

ACCESS SERVICE

On August 20, 2002 Nevada Bell Telephone Company (NBTC) issued Supplement No. 1 in Transmittal No. 21 pursuant the Competitive Pricing Division, Common Carrier Bureau's Order DA 02-2039, released August 16, 2002. Order DA 02-2039 suspended the effective date of NBTC's Transmittal No. 20 for 5 months and instituted an investigation.

On January XX, 2003, under authority of Special Permission No. 03-XXX, NBTC withdrew Transmittal No. 20 without it becoming effective.

(This page filed under Transmittal No. xx)

Issued: xxxxxxxxxx

One Bell Plaza, Dallas, Texas 75202

ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service

(A) Unless the provisions of 2.2.2 (B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.3, 2.3.1, 2.3.6, 2.3.7 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time thereafter. If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the noncomplying customer without further notice.

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x Issued under authority of Special Permission No. 03-XXX of the F.C.C. in order to restore currently effective material and to withdraw material filed under Transmittal No. 20 without becoming effective.

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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (B) Unless the provisions of 2.2.2 (B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.3, 2.3.1, 2.3.6, 2.3.7 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on a thirty (30) days written notice by Certified U.S. Mail to the person designated by that customer to receive such notices of noncompliance, discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the noncomplying customer without further notice.
- (C) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 8 of the National Exchange Carrier Association, Inc., Tariff FCC No. 5 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges, shall become due.

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2. General Regulations (Cont'd)2.3 Obligations of the Customer (Cont'd)2.3.16 Certification of Special Access Services As Interstate
Cont'd)(C) Verification Information

If a billing dispute arises or a regulatory commission questions the interstate certification for the Special Access Service, the Telephone Company will ask the customer to provide the general information on system design and functionality it uses to determine that the Special Access Service interstate traffic is more than ten percent (10%) of the total traffic carried on the Special Access Service. If the customer has usage information or usage studies which it uses to verify the interstate traffic, the customer shall supply the studies when requested by the Telephone Company not to exceed once per year. The customer shall supply the data within 30 days of the Telephone Company request.

2.4 Payment Arrangements and Credit Allowances

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2.4.1 Payment of Rates, Charges and Deposits

- (A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(A) (Cont'd)

(x)

The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event after the customer has established a one year prompt payment record at any time prior to the termination of the provision of service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest for each month or portion thereof that a deposit is held at the rate computed per Nevada Revised Statute (NRS) Chapter 704.655, which is at the rate fixed for 6-month Treasury bills of the United States at the first auction:

- (1) On or before December 1 of any year for the period from January 1 to June 30 of the succeeding year, or
- (2) On or after June 1 of any year for the period from July 1 to December 31 of that year.

The Telephone Company will, when necessary, in accordance with the Telephone Company deposit regulations maintain a service deposit balance for each end user account. Deposits will not be maintained by individual customer accounts but will be maintained for the end user account in general.

The Telephone Company will provide the customer a copy of its service deposit regulations upon request from the customer.

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