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INTERSTATE OPERATOR SERVICES

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**INTERSTATE OPERATOR SERVICES  
INFORMATIONAL TARIFF**

REGULATIONS, TERMS, CONDITIONS, RATES AND CHARGES

APPLICABLE TO THE PROVISION OF

OPERATOR SERVICES

PROVIDED BY

CENTURYLINK COMMUNICATIONS, LLC

WHETHER OFFERED UNDER THE NAME, OR THE TRADE OR BRAND NAME CENTURYLINK

BETWEEN AND AMONG POINTS

WITHIN

THE UNITED STATES,

UNITED STATES POSSESSIONS AND

UNITED STATES TERRITORIES

SERVICE IS FURNISHED BY MEANS OF WIRE, FIBER OPTICS, RADIO,  
OR ANY SUITABLE TECHNOLOGY OR COMBINATION OF TECHNOLOGIES.

THE SERVICES OFFERED HEREIN BY CENTURYLINK COMMUNICATIONS, LLC, WHETHER  
UNDER THAT NAME OR THE TRADE OR BRAND NAME CENTURYLINK, ARE SUBJECT TO THE  
TERM AND CONDITIONS OF THIS TARIFF.

(Filed under Transmittal No. 1.)

Issued: March 31, 2014

ISSUED BY Mark Brinton  
Manager – Public Policy  
1801 California Street, 10th Floor  
Denver, CO 80202

Effective: April 1, 2014

## INTERSTATE OPERATOR SERVICES

**CHECK SHEET**

Pages, as listed below, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

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\* Denotes new or revised page.

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## INTERSTATE OPERATOR SERVICES

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**1. APPLICATION AND REFERENCE**

**1.1 APPLICATION OF TARIFF**

This Tariff contains the regulations and rates applicable to the provision of Operator Service by CenturyLink Communications (CLC), LLC, from locations within the contiguous United States, United States Possessions and United States Territories, to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States, those services will be provided as Interstate services with rates equal to those provided to the continental U.S. states.

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**1. APPLICATION AND REFERENCE****1.4 TARIFF FORMAT****1.4.1 LOCATION OF MATERIAL**

- A. Section 1 provides the following for all of the sections in this Tariff:
- Subject Index - an alphabetical listing to find the desired section.
  - Table of Contents - A numerical listing to find the desired section and page.
- B. Each individual section in the Tariff provides a Subject Index for the material located within that section.

**1.4.2 OUTLINE STRUCTURE**

This document uses nine levels of indentations referred to as Tariff Information Management (TIM) Codes, as outlined below:

LEVEL	APPLICATION	EXAMPLE
1	Section Heading	<b>1. APPLICATION AND REFERENCE</b>
2	Sub Heading	<b>1.4 TARIFF FORMAT</b>
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4	Sub Heading/Text	A. Text
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**1. APPLICATION AND REFERENCE****1.4 TARIFF FORMAT (Cont'd)****1.4.3 RATE TABLES**

Within rate tables, four types of entries are allowed:

- Rate Amount

The rate amount indicates the dollar value associated with the service.

- A dash "-"

The dash indicates that there is no rate for the service or that a rate amount is not applicable under the specific column header.

- A footnote designator "[1]"

The footnote designator indicates that further information is contained in a footnote.

**1.4.4 PAGE NUMBERS****A. Page Number**

1. Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages 14 and 15 would be Page 14.1.

**B. Page Revision Numbers**

1. Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.

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**1. APPLICATION AND REFERENCE****1.4 TARIFF FORMAT (Cont'd)****1.4.5 CHECK SHEETS**

Whenever the tariff is revised, an updated check sheet will be issued. The check sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages 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 the check sheet if these are the only changes made to it (i.e., the format, etc., remains the same). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file.

**1.4.6 EXPLANATION OF CHANGE SYMBOLS**

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols.

SYMBOL	EXPLANATION
(C)	To signify changed regulation
(D)	To signify discontinued material
(I)	To signify increased rate
(M)	To signify material that has been moved
(N)	To signify new material
(R)	To signify rate reduction
(S)	To signify reissued material
(T)	To signify a change in wording of text, but no change in rate or regulation.

**1.5 CONCURRING, CONNECTING, OTHER PARTICIPATING CARRIERS**

Other Carriers:	None
Concurring Carriers:	None
Connecting Carriers:	None
Other Participating Carriers:	None

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**2. TERMS AND CONDITIONS**

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**2. TERMS AND CONDITIONS****2.1 DEFINITIONS**Access Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence. Dialing sequences that utilize a 950-XXXX, 1-8XX, or 101XXXX prefix are examples of access code arrangements available to customers.

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to the Company's location or switching center.

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Authorized User

An individual, firm, corporation, or other entity authorized by the customer to utilize communications services provided by the Company.

Automated Collect

Collect Calls that are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete (also known as 0++ Collect Calls).

Automatic Number Identification (ANI)

A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Common Carrier

A company or entity providing telecommunications services to the public.

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**2. TERMS AND CONDITIONS****2.1 DEFINITIONS (Cont'd)**Company

CenturyLink Communications (CLC), LLC or ("CenturyLink").

Contiguous United States

The term designated the 48 contiguous states and the District of Columbia as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

Holiday

New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

InterLATA

Communication between two different LATAs.

IntraLATA

Communication within a LATA.

Intrastate

Communication to and from locations within a state.

Local

Communication within a LATA that does not require a leading "1" when direct dialed.

Local Access and Transport Area (LATA)

A geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

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**2. TERMS AND CONDITIONS****2.1 DEFINITIONS (Cont'd)**0++ (Automated)

Calling Card, Credit Card, Collect, and/or Bill to Third Party calls which are handled on an automated basis such that they do not require intervention by an attended operator position (i.e. "live" operator) to complete.

0+- (Partially Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect Calls placed by Users dialing 0+ (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain billing information from the User.

0-- (Fully Assisted)

Calling Card, Credit Card, Person-to-Person, Bill to Third Party, Station-to-Station, and/or Collect calls placed by Users dialing 0 or 00 without also entering a valid (area code) + (exchange) + (line number). An attended operator position (i.e. "live" operator) is required to obtain the (area code) + (exchange) + (line number) as well as the billing information from the User.

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**2. TERMS AND CONDITIONS****2.1 DEFINITIONS (Cont'd)**Operator Assisted Calls

Calls requiring assistance for completion, usually by dialing 0+ (area code) + (exchange) + (line number); or by dialing "0" or "00", with all subsequent dialing being performed by Operator Services (0--). The following are examples of calls normally placed in this manner:

- Calling Card Calls – Calls for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose. At the caller's option, and depending upon the services available at a particular location, calling card calls may entail intervention of an attended operator position (i.e. a "live" operator) or may be made on an "automated" basis.
- Collect Calls – Calls for which charges are billed not to the originating telephone number, but to the destination or termination telephone number.
- Credit Card Calls – Calls for which charges are billed, not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.
- Third Party Calls – Calls for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.
- Person-to-Person Calls – Calls which are placed under the stipulation that the caller will speak only to a specific called party.
- Station-to-Station Calls – Calls for which charges are billed to the originating telephone number.



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**2. TERMS AND CONDITIONS****2.1 DEFINITIONS (Cont'd)**Operator Service

The operators, activities, equipment or services necessary to process Operator Assisted Calls.

Operator Surcharge

A non-usage (fixed) charge, which is added to a usage charge in calculating the total tariffed charges due for a completed Operator Assisted Call.

Premises

The space designated by a customer as its place or places of business for termination of service, whether for its own communications needs or for its resale customers.

Presubscription

A service arrangement whereby the customer authorizes the local telephone company to route all interLATA and/or intraLATA calls to the Company.

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Usage Charge

A charge assessed on a per minute basis in calculating a portion of the charges due for a completed Operator Assisted Call.

User

The calling party utilizing the services of the Company, and having responsibility for the payment of charges, unless that responsibility has been accepted by others, such as in the case of Collect and Bill to Third Party calls.

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**2. TERMS AND CONDITIONS****2.2 LIMITATION OF SERVICE**

- A. The operator assisted services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunication Services (WATS) of underlying common carriers.
- B. The rates and regulations contained in this Tariff apply only to the operator assisted services furnished by the Company, and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

**2.3 USE OF SERVICE**

- A. The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B. The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- C. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- D. The Company's services are available for use twenty-four hours per day, seven days per week.
- E. The Company's services may be denied for non-payment of charges or for other violations of this Tariff.
- F. No person, firm, corporation, agency, customer, joint user, authorized user or other entity shall resell nor permit others to resell the Company's services without the prior written consent of the Company.

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**2. TERMS AND CONDITIONS**

**2.3 USE OF SERVICE (Cont'd)**

- G. Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body.
- H. The Company reserves the right to make changes to equipment, service components, and/or network configurations as may be required.
- I. The Company reserves the right to refuse the furnishing of services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer's having call volume or calling patterns that may result in network blockage or other service degradation which adversely affects service or other customers.
- J. Services are offered subject to the availability of the necessary facilities and equipment to provide the services and the provisions of this Tariff.

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**2. TERMS AND CONDITIONS****2.4 LIABILITY OF THE COMPANY**

- A. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. In no event shall the Company or any of its Affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity. In no event shall the Company or any of its Affiliates be liable to customer, its customers or any of their Affiliates under this Tariff for any act or omission of any other entity furnishing a portion of the service, facilities or equipment associated with the service or for damages caused by services, facilities or equipment furnished by such entity.
- B. The Company shall not be responsible for any service delays, modifications, deficiencies, interruptions, and/or disruptions that may be related to the provisioning of facilities or services from another carrier or local access provider.
- C. The Company shall not be liable to customer or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, as determined by the Company. Such causes shall include, without limitation, acts of God, fire, acts of terror, explosion, flood, earthquake, vandalism, cable cut, storm or other similar catastrophes; any law, order, regulation, directions, actions or request of the United States government, or any other government, including foreign, international, state or local government, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; or strikes, lock-outs, work stoppages or other labor difficulties, supplier failures, shortages, breaches of contract or other obligations, or delays, or preemptions of existing services to restore service in compliance with the decisions, rules, regulations and orders of the Federal Communications Commission or any other federal, international, state, or local governmental agency or authority.

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**2. TERMS AND CONDITIONS****2.4 LIABILITY OF THE COMPANY (Cont'd)**

- D. The Company and any of its Affiliates shall be indemnified and held harmless by customers, authorized users, and joint users against any third party claim or loss, expense or damage (including indirect, special or consequential damage) relating to or arising out of the use of a service, including, but not limited to, defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, transmitted by, or used by the Company; or for any act or omission of a customer, authorized user or joint user; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by the gross negligence or willful misconduct of the Company. The customer will reimburse the Company for all costs, including attorney's fees, relating to any such third party claims.
- E. The Company and any of its Affiliates shall not be liable for any defacement of or damages to the premises of a customer, authorized user, or joint user resulting from the furnishing of service which is not the direct result of the Company's negligence. The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by the Company on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of the Company's negligence.
- F. The Company is not liable for any act or omission of the customer, authorized user, joint user, or any other company or companies furnishing a portion of the service.
- G. The Company's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors or defects in the transmission occurring in the course of furnishing the service or facilities shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs. In no event shall the Company or any of its Affiliates be liable to customer, its customers or any of their Affiliates under this Tariff for damages associated with the installation, provision, maintenance, termination, repair or restoration of services, and subject to the provisions of this Section, the Company's liability, if any, shall not exceed an amount equal to the charge provided for under this Tariff for the service for the period during and the extent to, which the service was affected.

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**2. TERMS AND CONDITIONS****2.4 LIABILITY OF THE COMPANY (Cont'd)**

- H. In no event shall the Company or any of its Affiliates, suppliers of equipment, agents or authorized distributors of service be liable to the customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar, or additional damages incurred or suffered as a result of mistakes, failure to reach 911, network failure, unauthorized access to files, data or equipment, interruptions of service or delays in transmission, incorrect or defective transmission, or any direct or indirect consequences thereof, while using the services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Tariff, even if customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- I. In no event shall the Company or any of its Affiliates be liable for damages to any Interconnection Facilities resulting from the furnishing of services, including the installation and removal of equipment and associated wiring.
- J. The Company shall be entitled to take, and shall have no liability whatsoever for, any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency, and customer shall cooperate fully with Company and take all actions as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.
- K. The customer agrees to operate company-provided equipment in accordance with the instructions of the Company or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the customer to be responsible for damages to equipment pursuant to this Tariff.
- L. Indemnification

Customer shall indemnify and hold harmless the Company, its directors, officers, employees and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Tariff; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to customer under this Tariff.

**2.5 RESERVED FOR FUTURE USE**

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**2. TERMS AND CONDITIONS****2.6 RESPONSIBILITIES OF THE USER**

- A. The user is responsible for payment of the charges set forth in this Tariff unless the responsibility for such payment has been accepted by the called party, a third party, or a subscriber. Billing will be payable upon receipt. Amounts not paid within thirty (30) days after the invoice is rendered will be considered past due. Interest at the rate of one and one-half percent (1.50%) per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law) may accrue upon any unpaid amount commencing five (5) days after the date the payment is past due.
- B. The user is responsible for compliance with the applicable regulations set forth in this Tariff.
- C. The user is responsible for establishing its identity as often as necessary during the course of a call.
- D. The user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.
- E. The user is responsible for requesting a rate quote prior to completing a call, at no charge, if the user is not clear of the rate option elected by the subscriber from whose property the user is placing the call.
- F. If an entity other than the Company (e.g. another carrier or supplier) imposes charges on the Company in connection with the provision of any aspect of the service, the customer shall pay all such charges, either directly to the local access provider or to the Company. The Company, at its sole discretion, reserves the right to reimburse, discount or waive such charges.

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INTERSTATE OPERATOR SERVICES

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**2. TERMS AND CONDITIONS****2.7 CANCELLATION OR INTERRUPTION OF SERVICES**

- A. The Company reserves the right to discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a customer's having call volume or calling patterns that result or may result in network blockage or other service degradation which adversely affects service or other customers.
- B. The Company reserves the right to discontinue furnishing service when the customer is using the service in violation of the provisions of this Tariff or of the law. The customer will be responsible for all charges incurred as well as any access charges the Company may incur as a result of such customer actions.
- C. Service may be discontinued by the Company, at any time and without notice to its customers, by blocking traffic to or from certain countries, cities, NXX exchanges or individual telephone stations, by blocking call origination for the Company's services, or by blocking calls using certain customer authorization codes and/or access codes, when the Company deems it necessary to take such action to prevent unlawful and/or unauthorized use of its services. In addition, the Company may take any of the foregoing actions in the case of actual or anticipated non-payment for its service. In order to control fraud, the Company may refuse to accept Calling Card, Collect Calling, and/or Third Party calls which it reasonably believes to be unauthorized or invalid and/or may limit the use of these billing options to or from certain countries or areas including, without limitation, all or part of the United States, U.S. possession or territory.
- D. The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this Tariff, and with installation, operational or maintenance specifications of the Company. The Company may interrupt the service at any time, without penalty to the Company, due to a departure from any such requirements.
- E. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Tariff or any applicable laws, rules or regulations.
- F. The Company may immediately discontinue the furnishing of service(s) to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.

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INTERSTATE OPERATOR SERVICES

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**2. TERMS AND CONDITIONS****2.7 CANCELLATION OR INTERRUPTION OF SERVICES (Cont'd)**

- G. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, if the customer: 1) refuses to furnish information regarding the customer's credit-worthiness, its past or current use of common carrier services or its planned use of service(s); or 2) provides false information pertaining to its credit-worthiness, its past or current use of common carrier services, or its planned use of service(s).
- H. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, if the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Tariff or by using tricks, schemes, false or invalid accounts numbers, false credit devices, electronic devices or any other fraudulent means or devices.
- I. The Company may immediately discontinue the furnishing of service(s) to a customer upon written notice, without incurring any liability, if a voluntary or involuntary proceeding is commenced by or against customer in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law; or customer makes an assignment for the benefit of creditors which is not dismissed within 60 calendar days of filing; or customer generally does not pay its debts as they become due or is not able to pay its debts as they become due.
- J. Discontinuance of Service(s) by the Company pursuant to this Section shall not relieve the customer of any Minimum Service Period obligations or any other obligation to pay the Company for charges due and owing for facilities and/or service(s) furnished up to the time of discontinuance. In the event the Company cancels the customer's service for cause, and the customer is committed to a term or other plan for which charges apply in the event of customer early termination or termination for convenience, the Company will charge the customer, and the customer will be obligated to pay, as though it had terminated its service early or for its own convenience.
- K. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

INTERSTATE OPERATOR SERVICES

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**2. TERMS AND CONDITIONS****2.7 CANCELLATION OR INTERRUPTION OF SERVICES (Cont'd)**

- L. The Company reserves the right to deny service to any person or entity: (a) who, in the Company's judgment, presents an undue risk of nonpayment, refuses to comply with the deposit requirements set forth in this Tariff; or does not pass a credit check; or (b) if the Company believes that the person's or entity's use of the service would violate the provisions of this Tariff or any applicable law or regulation, or if any applicable law or regulation restricts or prohibits provision of the service to that person or entity; or (c) if the Company determines in its sole discretion that facilities are not available to provide the service; or (d) if the Company determines in its sole discretion that any order for service, letter of authorization and/or third party verification is not in conformance with any applicable law or regulation; or (e) the service requested has been discontinued; or (f) if an order for the service may be denied under the terms of any carrier, switched or independent sales representative agreement.
- M. A customer may discontinue service, either in part or in its entirety, upon 30 days written notice to the Company, provided that the customer has fulfilled all Minimum Service Period obligations, unless otherwise provided in this Tariff or a customer's Agreement with the Company.

**2.8 BILLING ARRANGEMENTS**

- A. Collect, Calling Card, Bill to Third Party, Person-to-Person, and Station-to-Station Calls

Charges for calls of this type will be included on the user's or called or third party's regular home or business telephone bill pursuant to billing and collection agreements established by the Company for its intermediary with the applicable telephone company.

- B. Credit Card Calls

Charges for credit card calls will be included on the user's regular monthly statement from the card-issuing company.

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INTERSTATE OPERATOR SERVICES

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**2. TERMS AND CONDITIONS****2.9 VALIDATION OF CREDIT**

The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, call number, and third party telephone number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**2.10 CONTESTED CHARGES**

For consideration of any disputed charge, a user must submit in writing or by telephone to the Company, within 30 days of the date the bill is issued, the call details and the bases for any requested adjustment. The Company will promptly investigate and advise the user as to its findings and disposition. Any undisputed charges must be paid on a timely basis.

- A. In the event the Company files suit or retains an attorney to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorneys' fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- B. Disputes related directly or indirectly to Company services that cannot be settled informally will be resolved by arbitration using the rules of the American Arbitration Association. Before initiating or participating in any arbitration proceeding concerning any aspect of this Agreement, the customer will attempt to resolve any disputes that arise between the customer and the Company informally by providing the Company with written or oral notice and a brief explanation of the customer's concern. The customer will give the Company at least 30 days from the time the customer first notifies the Company to resolve the dispute.
- C. If arbitration is required, the arbitration will be conducted by a single arbitrator engaged in the practice of law. Unless the customer and the Company agree otherwise, arbitrations will be decided solely on the basis of the customer's and the Company's written submissions to the arbitrator, including relevant documents, unless the arbitrator requires otherwise. The arbitrator's decision and award will be final and binding and may be entered in any court with jurisdiction. The Federal Arbitration Act, not state law, shall govern the arbitrability of all claims. The customer agrees to keep the results of any such arbitration confidential. Notwithstanding the foregoing, the customer continues to have the right to seek relief through an appropriate federal or state regulatory agency, but the customer agrees they will not join or participate in any class-wide action relating to the services.

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INTERSTATE OPERATOR SERVICES

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**2. TERMS AND CONDITIONS****2.11 BILLING ENTITY CONDITIONS**

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment of charge conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

**2.12 RESERVED FOR FUTURE USE****2.13 TAXES**

All state and local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) are billed as separate line items and are not included in the quoted rates.

**2.14 EMERGENCY SERVICE**

Calls to emergency service agencies (police, fire, ambulance, etc.) will be completed at no charge.

**2.15 BILLING OF CALLS**

- A. Billing for calls placed over the Company's network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up. Billing is in one-minute increments, and no customer will be billed for an uncompleted call.
  - 1. Collect Calls - Timing begins when the called party accepts the responsibility for payment.
  - 2. Person-to-Person Calls (other than Collect) - Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
  - 3. All Other Calls - Timing begins when the switch determines the call has been answered by utilizing standard industry methods generally in use for ascertaining answer, and if a call exceeds 18 seconds in duration.

INTERSTATE OPERATOR SERVICES

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**2. TERMS AND CONDITIONS****2.16 CALCULATION OF DISTANCE**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and NECA Tariff F.C.C. No. 4.

$$\text{Formula} = \sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

**2.17 SERVICE OFFERINGS**

The operator assisted services of the Company consist of the provision of Collect, approved telephone company Calling Card, Credit Card, Bill to Third Party, Station-to-Station, and Person-to-Person call services provided to users pursuant to arrangements established by the Company's subscribers.

Customers who place calls from a pay telephone will incur an undiscountable payphone surcharge per call. This charge is applicable to the following types of calls which originate from a public or semi-public pay station: calling card calls, toll-free calls, and calls placed using a carrier access code (i.e. 10XXX-0). For applicable charges, refer elsewhere in this Section.

**2.18 LEGISLATIVE, REGULATORY OR JUDICIAL ACTIVITY**

Notwithstanding any statement to the contrary contained in this Tariff, in the event that any regulatory agency, legislative body or court of competent jurisdiction promulgates regulations or modifies existing ones including, without limitation, regulations regarding payphone compensation, access charges and/or universal service ("Regulatory Activity"), the Company reserves the right, at any time and without notice to: (i) pass through to the customer all, or a portion of, any charges or surcharges directly or indirectly related to such Regulatory Activity; or, (ii) modify the rates, including any rate guarantees, and/or terms and conditions contained in this Tariff to reflect the impact of such Regulatory Activity.

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INTERSTATE OPERATOR SERVICES

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**3. RATES AND CHARGES**

<b>SUBJECT</b>	<b>SHEET</b>
Carrier Services.....	6
Directory Assistance .....	2
Miscellaneous Operator Services Charges.....	2
Non-Subscriber Surcharge (NSS) .....	3
Operator Services.....	1
Operator Services Offerings.....	4
Option D-1 .....	4
Payphone Surcharge.....	2
Time Increments .....	1
Time of Day .....	1
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INTERSTATE OPERATOR SERVICES

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**3. RATES AND CHARGES****3.1 OPERATOR SERVICES**

- A. The rates and charges set forth are applicable to the Company's Operator Assisted Service Offerings based on the subscriber's election. The rates are applicable to calls originating between States. The total charge for each completed operator assisted call consists of:
1. A one-time fixed operator surcharge that will be added to the first minute of each operator service call, and will be dependent on the type of billing selected (i.e., Person-to-Person);
  2. A per minute usage charge that will be added per call, and will be dependent on the duration, distance, and time of day of the call. The usage charge element is specified as duration, with a minimum charge for each call of one minute, and with fractional minutes of use thereafter counted as full minutes.
  3. Rate quotes are available to all users, at no cost, prior to completing an operator assisted call. Users are encouraged to request a rate quote if they are not clear on the rate option chosen by the subscriber from whose property the user is placing the call.

**3.1.1 TIME OF DAY**

Rates as follows:

Day	8AM – 5PM[1]	Monday through Friday
Evening	5PM – 11PM[1]	Sunday through Friday
Night/Weekend	11PM – 8AM[1]	Monday through Friday, and all day Saturday
	8AM – 5PM[1]	Sunday

**3.1.2 TIME INCREMENTS**

Rates are applied in whole unit increments of 60 seconds.

[1] To, but not including the times shown.

INTERSTATE OPERATOR SERVICES

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**3. RATES AND CHARGES****3.1 OPERATOR SERVICES (Cont'd)****3.1.3 MISCELLANEOUS OPERATOR SERVICES CHARGES****A. Directory Assistance**

A Directory Assistance charge will be assessed for Directory Assistance calls. The following charge applies for each call to Directory Assistance, unless specified elsewhere in this Tariff.

**CHARGE**

- Directory Assistance Charge \$1.99

**B. Payphone Surcharge****1. Description**

This charge applies to all Company carried non-coin calls (i.e., Billed to a Third Party, Calling Card, Collect, Credit Card, or Station-to-Station) placed from pay telephones.

**2. Rates and Charges**

These charges are in addition to all other applicable charges unless otherwise specified.

**CHARGE**

- Payphone Surcharge \$0.60

**C. Universal Service Fund Surcharge**

As a result of regulatory reform, certain government subsidies and other government-imposed charges previously collected through local exchange access usage rates are now assessed directly upon interexchange carriers on a per-customer basis. The following flat rate charges may apply to the customer's total charges as a result. These charges will be itemized on the end user's bill and are in addition to the rates for services previously described in this Tariff.

Universal Service Fund Surcharge on total long distance charges.

- Residence 16.6% (I)
- Business 16.6% (I)



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INTERSTATE OPERATOR SERVICES

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**3. RATES AND CHARGES****3.1 OPERATOR SERVICES****3.1.3 MISCELLANEOUS OPERATOR SERVICES CHARGES (Cont'd)****D. Non-Subscriber Surcharge (NSS)**

A Non-Subscriber Surcharge may be assessed and is applicable to interstate Operator Station (Collect, Billed to Third Party, and Person-to-Person, Station-to-Station) calls billed to telephone lines which are presubscribed to an interexchange carrier other than the Company. This charge is in addition to the usage rates applicable to such calls and is also in addition to any applicable service charges for Operator Station calls as specified in this Tariff.

The Non-Subscriber Surcharge does not apply to: calls billed to calling cards or credit cards, conference calls, and calls billed to telephone lines which have discontinued presubscription to the Company but for whom an active billing record still exists in the Company's billing system.

**CHARGE**

- Non-Subscriber Surcharge \$3.50

INTERSTATE OPERATOR SERVICES

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**3. RATES AND CHARGES****3.2 OPERATOR SERVICES OFFERINGS****3.2.1 OPTION D-1****A. Description**

Operator Services that are available for identified, non-aggregate, non-operator service contracted business/residential Company 1+ presubscribed customers, or through optional dialing patterns to reach a Company Operator.

**B. Rates and Charges****1. Operator Surcharges – Interstate**

Operator surcharges vary depending upon the billing option selected by the caller. The one time operator surcharge will be added to the first minute of each operator assisted call. This surcharge is in addition to the per minute usage charges.

	<b>CHARGE INTERSTATE</b>
Calling Card – Automated (0++)	\$1.99
Calling Card – Partially Assisted (0+-)	3.45
Calling Card – Fully Assisted (0--)	3.45
Credit Card – Automated (0++)	2.25
Credit Card – Partially Assisted (0+-)	3.45
Credit Card – Fully Assisted (0--)	3.45
Bill to Third Party – Automated (0++)	5.50
Bill to Third Party – Partially Assisted (0+-)	5.50
Bill to Third Party – Fully Assisted (0--)	5.50
Collect – Automated (0++)	5.50
Collect – Partially Assisted (0+-)	5.50
Collect – Fully Assisted (0--)	5.50
Person to Person – Partially Assisted (0+-)	9.95
Person to Person – Fully Assisted (0--)	9.95
Station to Station – Partially Assisted (0+-)	3.45
Station to Station – Fully Assisted (0--)	3.45

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**3. RATES AND CHARGES****3.2 OPERATOR SERVICES OFFERINGS****3.2.1 OPTION D-1**

## B.1. (Cont'd)

## b. Operator Per Minute Usage Charges – Interstate

The following are the per minute usage charges that the user will incur when using the Company's Operator Services. These charges will apply in addition to the applicable operator surcharge:

**INTERSTATE  
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900	\$0.8900

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## INTERSTATE OPERATOR SERVICES

**3. RATES AND CHARGES****3.2 OPERATOR SERVICES OFFERINGS (Cont'd)****3.2.2 CARRIER SERVICES****A. Description**

Carrier Services by the Company provides any end user the ability to complete automated and live operator assisted telephone calls through the Company's designated numbers which are 800-235-5576, 800-235-5708 and 800-235-5768. These toll free numbers are unique to the Company when dialed from the state of California and can be utilized by any end user.

**B. Rates and Charges****1. Operator Surcharges – Interstate**

Operator surcharges vary depending upon the billing option selected by the caller. The one time operator surcharge will be added to the first minute of each operator assisted call. This surcharge is in addition to the per minute usage charges.

	<b>CHARGE INTERSTATE</b>
Calling Card – Automated (0++)	\$ 0.00
Calling Card – Partially Assisted (0+-)	3.95
Calling Card – Fully Assisted (0--)	3.95
Credit Card – Automated (0++)	5.99
Credit Card – Partially Assisted (0+-)	7.50
Credit Card – Fully Assisted (0--)	7.50
Bill to Third Party – Automated (0++)	9.99
Bill to Third Party – Partially Assisted (0+-)	9.99
Bill to Third Party – Fully Assisted (0--)	9.99
Collect – Automated (0++)	7.50
Collect – Partially Assisted (0+-)	7.50
Collect – Fully Assisted (0--)	7.50
Person to Person – Partially Assisted (0+-)	12.50
Person to Person – Fully Assisted (0--)	12.50
Station to Station – Partially Assisted (0+-)	9.99
Station to Station – Fully Assisted (0--)	9.99

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INTERSTATE OPERATOR SERVICES

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**3. RATES AND CHARGES****3.2 OPERATOR SERVICES OFFERINGS****3.2.2 CARRIER SERVICES**

## B.1. (Cont'd)

## b. Operator Per Minute Usage Charges – Interstate

The following are the per minute usage charges that the user will incur when using the Company's Operator Services. These charges will apply in addition to the applicable operator surcharge:

**INTERSTATE  
USAGE CHARGE**

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>	<u>Initial Minute</u>	<u>Add'l Minute</u>
0-9999	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500	\$0.3500

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