secretary, Vodafone US Inc.	Mr. Ganno is responsible for U.S. operational support for Vodafone US Inc.