

SBC Long Distance, LLC
d/b/a SBC Long Distance
d/b/a AT&T Long Distance
Linda Guay, Director Regulatory
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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Int'l: Short for International.

Isls.: Islands.

IXC: Interexchange Carrier.

Joint User: A corporation, association, partnership, or individual that is permitted to use a Customer's Service by mutual agreement between the Customer and the Joint User in accordance with the terms and conditions of this Tariff.

Kbps: Kilobits Per Second. One thousand bits per second.

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

LEC: Local Exchange Carrier.

LIDB: Line Information Data Base. A data base that contains all valid telephone numbers in a region and the necessary information to perform billing validation. (D)

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

Local Access Provider: An entity providing Local Access.

Mbps: Megabits per second. Million Bits per second.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

On-Net: A location where the Company's primary Third Party Vendor has facilities.

Operator Toll Assistance Services: Enable callers to place calls from their presubscribed telephone line or when away from their established primary Service location with the ability to bill the call with alternate billing options. Calls may be fully automated or may require the assistance of an operator. Operator Toll Assistance Services are also known as alternate billed services.

Orig: Short for Origination.

Pacific Ocean (Ships): Pacific Ocean Region. Calls terminate at either a ship or an oil platform located in the Pacific Ocean.

PBX: Private Branch Exchange.

Person-to-Person: Any operator-handled call whereby the person originating a call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

PIC: Primary Interexchange Carrier.

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SECTION 2 – TERMS AND CONDITIONS

2.1 Agreement for Use of SBCLD International Long Distance Services (D)

By the Customer's use of the SBCLD Services provided hereunder, the Customer's is consenting to be bound by the terms and conditions of this Tariff.

2.2 Undertaking of SBCLD

SBCLD provides long distance Services, where authorized for International communications. Service areas are subject to change. SBCLD's Service is available twenty-four hours a day, seven days a week. SBCLD arranges for installation, operation, and maintenance of the Service in accordance with the terms and conditions set forth in this Tariff. This Tariff is applicable for Service offered via a LEC or CLEC and for Service provided to Casual Callers. For Service offered via a LEC or CLEC, this Tariff applies for the initial forty-five (45) days of Service or until there is a contract between SBCLD and the Customer.

SECTION 2 – TERMS AND CONDITIONS

2.3 Limitation On Service

Service is offered subject to the availability of the necessary systems, facilities and equipment. SBCLD may decline applications for Service to or from a location where the necessary systems, facilities or equipment do not exist. SBCLD may discontinue furnishing Service in accordance with the terms of this document.

2.3.1 SBCLD reserves the right to discontinue or limit Service when necessitated by conditions beyond its control or when Service is used in violation of provisions in this document or the law.

2.3.2 SBCLD does not undertake to transmit messages, but offers its Service when available, and shall not be liable for errors in transmission or for failure to establish connections.

2.3.3 SBCLD reserves the right to refuse to process third party billed calls when standard validation techniques cannot confirm acceptance.

2.3.4 Reserved for Future Use (T/D)
(D)

2.3.5 SBCLD reserves the right to discontinue Service, limit Service or to impose requirements as required to meet changing regulatory or statutory rules and standards.

SECTION 2 – TERMS AND CONDITIONS

2.7 Discontinuance and Restoration of Service

2.7.3 The Customer shall be subject to discontinuance of Service without notice:

- (A) For any violation of law or of any of the provisions governing the furnishing of Service under this agreement.
- (B) For SBCLD to comply with any order or request of any governmental authority having jurisdiction.
- (C) Reserved for Future Use
- (D) For returned checks: If the Customer's check or draft is returned unpaid for any reason after one collection attempt.
- (E) Customer's or User's misuse, fraudulent, or unlawful use of the long distance network.
- (F) For emergencies.
- (G) For insufficient or fraudulent billing information.
- (H) Service that is used by the Customer or User that harasses another or interferes with the use of Service by other Customers.

(T/D)
(D)
(D)

SECTION 2 – TERMS AND CONDITIONS

2.11 Obtaining Services; Proof of Authorization and Identity

To obtain Service, SBCLD requires the Customer to provide SBCLD with whatever authorization SBCLD deems appropriate. Upon SBCLD's acceptance of this authorization, all applicable SBCLD terms and conditions, as amended from time-to-time, become the agreement for Service between SBCLD and the Customer. SBCLD reserves the right, at any time, to require any Customer to present proof of identification to SBCLD as SBCLD may then deem acceptable. Acceptance or use of Service offered by SBCLD shall be deemed an application for such Service and an agreement by the Customer to subscribe to, use, and pay for such Service.

(D)
(D)

2.12 Establishment of Credit and Deposits; Toll Restriction; Credit Limits

2.12.1 SBCLD reserves the right to require all Applicants to establish credit worthiness to the reasonable satisfaction of SBCLD. In addition, if the conditions of Service or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. SBCLD reserves the right to examine the credit record and check the references of any Customer at any time. If the Customers financial condition is unknown or unacceptable, SBCLD reserves the right to require a security deposit, which SBCLD may apply to overdue charges. The security deposit amount shall be up to three month's estimated usage, with SBCLD determining the amount of the deposit. SBCLD shall pay interest on deposits as required under state law. SBCLD shall review the account periodically to determine if all amounts due have been paid within the terms and conditions of this agreement. In that event, SBCLD shall refund the deposit in full within the time prescribed under state law, but in no event later than one year following the deposit.

SECTION 2 – TERMS AND CONDITIONS

2.12 Establishment of Credit and Deposits; Toll Restriction; Credit Limits (continued)

- 2.12.3 SBCLD may regularly review any Customer's toll usage in order to protect itself from fraudulent or excessive usage by high-risk Customers or Customers who are delinquent in their payments. When SBCLD determines that the usage volume increases the likelihood that a particular Customer will not pay or will be unable to pay for usage, SBCLD may implement its toll blocking process. Pursuant to that process, SBCLD may place a restriction on or discontinue Customer's use of domestic and/or international long distance services 1+, 0+, and/or all 900/976/700/500 calls until the Customer makes payment arrangements satisfactory to SBCLD. Access to local calling, operator-assisted calls, emergency services (9-1-1), 800 and 888 calls will not be affected. In the event that toll access is restricted or blocked pursuant to the foregoing, Customers attempting to access restricted services will be automatically routed to either a recorded announcement or a service representative for information regarding restoration of service. This process allows SBCLD to reasonably limit the amount of toll usage Customers may accumulate. (D)
- 2.12.4 SBCLD may establish credit limits for new and existing Customers. Where a credit limit is established for a Customer, the Customer will be notified of the Customer's initial credit limit amount and any subsequent credit limit changes. Where a Customer becomes delinquent in payments, a new credit limit may be established that is lower than the Customer's initial credit limit. In the event a Customer's established credit limit is exceeded, or in the event a Customer becomes delinquent in the Customer's payments, SBCLD may implement its toll blocking process, as described above. SBCLD shall provide notice of adverse action regarding credit limits in accordance with Federal and State laws. (D)
(D)

SECTION 2 – TERMS AND CONDITIONS

2.18 Notices

Any notices provided by SBCLD are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises. Notices will be sent to the last billing address provided to SBCLD by the Customer.

2.19 Reserved for Future Use

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2.20 Inspection, Testing and Adjustment

SBCLD may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the installation, operation or maintenance of the Customer's or SBCLD's facilities or equipment are in compliance with the terms and conditions of this agreement. SBCLD may interrupt Service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions. Upon reasonable notice, the facilities or equipment provided by SBCLD shall be made available to SBCLD for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to SBCLD. No interruption allowance shall be granted for the time such tests and adjustments are made, unless such interruption exceeds twenty-four hours and an allowance is requested by the Customer.

SECTION 2 – TERMS AND CONDITIONS

2.25 Liability of the Customer (continued)

In addition to the liabilities identified above in this section, the Customer will be responsible for:

2.25.8 Taking all necessary legal steps for interconnecting Customer-provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the long distance network do not damage Company-Provided equipment, injure personnel, or degrade Service to other Customers or other users of the long distance network. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In Addition, the Customer will comply with applicable local exchange carrier signal power limitations.

2.25.9 Reimbursing SBCLD for damages to facilities or SBCLD-Provided equipment caused by the negligence or willful acts of the Customer's officers, employees, agents, contractors, or authorized or unauthorized user(s).

2.25.10 Reserved for Future Use (T/D)
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2.25.11 Payment of all charges by SBCLD for Service(s) that need to be moved, replaced, or redesigned as a result of inaccurate information provided by the Customer.

SECTION 3 – DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services

3.1.1 General

Operator Toll Assistance Services include a variety of billing options. Callers may use Operator Toll Assistance Services to place International calls from their presubscribed telephone line(s) or when away from their established primary Service location.

-Calls can originate from either tone-generating or rotary-dial instruments.

-Unless specifically limited or expanded in this Tariff, calls may originate in the United States or a U.S. territory and terminate to an International location.

-Callers may elect to use any of the billing options described in Section 3.1.5 of this Tariff.

-Operator Toll Assistance Service is available to a Customer that subscribes to any of the Company's outbound Service offerings that require Switched Access to reach the long distance network. (D)

SECTION 3 – DESCRIPTION OF SWITCHED SERVICES

3.1 Operator Toll Assistance Services (continued)

3.1.2 Application of Charges

- (A) Unless otherwise indicated in this Tariff, the initial and additional periods are billed in increments of one (1) minute or fraction thereof.
- (B) There are two (2) rate elements which apply to Operator Toll Assistance Services, a usage charge and one or more fixed per call charges. The rates for a particular call are determined by the following criteria: (i) access method, (ii) completion type (Station-to-Station or Person-to-Person), (iii) billing option selected (third number, or sent paid), and (iv) level of automation used (operator dialed, operator assisted, or fully automated). (D)
- (C) Rates and charges for Operator Toll Assistance Service may be found in Section 4 of this Tariff.

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3.1 Operator Toll Assistance Services (continued)

3.1.5 Billing Options

(A) Reserved for Future Use

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3.1 Operator Toll Assistance Services (continued)

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3.1 Operator Toll Assistance Services (continued)

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SECTION 3 – DESCRIPTION OF SWITCHED SERVICES

3.2 Directory Assistance Services (continued)

3.2.4 Application of Charges

- (A) Directory assistance charges apply whether or not the directory assistance operator furnishes the requested telephone number(s) (e.g., the requested telephone number is unlisted, non-published or no record can be found).
- (B) Customers will be billed a charge for each request of two listings or portion thereof.
- (C) Directory Assistance charges may be billed to the originating number or to an alternate billing option such as third number. Calls placed to Directory Assistance with alternate billing will incur both the Directory Assistance charge as well as the per call charge for the alternate billing option. Calls placed to directory assistance that are billed on other than a sent-paid basis (fully-automated or operator assisted) will incur both the directory assistance charge as well as the per call charges for the alternate billing option. However, if a caller asks the long distance operator to connect the caller to directory assistance, the Customer will incur both the directory assistance charge as well as the per call charge for the operator assistance. (D)
- (D) Calls to directory assistance utilizing Operator Toll Assistance Service will be billed the directory assistance charge plus the applicable operator services charges(s).
- (E) For rates and charges, see Section 4.2 of this Tariff.

SECTION 3 – DESCRIPTION OF SWITCHED SERVICES

3.3 International Call Origination (continued)

3.3.2 International Originated Dialing

- (A) International Originated Dialing provides call completion assistance for Station-to-Station and Person-to-Person calls from selected International locations for completion by a long distance operator.
- (B) In addition to assistance in completing a long distance call, a Customer may obtain directory or general assistance from the operator (for example, U.S. area code information, time of day in U.S. cities, call rates, and/or call completion assistance).

(C)

Calls originating in Canada and terminating in the United States or calls originating in Canada and terminating in Canada may be billed to a third number.

(D)
(D)

SECTION 3 – DESCRIPTION OF SWITCHED SERVICES

3.5 Miscellaneous International Service Information (continued)

3.5.7 Locations Where International Service is Available for Termination

Unless otherwise indicated in this Tariff, the Company's list of locations where International Service is available for termination is limited to those locations where rates and charges are listed in this Tariff for a specific Service offering.

If applicable to a particular country or foreign location, the following symbols are shown following the name of the country or foreign location.

* Available termination point for Japanese Credit Card Services' calls.

** International terminations are not available from all areas.

International termination is unavailable from Area Codes 212 and 718.

! Not available using toll free LEC Card access.

H International termination is unavailable from Area Codes 704 and 705.

HH Available via Company's operator services and Sprint's PublicFON only.

@ Outbound collect calling available via Company's Operator Services and Sprint's PublicFON.

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SECTION 4 – SWITCHED SERVICES RATES AND CHARGES

4.1 Operator Toll Assistance Service (continued)

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