TCAST Communications Inc.
24251 Town Center Drive, #2F
Valencia, CA 91355

ORIGINAL

Schedule A.C.C. No. 1
Original Sheet No. Title Page

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AZ CORP COMMISSION
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Arizona Tariff Schedule

Applicable to

Competitive Resold Intrastate Communications Service

of

TCAST Communications, Inc.

ARIZONA CORPORATION COMMISSION
JUL 27 2001
Director of Utilities

Arizona Corporation Commission:
Docket No.: T-03949A-00-0835
Decision No.: 63833
Decision Date: 6/28/01

APPROVED FOR FILING
DECISION #: 63833

Issued by

Advice Letter No. 1
Decision No. 63833
Decision Date: 6/28/01

Mark E. Jordan, President
NAME

Date Filed July 30, 2001
Effective July 30, 2001

LIST OF EFFECTIVE SHEETS

Current Sheets in this tariff are as follows:

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PRELIMINARY STATEMENT

A. Explanation of Symbols

(C) To signify changed listing, rule or condition which may affect rates or charges

(D) To signify discontinue material, including listing, rate, rule or condition

(I) To signify increase

(L) To signify material relocated from or to another part of tariff schedules with no change in text, rate, rule or condition

(N) To signify new material including listing, rate, rule or condition

(R) To signify reduction

(T) To signify change in wording of text but no change in rate, rule or condition

B. Type of Service Rendered

This tariff applies to Arizona dedicated and switched communications service furnished by TCAST Communications, Inc. (hereinafter "TCAST" or "Company") from points in the state of Arizona to points in the state of Arizona. TCAST undertakes to install, operate and maintain intrastate, intraLATA and interLATA communications service in conjunction with its interstate service offering.

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PRELIMINARY STATEMENT (cont'd)

C. General Conditions

1. Service is furnished subject to the condition that it will be used only for authorized and lawful purposes.

2. Service is offered subject to the availability of facilities and may be limited for reasons beyond Company's control or by national or local emergency.

3. The service or any rights associated therewith may not be assigned or in any manner transferred without the prior written consent of the Company.

4. The Company has the right to limit the manner in which the facilities are used to protect the technical integrity of the network. Technical limitations and protective criteria are available on request.

5. Any equipment supplied by TCAST in rendering service to its customer's remains the property of TCAST Communications, Inc.

6. TCAST shall be responsible for maintaining in safe operating condition all equipment and fixtures owned by and under the exclusive control of TCAST that are used in providing telecommunications services to the customer.

7. TCAST shall make known to applicants for its service and to its subscribers any information necessary to assist the subscriber or customer in obtaining adequate, efficient and reasonably priced service.

8. TCAST shall make reasonable efforts to supply a satisfactory and continuous level of service pursuant to article R14-2-1114.

D. Territory Served

TCAST will provide originating communication service from LATA 666 (Phoenix) and LATA 668 (Tucson), and terminate communication service throughout the state of Arizona.

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SWITCHED SERVICES

ONE PLUS 2000

A. Outbound Usage Rate Range

	Local Toll	Intrastate
Maximum Rate, Per Minute	$.145	$.145
Actual Rate, Per Minute	$.127	$.127

B. Special Conditions

1. Rates for "Local Toll" and "Intrastate" refer to calls originating and terminating within the State of Arizona.
2. Usage is subject to a minimum of six-seconds per call.
3. Calls, within the United States, will be billed in six-second increments.
4. One Plus 2000 requires a one-year subscription agreement.
5. If customer requests a calling card for making telephone calls on a telephone other than that which TCAST provides service under One Plus 2000, the actual usage rate will be $.15 per minute of use with a maximum rate of $.25 per minute of use. There are no monthly fees associated with calling card service.

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SWITCHED SERVICES

ONE PLUS AT HOME

A. Outbound Usage Rate Range

	Local Toll	Intrastate
Maximum Rate, Per Minute	$.20	$.20
Actual Rate, Per Minute	$.132	$.132

B. Non-Recurring Installation Fee

One time Installation Fee	$5.00

C. Special Conditions

1. Rates for "Local Toll" and "Intrastate" refer to calls originating and terminating within the State of Arizona.
2. Usage is subject to a minimum of six-seconds per call.
3. Calls, within the United States, will be billed in six-second increments.
4. One Plus At Home has no monthly service fee, providing a minimum monthly usage of $25.00 or more is maintained. If the minimum monthly usage does not reach $25.00, there will be a $3.50 monthly access fee per account.
5. If customer requests a calling card for making telephone calls on a telephone other than that which TCAST provides service under One Plus at Home, the actual usage rate will be $.15 per minute of use, with a maximum rate of $.25 per minute of use. There are no monthly fees associated with calling card service.

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INBOUND TOLL-FREE CALLING SERVICES

ONE PLUS 2000

A. Inbound Calling Rate Ranges

	Intrastate
Maximum Rate, Per Inbound Minute	$.250
Actual Rate, Per Inbound Minute	$.127

B. Monthly Fee

	Intrastate
Maximum Rate, Per Toll Free Number	$10.00
Actual Rate, Per Toll Free Number	$ 1.50

C. Special Conditions

1. Customers selecting Access 2000 for their dedicated access, long distance service are eligible to request Access 2000 Inbound Calling Services.
2. Customers subscribing to inbound calling service will be given a toll-free telephone for inbound calls.
3. Customers will be charged in six-second increments.

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INBOUND TOLL-FREE CALLING SERVICES

ONE PLUS AT HOME

A. Inbound Calling Rate Ranges

	Intrastate
Maximum Rate, Per Inbound Minute	$.250
Actual Rate, Per Inbound Minute	$.132

B. Monthly Fee

	Intrastate
Maximum Rate, Per Toll Free Number	$10.00
Actual Rate, Per Toll Free Number	$ 1.50

C. Special Conditions

1. Customers selecting One Plus 2000 for their switched long distance service are eligible to request One Plus 2000 Inbound Calling Services.
2. Customers subscribing to inbound calling service will be given a toll-free telephone for inbound calls.
3. Customers will be charged in six second increments.

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RULE NO. 1

DEFINITIONS

Certain terms used generally throughout this tariff are defined as follows:

Authorized User

A person, firm, corporation, or any other legal entity authorized by the customer to use the service being provided to the customer.

Arizona Corporation Commission – Commission or ACC

The regulatory agency of the State of Arizona having jurisdiction over public service corporations operating in Arizona.

Central Office

A facility within a telecommunications system where calls are switched and which contains all the necessary equipment, operating arrangements and interface points for terminating and interconnecting facilities such as subscribers' line, and interoffice trunks.

Competitive Telecommunications Service

Any telecommunications service where customers of the service within the relevant market have or are likely to have reasonably available alternatives.

Completed Call

If answerback supervision is not provided by the local telephone company, any call or call attempt for a duration of 24 seconds or more will be considered a completed call.

Customer

A person, firm, corporation, or other legal entity that orders service from the Company and is responsible for the payment of charges and for compliance with the Company's regulations.

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RULE NO. 1

DEFINITIONS (cont'd)

Equal Access

An arrangement where a local exchange company provides all telecommunications companies operating in an equal access central office with dialing arrangements and other service characteristics that are equivalent in type and quality to what the local exchange carrier utilizes in the provision of its service.

Interexchange Carrier

A primary interexchange company that provides long distance service between the local exchange carrier's operating territory and offers such services to the public.

1. **"Local Exchange Service."** The telecommunications service that provides a local dial tone, access line, and local usage within an exchange or local calling area.
2. **"Primary Interexchange Company"** or **"PIC."** The telecommunications company with whom a customer may presubscribe to provide 1+/0+ toll service, without the use of access codes, following equal access implementation.

Local Access and Transport Area ("LATA")

A geographic area established by the Federal Communications Commission for the provision and administration of communication service.

Rate

Within the context of this Article, this term refers to the maximum tariffed rate approved by the Commission, from which the competitive telecommunications service provided may be discounted down to the total service long run incremental cost of providing the service.

Tariffs

The documents filed with the Commission which list the services and products offered by a telecommunications company and which set forth the terms and conditions and a schedule of the rates and charges for those services and products.

TCAST Communications, Inc. – Company or TCAST

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RULE NO. 1

DEFINITIONS (cont'd)

Telecommunications Company

A public service corporation, as defined in the Arizona Constitution, Article 15 § 2 that provides telecommunications services within the State of Arizona, and over which the Commission has jurisdiction.

Telecommunications Service

Any transmission of interactive switched and non-switched signs, signals, writing, images, sounds, messages, data or other information of any nature by wire, radio, lightwave, or any other electromagnetic means (including access services), which originate and terminate in this state, and are offered to or for the public, or some portion thereof, for compensation.

Total Service Long Run Incremental Cost

The total additional cost incurred by a telecommunications company to produce the entire quantity of a service, given that the telecommunications company already provides all of its other services. Total Service Long Run Incremental Cost is based on the least cost, most efficient technology that is capable of being implemented at the time the decision to provide the service is made.

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RULE NO. 2

DESCRIPTION OF SERVICE

A. Description of Service

TCAST will be offering the public switched access service (outbound or inbound toll free). Calls will be rated based on their duration.

B. Use of Service

1. Communication service furnished by the Company may be used to transmit telephone conversations of the customer or its authorized users.

2. Service is furnished subject to the condition that it will be used only for authorized and lawful purposes.

3. The service or any rights associated therewith may not be assigned or in any manner transferred without the prior written consent of the Company.

4. Service orders, including requests for the installation or termination of service, will be accepted only from the customer or the customer's designated agent.

C. Liability

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any service or facility rendered hereunder, and not caused by any act or omission of the customer, shall be limited to the credit allowance for service interruptions specified in Rule No. 14. The Company will not be liable for compensatory or consequential damages arising out of any delay, defect, or interruption in service.

2. TCAST shall make reasonable effort to reestablish service within the shortest possible time when service interruptions occur. TCAST will issue instructions to its employees covering procedures to be followed in the event of any emergency, including national emergencies or local disasters, in order to prevent or mitigate interruption or impairment of service. The Commission shall be notified of major interruptions in service affecting the entire system or any major division.

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RULE NO. 2

DESCRIPTION OF SERVICE (cont'd)

C. Liability (cont'd)

3. When TCAST, or a company which TCAST relies upon for the access, transport, or termination of telecommunications service, plans to interrupt service to perform necessary repairs or maintenance, the TCAST shall attempt to inform affected customers at least twenty-four (24) hours in advance of the scheduled date. TCAST will attempt to provide the customer with the estimated duration of the service interruption. Such service interruptions shall be completed in the shortest possible time to minimize the inconvenience to TCAST's customers.

D. No Liability

TCAST Communications Inc. shall not be liable for:

1. Libel, slander, or infringement of copyright arising from or in connection with the transmission of communications by means of Company-provided facilities unless the libel, slander or infringement results solely from the negligence or willful misconduct of the Company;

2. Infringement of patents arising from the combination, or use, of Company-provided facilities with customer-provided or authorized user-provided facilities or services;

3. Any claim arising out of any act or omission of the customer, its authorized users or any other entity furnishing services or facilities for use in conjunction with services provided under this tariff;

4. Unlawful or unauthorized use of the Company's facilities and service, unless such use results solely from the negligence or willful misconduct of the Company;

5. Any claim arising out of a breach in the privacy or security of communications transmitted over the Company's facilities unless such breach results from the negligence or willful misconduct of the Company;

6. Changes in any of the facilities, operations or procedures of the Company that render any facilities or services provided by the customer or its authorized users obsolete, or require modification or alteration of such facilities or services, or otherwise affect their use or performance. The Company will endeavor to advise the customer on a timely basis of such changes.

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RULE NO. 2

DESCRIPTION OF SERVICE (cont'd)

D. No Liability (cont'd)

7. The customer shall indemnify and save the Company harmless from all liability disclaimed by the Company, as specified in Rule No. 2, Section B(2)(a) through (f) arising in connection with the provision of service by the Company to the customer, and shall protect and defend the Company from any suits or claims alleging such liability, and shall pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection herewith. The Company shall notify the customer of any such suit or claim against the Company.

8. The customer shall indemnify and hold the 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, by an authorized user or by any other party, for any personal injury to or death of any person or person, and for any loss, damage, or destruction of any property, whether owned by the customer, by an authorized user or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any installation so provided. The Company may require the customer to sign an agreement acknowledging its acceptance of the above stated provisions prior to such installation.

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RULE NO. 3

SERVICE ESTABLISHMENT

A. Service Order

Any customer requesting communication service from the Company shall have an authorized employee complete a service order, credit application and letter of agency. After Company has ascertained that there is adequate space and power for service connection, and after customer's credit has been approved, the service order shall be accepted for processing.

B. Information From New Applicants

1. TCAST may obtain the following minimum information from each new applicant for service:

   a. Name or names of applicant(s).
   b. Service address or location and telephone number
   c. Billing address, if different than service address.
   d. Address and telephone number where service was provided previously.
   e. Date applicant will be ready for service.
   f. Indication of whether premises have been supplied with telephone utility service previously.
   g. Class of service to be provided.
   h. Indication of whether applicant is owner or tenant of or agent for the premises.

2. TCAST may require a new applicant for service to appear at the utility's designated place of business to produce proof of identity and sign the utility's application form.

3. Where service is requested by 2 or more individuals, the utility shall have the right to collect the full amount owed to the Company from any 1 of the applicants.

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RULE NO. 4

CREDIT PROCEDURES

A. Grounds for Refusal of Service

Company may refuse to establish service if any of the following conditions exist:

1. The applicant has an outstanding amount due for similar Company services and the applicant is unwilling to make acceptable arrangements with the Company for payment.

2. A condition exists which in the Company's judgment is unsafe or hazardous to the applicant, the general population, or the Company's personnel or facilities.

3. Refusal by the applicant to provide the Company with a deposit when the customer has failed to meet the credit criteria for waiver of deposit requirements.

4. Customer is known to be in violation of the Company's tariffs filed with the Arizona Corporation Commission.

5. Failure of the customer to furnish such funds, suitable facilities, and/or rights-of-way necessary to serve the customer and which have been specified by the Company as a condition for providing service.

6. Applicant falsifies his or her identity for the purpose of obtaining service.

B. Establishment of Credit

1. Customer must provide all necessary information to enable Company to determine customer's credit worthiness.

2. Customer shall complete a standard credit application provided by the Company. Information given on the application will be considered confidential.

3. Company has the right to review customer's credit application for credit worthiness before communication service is provided.

4. Company reserves the right, in the future, to request a deposit from the customer before service initiation. Company will submit a request to the Commission before collecting any prepayments or deposits from customers. Requirements for deposits can be found in this tariff.

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RULE NO. 4

CREDIT PROCEDURES (cont'd)

C. Re-establishment of Credit

1. If for any reason the customer discontinues service and subsequently requests service to be re-established, or if a customer requests additional facilities to be added to any existing service, then a review of the customer's payment history and credit worthiness shall be initiated.

2. If customer's prior payment history is poor, Company reserves the right to request a deposit from the customer under the terms of this tariff.

3. Company reserves the right to refuse service to any customer whose credit worthiness or payment history indicates the customer would be an unacceptable credit risk.

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RULE NO. 5
DEPOSITS

A. Deposits

1. TCAST shall issue a nonnegotiable receipt to the applicant for the deposit. The inability of the customer to produce such a receipt shall in no way impair his right to receive a refund of the deposit that is reflected in the Company's records.

2. Deposits shall be interest bearing; the interest rate and method of calculation shall be filed with and approved by the Commission in a tariff proceeding.

3. TCAST shall file a deposit refund policy with the Commission, subject to Commission review and approval during a tariff proceeding. However, each utility's refund policy shall include provisions for residential deposits and accrued interest to be refunded after 12 months of service if the customer has not been delinquent in the payment of utility bills or applied to the closing bill upon discontinuance of service.

4. TCAST may require a residential customer to establish a deposit if the customer becomes delinquent in the payment of 2 or more bills within a 12-consecutive-month period or has been disconnected for service during the last 12 months.

5. The amount of a deposit required by the utility shall be determined according to the following terms:

   a. Residential customer deposits shall not exceed 2 times that customer's estimated average monthly bill or the average monthly bill for the customer class for that customer which ever is greater.

   b. Nonresidential customer deposits shall not exceed 2 1/2 times that customer's estimated maximum monthly bill.

6. TCAST may review the customer's usage after service has been connected and adjust the deposit amount based upon the customer's actual usage.

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RULE NO. 5

DEPOSITS (cont'd)

B. Deposits Not Applied

1. TCAST shall not require a deposit from a new applicant for residential service if the applicant is able to meet any of the following requirements:

   a. The applicant has had continuous telephone service of a comparable nature with the utility at another service location within the past 2 years and was not delinquent in payment more than once during the last 12 consecutive months or disconnected for nonpayment.

   b. The applicant can produce a letter regarding credit or verification from a telephone utility where service of a comparable nature was last received which states:
      i. Applicant had a timely payment history at time of service discontinuation.
      ii. Applicant has no outstanding liability from prior service.

   c. In lieu of a deposit, a new applicant may provide a Letter of Guarantee from an existing customer with service who is acceptable to the utility or a surety bond as security for the utility. The utility shall review and release an existing customer as a guarantor for the new applicant after 12 consecutive months if no obligations are delinquent and has maintained a timely payment history.

2. Deposits will be collected and may be used by the Company in any manner, in compliance with Arizona law and Arizona Corporation Commission directives.

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RULE NO. 6

CUSTOMER SERVICE COMPLAINTS

A. Customer Service Complaints

1. TCAST shall make a full and prompt investigation of all service complaints made by its customers, either directly or through the Arizona Corporation Commission.

2. TCAST shall respond to the complainant and/or the Arizona Corporation Commission representative within 5 working days as to the status of their investigation of the complaint.

3. TCAST shall notify the complainant and/or the Arizona Corporation Commission representative of the final disposition of each customer service complaint. Upon request of the complainant or the Arizona Corporation Commission representative, TCAST shall report the findings of its investigation in writing.

4. The Arizona Corporation Commission requires TCAST to keep a record of all written service complaints received. Records shall contain, at a minimum, the following data:

   a. Name and address of complainant
   b. Date and nature of the complaint
   c. Disposition of the complaint
   d. A copy of any correspondence between TCAST, the customer, and/or the Arizona Corporation Commission.

5. This record shall be maintained for a minimum period of 1 year and shall be available for inspection by the Arizona Corporation Commission.

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RULE NO. 7

RENDERING AND PAYMENT OF BILLS

A. Rendering Bills

1. The Company will notify customer either verbally or in writing upon completion of service installation. Such date shall constitute commencement of service.

2. Usage charges and taxes will be billed monthly. The customer shall be responsible for payment to the Company of all excise, sales, use or other similar taxes which may be levied by a governing body or bodies for service rendered.

B. Billing Periods

Customer invoices will be mailed on a monthly basis.

C. Due Dates

Payment of an invoice is due within fifteen (15) days after receipt of invoice.

D. Payment of Charges

1. Customer shall be responsible for payment of all charges for service provided under this tariff as well as all applicable Federal, State and local taxes, surcharges and fees.

2. Customer reimbursement of a communication's service invoice shall be made by check, money order or certified check made payable to TCAST Communications, Inc. Such payment shall be made via first-class mail, postage prepaid to the address stated on the customer's invoice. For the purpose of this tariff, customer shall remit payment to TCAST Communications, Inc.

3. If a customer tenders payment for service with an insufficient funds check, TCAST reserves the right to require that the customer make payment in cash, by money order, certified check, or other means that guarantees the customer's payment to TCAST.

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RULE NO. 7

RENDERING AND PAYMENT OF BILLS (cont'd)

D. Payment of Charges (cont'd)

4. TCAST may, in lieu of terminating service, offer any customer a deferred payment plan to retire unpaid bills for telecommunications company service. If a deferred payment arrangement is made, current service shall not be discontinued if the customer agrees to pay a reasonable portion of the outstanding balance in installments over a period not to exceed six (6) months, and agrees to pay all future bills in accordance with the billing and collection tariffs of the telecommunications company.

5. If a customer does not fulfill the terms of a deferred payment agreement, TCAST shall have the right to disconnect service pursuant to the Arizona Corporation Commission's termination of service rules, R14-2-509.

E. Late Payment Penalty

TCAST may assess a late payment charge of 1.5%, or such maximum amount permitted by law, whichever is greater, on any invoice not paid when due. Customer shall be responsible for all costs, including attorney's fees, incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations.

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RULE NO. 8

DISPUTED INVOICE

A. Customer Bill Disputes

1. Any utility customer who disputes a portion of a bill rendered for utility service shall pay the undisputed portion of the bill and notify the utility's designated representative that such unpaid amount is in dispute prior to the delinquent date of the bill.

2. Upon receipt of the customer notice of dispute, the utility shall:
   a. Notify the customer within 5 working days of the receipt of a written dispute notice.
   b. Initiate a prompt investigation as to the source of the dispute.
   c. Withhold disconnection of service until the investigation is completed and the customer is informed of the results.

3. Once the customer has received the results of the utility's investigation, the customer shall submit payment within 5 working days to the utility for any disputed amounts. Failure to make full payment shall be grounds for termination of service. Prior to termination inform the customer of his right of appeal to the Commission.

B. Resolution of Service and/or Bill Disputes

In the event a customer and TCAST cannot resolve a service and/or bill dispute, the customer shall file a written statement of dissatisfaction with the Arizona Corporation Commission; by submitting such notice to the Arizona Corporation Commission, the customer shall be deemed to have filed an informal complaint against the Company.

1. Within 30 days of the receipt of a written statement of customer dissatisfaction related to a service or bill dispute, a designated representative of the Arizona Corporation Commission shall endeavor to resolve the dispute by correspondence and/or telephone with TCAST and its customer. If resolution of the dispute is not achieved within 20 days of the Arizona Corporation Commission representative's initial effort, the Arizona Corporation Commission shall hold an informal hearing to arbitrate the resolution of the dispute. The informal hearing shall be governed by the following rules:

   a. Each party may be represented by legal counsel, if desired.
   b. All such informal hearings may be recorded or held in the presence of a stenographer.
   c. All parties will have the opportunity to present written or oral evidentiary material to support the positions of the individual parties.

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RULE NO. 8

DISPUTED INVOICE (cont'd)

B. Resolution of Service and/or Bill Disputes (cont'd)

d. All parties and the Arizona Corporation Commission's representative shall be given the opportunity for cross-examination of the various parties.

e. The Arizona Corporation Commission's representative will render a written decision to all parties within 5 working days after the date of the informal hearing. Such written decision of the arbitrator is not binding on any of the parties and the parties will still have the right to make a formal complaint to the Arizona Corporation Commission.

2. TCAST may implement normal termination procedures if the customer fails to pay all bills rendered during the resolution of the dispute by the Arizona Corporation Commission.

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RULE NO. 9

DISCONTINUANCE AND RESTORATION OF SERVICE

A. Cancellation of Service by Customer

1. Any request for termination of service must be in writing and delivered to the Company via first-class, postage prepaid mail or in person. The address to provide a request for termination of service notice is:

   TCAST Communications, Inc.
   24251 Town Center Drive, Suite 2F
   Valencia, CA 91355

   Any other notice the customer may provide the Company may be given either orally, or in writing, unless otherwise specified in this tariff.

2. Customer may cancel TCAST long distance service after commencement of service by giving Company a minimum of thirty (30) days written notice.

   a. Customer may cancel TCAST long distance service before commencement of service by notifying Company in writing or by personally appearing at TCAST's corporate office. Customer will be responsible for payment of the non-recurring installation charge.

   b. Cancellation of service does not relieve the customer of any obligation to pay its bill.

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RULE NO. 9

DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd)

B. Suspension of Service by Company

1. Company may suspend service for nonpayment of interLATA or local toll service it provides if the customer is fifteen (15) days past due, after providing five (5) days written notice to the customer.

   a. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.

   b. If after the period of time allowed by the notice has elapsed, and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof, or in the case of a violation of the Company's rules the customer has not satisfied the Company that such violation has ceased, the Company may then terminate service on or after the day specified in the notice without giving further notice.

   c. Company may terminate service on a temporary basis by discontinuing the customer's line access at the switch.

   d. Company shall have the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of service.

   e. The terms and conditions of these rules shall apply in all circumstances except those superseded by the provisions of the high toll usage notification procedures.

2. Company may suspend service thirty (30) days after receipt by the customer of written notice of noncompliance with any provision of the terms and conditions stated herein, if the noncompliance is not corrected within the thirty (30) day period.

3. Suspension for cause does not relieve the customer of any obligation to pay its bill.

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RULE NO. 9

DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd)

C. Service Establishment, Re-establishment or Reconnection Charge

1. TCAST reserves the right to establish a charge as approved by the Arizona Corporation Commission for the establishment, reestablishment, or reconnection of Company services.

2. Should service be established during a period other than regular working hours at the customer's request, the customer may be required to pay an after-hour charge for the service connection.

3. For the purpose of this rule, service establishments are where the customer's and Company's facilities are ready and acceptable.

D. Termination of Service after Suspension of Service by Company

1. Company may terminate service for cause, after suspension of service for nonpayment or noncompliance with any provision of this tariff, if such nonpayment or noncompliance is not corrected within five (5) days following suspension of service.

2. Termination for cause does not relieve the customer of any obligation to pay its bill.

E. Termination of Service with Notice by Company

1. Company may disconnect service to any customer for any reason stated below provided the Company has met the notice requirements established by the Arizona Corporation Commission:

   a. Customer violation of any of the Company's tariffs filed with the Arizona Corporation Commission and/or violation of the Arizona Corporation Commission's rules and regulations.

   b. Failure of the customer to pay a bill for Company service.

   c. Failure to meet or maintain the Company's credit and deposit requirements.

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DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd)

E. Termination of Service with Notice by Company (cont'd)

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.

2. Each Company shall maintain a record of all terminations of service with notice. This record shall be maintained for 1 year and be available for Arizona Corporation Commission inspection.

3. Company shall 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.

4. Advance written notice shall 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 rules 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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RULE NO. 9

DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd)

F. Non-Permissible Termination Of Service

According to the rules set by the Arizona Corporation Commission, TCAST may not disconnect service for:

c. The failure of a customer to pay for services or equipment which are not regulated by the Arizona Corporation Commission.
d.
e. Disputed bills where the customer has complied with the Arizona Corporation Commission's rules on complaints.
f. 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.
g. Residential service may not be disconnected due to nonpayment of a bill related to another class of service.
h. Failure to pay for a bill to correct a billing error if the customer agrees to pay over a reasonable period of time.
i. Failure to pay the bill of another customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.

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RULE NO. 9

DISCONTINUANCE AND RESTORATION OF SERVICE (cont'd)

G. Termination of Service Without Notice

1. TCAST may disconnect a customer, without advance written notice, under the following conditions:

   a. 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.

   b. The Company has evidence of tampering or evidence of fraud.

   c. The Company shall not be required to restore service until the conditions which resulted in the termination have been corrected to the satisfaction of the Company.

   d. Each Company shall maintain a record of all terminations of service without notice. This record shall be maintained for a minimum of 1 year and shall be available for inspection by the Arizona Corporation Commission.

H. Timing of Terminations With Notice

1. TCAST shall be required to give at least 5 days advance written notice prior to the termination date.

2. Such notice shall be considered to be given to the customer when a copy thereof is left with the customer or posted first class in the United States mail, addressed to the customer's last known address.

3. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with TCAST for the payment thereof or in the case of a violation of TCAST's rules the customer has not satisfied TCAST that such violation has ceased, TCAST may then terminate service on or after the day specified in the notice without giving further notice.

4. TCAST may terminate service on a temporary basis by discontinuing the customer's line access at the central office.

5. TCAST shall have the right (but not the obligation) to remove any or all of its property installed on the customer's premises upon the termination of service.

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RULE NO. 10

OPTIONAL RATES AND INFORMATION

A. Optional Rates

1. Directory Assistance $1.25 per call

2. Taxes, Surcharges and Fees

   TCAST shall participate in and contribute to an intrastate Universal Service Fund, as required by the Arizona Corporation Commission. Contributing to an intrastate universal service fund shall assure the continued availability of basic telephone service at reasonable rates.

   In addition, TCAST will assess all applicable Federal, State and local taxes.

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RULE NO. 11

TEMPORARY SERVICE

1. Applicants for temporary service may be required to pay TCAST, in advance of service establishment, the funds provided under the terms of a construction agreement or the cost of installing and removing the facilities necessary for furnishing the desired service.

2. Where the duration of service is to be less than 1 month, the applicant may also be required to advance a sum of money equal to the estimated bill for service.

3. If at any time the character of a temporary customer's operations changes so that in the opinion of the Company the customer is classified as permanent, the terms of the Company's construction agreement or tariff shall apply.

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RULE NO. 12

SERVICE INTERRUPTIONS

A. Service Interruptions

Each telecommunications company shall make reasonable efforts to reestablish service within the shortest possible time when service interruptions occur. TCAST shall issue instructions to its employees covering procedures to be followed in the event of any emergency, including national emergencies or local disasters, in order to prevent or mitigate interruption or impairment of service. The Commission shall be notified of major interruptions in service affecting the entire system or any major division.

When TCAST plans to interrupt service to perform necessary repairs or maintenance, TCAST shall attempt to inform affected customers at least twenty-four (24) hours in advance of the scheduled date and estimated duration of the service interruption. Such repairs shall be completed in the shortest possible time to minimize the inconvenience to the customers.

B. Credit Allowances for Service Interruptions

No credit allowance will be made for interruptions due to:

1. Failure of facilities provided by the customer or an authorized user.
2. Periodic maintenance performed by the Company.
3. Additions or changes to the service ordered by the customer.
4. Cooperative testing, except where trouble or fault is found in Company-provided facilities.
5. Any other act or failure to act by the customer, customer's employees, agents or contractor, or authorized user.

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RULE NO. 12

SERVICE INTERRUPTIONS (cont'd)

C. Credit Allowance

1. When service is interrupted due to causes other than those listed above, credit allowances will be made for an interruption of service.

2. The customer will be credited for interruptions after service has been interrupted for twenty-four (24) contiguous hours or more. Such credit will be based upon the customer's average usage as exhibited in the customer's previous two (2) month's billing, calculated on the basis of a thirty (30) day month and twenty-four (24) hours day.

   a. No credit will be given for interruptions less than twenty (24) hours.

   b. The time period for determining when service has been interrupted begins when the customer notifies TCAST, and ends when TCAST resolves the problem causing the interruption.

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