

Time Warner Cable Information Services (California), LLC
d/b/a Time Warner Cable
60 Columbus Circle
New York, NY 10023
CPUC Utility No. U-6874-C

Schedule Cal. P.U.C. No. 6-T
Original Cal. P.U.C. Title Page

COMPETITIVE LOCAL CARRIER

Tariff Schedule Applicable to
CPUC Utility No. U-6874-C

COMPETITIVE LOCAL CARRIER SERVICES

of

Time Warner Cable Information Services (California), LLC
d/b/a Time Warner Cable
60 Columbus Circle
New York, NY 10023

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of services and facilities provided by Time Warner Cable Information Services (California), LLC, d/b/a Time Warner Cable.

COMPETITIVE LOCAL CARRIER

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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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22	1 st Revised	*	54	Original	90	Original
23	1 st Revised	*	55	Original	91	Original
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25	1 st Revised		57	Original		
26	1 st Revised		58	Original		
			59	Original		
			60	Original		

* - indicates those pages included with this filing

COMPETITIVE LOCAL CARRIER

TARIFF FORMAT

- A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. 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 14.1.
- B. Page Revision Numbers – 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 with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., that the Commission follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets – When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the 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 the symbols given on the symbols page. There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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COMPETITIVE LOCAL CARRIER

PRELIMINARY STATEMENT

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Services offered by the Company to Customers within the state of California. Services are furnished for the use of End Users and will be provided where Company facilities are available.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange, intraLATA and interexchange service.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by Time Warner Cable Information Services (California), LLC d/b/a Time Warner Cable to Customers within the State of California.

AVAILABILITY OF THE COMPANY'S TARIFF

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at: 60 Columbus Circle, New York, NY 10023 or at the Company's website at www.timewarnercable.com. In addition a copy may be inspected at the California Public Utilities Commission located at: 505 Van Ness Avenue, San Francisco, California 94102.

COMPETITIVE LOCAL CARRIER

EXPLANATION OF SYMBOLS

- (C) - To signify changed listing, rule, or condition which may affect rates or charges.
- (D) - To signify discontinued material, including listing, rate, rule or condition.
- (I) - To signify increase.
- (L) - To signify material relocated from or to another part of the 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 a change in wording of text but not change in rate, rule or condition.

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COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company provides competitive local exchange service in California within the service territories of AT&T California and Verizon California, Inc. The Company concurs in and hereby incorporates by this reference all current and effective service territory and local exchange boundary maps filed with the California Public Utilities Commission by AT&T California, Verizon California, Inc. and Frontier Telephone.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES

Schedule 1: Voice Service

A. General

1. Description

Voice Service provides a connection to the Company's network which enables the Customer to:

- a. place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's Voice Service and on the public switched telephone network;
- b. access the Company's intrastate, interstate and international Voice Service;
- c. access the operator service and business office for Service related assistance, access toll-free telecommunications services such as 800 toll-free calling, and access E-911 service for emergency calling; and
- d. originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls.

Voice Service is not supported by a Customer premises back-up power source, and if electrical power and/or Time Warner Cable's cable modem and/or cable television service are not operating, the Voice Service, including the ability to access emergency 911 services, will not be available.

2. The provision of Voice Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this tariff.
3. Home Phone customers are not required to purchase other Time Warner Cable high speed Internet, cable television or other non-phone services, although discounts may apply when customers purchase service packages.
4. Company shall provide customer service in any language in which it markets Home Phone to Customers.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service

1. Service Descriptions

- a. Home Phone Unlimited Nationwide** (C)

This package allows for unlimited local, intrastate and interstate toll calling for a flat monthly rate. International toll calling is available at an additional rate per minute basis.* Discounts apply to Customers subscribing to other applicable Company Services. All Custom Calling Features in Section B.4 of this Schedule are included at no additional charge. (T)

- b. Home Phone Unlimited CA** (C)

This service allows for unlimited local and intrastate calling. Interstate and international toll calling is available at an additional rate per minute basis.* All Custom Calling Features in Section B.4 of this Schedule are included at no additional charge. (T)

- c. Home Phone Local** (C)

This package allows unlimited local calling. Intrastate, interstate and international calling is available on an additional rate per minute basis.* All Custom Calling Features in Section B.4 of this Schedule are included at no additional charge. (T)

- d. California LifeLine Services

Rates and terms applicable to California LifeLine Service are as set forth in Schedule 2 herein.

* Interstate and International toll calling rates and plans may be found at www.timewarnercable.com.

** The Company's Home Phone Unlimited Nationwide, Home Phone Unlimited CA and Home Phone Local Voice Service products are unavailable to new Customers. A Customer currently subscribed to the Company's Home Phone Unlimited Nationwide, Home Phone Unlimited CA or Home Phone Local Voice may continue to receive the Service (*i.e.*, is "grandfathered") until Cancellation of Service or Termination of Service or otherwise as described pursuant to a notice of planned Service discontinuation provided by the Company to the User and to the CPUC. (N)

COMPETITIVE LOCAL CARRIER

1.0 – RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service

1. Service Descriptions (Cont'd.)

e. Basic Service Local

Basic Service Local provides a voice-grade service connection allowing unlimited calling within a subscriber's local calling area in addition to the following service elements: equal access to interexchange carriers, access to 911/Enhanced 911 service, one free white page directory listing, access to directory services, access to Toll-Free services, access to California Telephone Relay Service and access to operator services. Intrastate, interstate and international calling are available on an additional rate per minute basis. Basic Service Local may be offered as a stand-alone service or bundled with video and/or internet services.

(N)

f. Spectrum Voice

Spectrum Voice allows unlimited local calling (Basic Service) and unlimited long distance calling minutes to intrastate, interstate and certain international locations. Included in Spectrum Voice are the following calling features: Call Forwarding, Anonymous Call Reject, Block Caller ID, Inbound/Outbound Call Restriction Options, Caller ID, Call Trace, Call Waiting, Call Waiting with Caller ID, Speed Dial and 3-Way Calling. Also included is Directory Assistance, Private Number Service (Listing) and Voicemail. The Spectrum Voice calling plan may be offered as a stand-alone service or with video and/or internet services.

(N)

COMPETITIVE LOCAL CARRIER

1.0 – RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service (Cont'd.)

2. Monthly Recurring Rates

a. Home Phone Unlimited Nationwide**

(C)

(1) Customers who do not subscribe to other Time Warner Cable services.

Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
\$44.99	\$49.95	\$49.99

(2) Home Phone Unlimited Nationwide – Second line

Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
\$29.95	\$29.95	\$29.99

** The Company’s Home Phone Unlimited Nationwide, Home Phone Unlimited CA and Home Phone Local Voice Service products are unavailable to new Customers. A Customer currently subscribed to one of these Services may continue to receive the Service (*i.e.*, is “grandfathered”) until Cancellation of Service or Termination of Service or otherwise as described pursuant to a notice of planned Service discontinuation provided by the Company to the User and to the CPUC.

(N)
|
|
|
(N)

COMPETITIVE LOCAL CARRIER

1.0 – RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service (Cont'd.)

2. Monthly Recurring Rates (Cont'd.)

b. Home Phone Unlimited CA**

(C)

(1) Customers who do not subscribe to other Time Warner Cable services.

Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
\$34.99	\$39.95	\$39.99

(2) Home Phone Unlimited CA – Second line

Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
\$24.95	\$24.95	\$29.99

** The Company’s Home Phone Unlimited Nationwide, Home Phone Unlimited CA and Home Phone Local Voice Service products are unavailable to new Customers. A Customer currently subscribed to one of these Services may continue to receive the Service (*i.e.*, is “grandfathered”) until Cancellation of Service or Termination of Service or otherwise as described pursuant to a notice of planned Service discontinuation provided by the Company to the User and to the CPUC. (N)

COMPETITIVE LOCAL CARRIER

1.0 – RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service (Cont'd.)

2. Monthly Recurring Rates (Cont'd.)

c. Home Phone Local**

(C)

(1) Customers who do not subscribe to other Time Warner Cable services.

(a) Home Phone Local – First Line.

Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
\$24.99	\$24.99	\$29.99

(b) Home Phone Local – Second line

Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
\$19.99	\$19.99	\$19.99

(c) Intrastate Usage

Rate per minute: \$0.07

** The Company’s Home Phone Unlimited Nationwide, Home Phone Unlimited CA and Home Phone Local Voice Service products are unavailable to new Customers. A Customer currently subscribed to one of these Services may continue to receive the Service (*i.e.*, is “grandfathered”) until Cancellation of Service or Termination of Service or otherwise as described pursuant to a notice of planned Service discontinuation provided by the Company to the User and to the CPUC. (N)

COMPETITIVE LOCAL CARRIER

1.0 – RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service (Cont'd.)

3. Installation Charges

a. Installation charges for Basic Service Local and Spectrum Voice

\$49.99 (up to two lines)

(N) (D)
| |
(N) |
| |
| |
(D)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service (Cont'd.)

4. Custom Calling Features

a. Call Waiting

When a Customer is making a Call, a short spurt of tone signals the Customer that an incoming call is waiting. The tone is heard only by the Call Waiting Customer, while the incoming caller hears a regular ringing signal. Flashing the switchhook holds the first call while the second is answered

b. Caller ID

Allows a Caller ID display unit to display the name and number of incoming calls.

c. Call Waiting with Caller ID

When a Customer is talking on the telephone, allows a Caller ID display unit to display the number of an incoming call. A Customer-provided visual display unit is required to interact with this feature.

d. Caller ID – Block Per Line

Allows the Customer to prevent delivery of their telephone number on all outgoing calls. This feature will be in operation on a continuous basis unless *82 is dialed to unblock before a call is placed. This feature may not operate when calling toll free and abbreviated telephone numbers (e.g., 211, 311, 911).

e. Caller ID – Block Per Call

Allows the Customer to prevent delivery, on a per call basis, of their telephone number on an outgoing call to another party who subscribes to Caller ID. This service is accessed by dialing *67. This feature may not operate when calling toll free and abbreviated telephone numbers (e.g., 211, 311, 911).

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 1: Voice Service (Cont'd.)

B. Residential Voice Service (Cont'd.)

4. Custom Calling Features (Cont'd.)

f. Call Trace

Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by company's name or (2) the capability to utilize Call Trace on a per activation basis, as needed. If a trace is successful, the Company's equipment will record the originating telephone number, and the date and time of the call. The results of the trace will be disclosed to a law enforcement agency. Call Trace is available where facilities permit.

g. Anonymous Call Reject

Blocks unwanted calls from callers who restrict sending caller ID information.

h. Call Forward

Allows all calls to be forwarded to a specific phone number (excluding international terminations).

i. Three-Way Calling

Allows a User to add a third party or a second call to an existing two party call.

j. Speed Dial

Provides single digit dialing for up to 8 numbers stored.

k. Inbound/Outbound Call Restriction Options

Restricts inbound calls, and allows the Customer to opt to disallow certain outbound calls: International, 900, both international +900/976, all chargeable calls such as 411, 900, international, operator assisted and directory assistance.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service

A. Description

California LifeLine Service is a California Universal Service Program that provides discounts on basic residential telephone service to eligible low-income households pursuant to the Moore Universal Telephone Service Act and General Order 153 and Resolution T-17366.

California LifeLine Service ("LifeLine") will be offered by the Company to residential Customers. LifeLine Service includes service elements as currently outlined in Appendix A-1 of D.14-01-036 and as may be modified in the future. Company shall provide customer service in any language in which it markets Home Phone to Customers.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations

1. The following criteria for eligibility apply to LifeLine:

- a. The residence premises at which the service is requested is the applicant's principal place of residence. An applicant may report only one address in the state as his/her principal place of residence.

The residence premises household (dwelling unit) shall consist of that portion of an individual house, building, flat or apartment occupied entirely by a single Household.

A room or portion of a residence premises occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of LifeLine.

- b. A Customer shall be eligible to receive two LifeLine lines if: (i) the Customer meets all California LifeLine eligibility criteria set forth above; (ii) a member of the Customer's Household is disabled and has immediate and continuous access within the Household to a TTY; and (iii) the TTY is issued by DDTP or a medical certificate indicating the Household member's need for a TTY is submitted.
- c. The Customer must provide his or her date of birth and the last four digits of his or her social security number, or the Customer's Tribal Identification number, if the Customer is a member of a Tribal nation and does not have a social security number.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

1. The following criteria for eligibility apply for LifeLine: (Cont'd.)

d. Consumers may qualify for participation in the LifeLine program by meeting either the Program-Based Criterion or the Income Based Criterion.

(1) Program-Based Criterion

Approved qualifying programs may be found at:

<http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/ults.htm>

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

1. The following criteria for eligibility apply to LifeLine: (Cont'd.)

d. Consumers may qualify for participation in the LifeLine program by meeting either the Program-Based Criterion or the Income Based Criterion (Cont'd.)

(2) Income-Based Criterion

(a) For the fiscal year for which the service is provided, based on current household income, the applicant's total household income does not exceed the LifeLine income limits as published on the Commission's website at <http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/LifeLinedetails.htm>.

(b) The Customer must provide documentation substantiating his/her household income. Acceptable documents are:

- Prior year's state, federal or tribal tax return
- Current income statement from an employer or paycheck stub for three consecutive months worth of the same type of statements within the last 12 months
- Statement of benefits from Social Security, Veterans Administration
- Statement of Benefits from retirement/pension, Unemployment/Workmen's Compensation
- A divorce decree
- Child support documents
- Other official documents

e. No person who is claimed as a dependent on another person's income tax return shall be eligible for California LifeLine

f. The applicant's eligibility is subject to verification by the CPUC and/or the California LifeLine Administrator.

g. The California LifeLine Administrator determines the eligibility of the Applicant and conducts the enrollment process as designated by the CPUC.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application

a. Initial Application

Each Customer enrolling in the LifeLine program is subject to the application process described below. Applications may be submitted via an online process or paper process.

- (1) Applicants have the option of enrolling in California LifeLine under either:
 - (i) the program-based criterion, or (ii) the income-based criterion.
 - (a) If the Customer has a Household member currently enrolled in any of the means-tested programs listed in Section B.1 of this Schedule, the Customer should enroll under the program-based criterion and complete the "Program-Based" section of the Application form.
 - (b) If the Customer does not have a household member currently enrolled in any of the means-tested programs listed in Section B.1 above, the Customer *must* enroll under the income-based criterion and complete "Income-Based" section of the Application form
- (2) The Application form that a Customer chooses to file shall be signed by the Customer whose name appears on the utility's account, the Customer's legal guardian or a person operating pursuant to a power of attorney for such Customer. By signing the form, the Customer is self-certifying, under penalty of perjury, that the information contained in the completed form and submitted documents, if any, are true and correct.
- (3) The completed Application form and supporting documents, if any, must be returned by the Customer to the California LifeLine Administrator.
- (4) Any Customer who fails to return the form or otherwise qualify for LifeLine as specified on the Application form by the deadline date shall have their application rejected.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application (Cont'd.)

a. Initial Application (Cont'd.)

(5) A Customer changing his/her California LifeLine Service provider shall not be required to undergo the Application process, provided that the Customer initiates California LifeLine Service with his/her new California LifeLine Service provider within 30 days of disconnecting California LifeLine Service with the previous California LifeLine provider and the Customer maintains eligibility in all other respects. If a Customer changes his or her principal place of residence, while maintaining eligibility in all other respects, the Customer shall not be required to go through the Application process again.

(6) Upon successful completion of the application process, the Customer's basic service will be converted to LifeLine service and the Customer's account credited the difference between LifeLine rates and charges and regular tariff rates and charges and any deposits related to basic service, as of the LifeLine Application date. Customers with a credit balance of at least \$10.00 may request a refund check in the amount of the credit balance reflected on their next bill.

(L)

Some material previously found on this page is now found on Original Page 21.4

(L)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application (Cont'd.)

b. Service Limitations

Beginning June 1, 2017, the California LifeLine Program (California LifeLine) has a new limitation on consumers requesting the California LifeLine discounts for phone services.

60 Day Freeze for Transferring the California LifeLine Discounts (also called Discount Transfer Freeze) for Phone Services Once the California LifeLine Administrator approves the applicant's eligibility to receive the California LifeLine discounts, the California LifeLine participant has to keep the California LifeLine discounts with the same phone company for 60 days. The 60-day clock begins when the California LifeLine discounts start. After staying with the same phone company for 60 days, the California LifeLine participant may choose to remain with the same phone company or to change to a different phone company while keeping the California LifeLine discounts. This requirement means that the California LifeLine participant can only transfer the California LifeLine discounts to a different phone company once every 60 days. Transferring the California LifeLine discounts to a different phone company restarts the 60-day clock.

The California LifeLine participant MAY cancel phone service or switch phone companies at any time. However, if the California LifeLine participant is still within the 60-day clock and cancels the phone service or switches phone companies, then the California LifeLine participant will stop receiving the California LifeLine discounts.

(N)

(N)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application (Cont'd.)

b. Service Limitations (Cont'd.)

(N)

However, there are ways to transfer the California LifeLine discounts to a different phone company sooner, which are as follows:

1. the California LifeLine participant moves to a new address
2. the phone company no longer offers phone service or otherwise fails to provide phone service
3. the phone company charged late fees greater than the monthly out of pocket cost for the phone service
4. the phone company was found in violation of either the California LifeLine Program's, the California Public Utilities Commission's, or the Federal Communications Commission's rules and that rule violation impacted the California LifeLine participant.

How to Transfer the California LifeLine Discounts Before the 60-Day Clock Ends When the Phone Company Fails to Provide the California LifeLine Discounted Phone Service

A California LifeLine participant is entitled to a voice-grade connection. If the California LifeLine participant is experiencing a service failure, the California LifeLine participant should immediately inform the phone company of the service failure so the phone company can try and resolve the service failure. If the phone company does not resolve the service failure, the California LifeLine participant can request an exception to the discount transfer freeze due to a service failure (also called a service failure exception). Before requesting a service failure exception, the California LifeLine participant should immediately inform the phone company of the service failure.

(N)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application (Cont'd.)

b. Service Limitations (Cont'd.)

Examples of what would NOT constitute as a failure to provide home phone service:

- a) The California LifeLine participant's dissatisfaction with the feature(s) of the service, the service rate(s), or the quality of customer service.
- b) The California LifeLine participant's confusion about the phone service plan.

A California LifeLine participant can contact the California LifeLine Administrator by phone 877-858-7463 or going to Check Your Status at www.californialifeline.com to request a service failure exception to the discount transfer freeze. The California LifeLine Administrator will then determine whether it is appropriate to start the exception process. If the California LifeLine Administrator grants the exception order, the California LifeLine participant can transfer the California LifeLine discounts to a different phone company prior to the discount transfer freeze ending.

A California LifeLine participant MUST DO these 4 things for the California LifeLine Administrator to grant the exception order:

- 1. give the existing phone company an opportunity to resolve the service failure
- 2. order a service failure exception from the California LifeLine Administrator
- 3. after the phone company's opportunity lapses to resolve the service failure, confirm that the service failure still exists – a California LifeLine participant has 1 week to submit this confirmation
- 4. contact a different phone company and ask to receive phone service with the California LifeLine discounts; the preferred phone company will submit the transfer request on the California LifeLine participant's behalf to the California LifeLine Administrator.

(N)

(N)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application (Cont'd.)

c. Annual Renewal Process

(T) (L)

To remain in LifeLine, each LifeLine Customer is subject to the annual Renewal Process described below:

(1) At renewal, the Customer has the option of qualifying his or her continued eligibility under either: (i) the program-based criterion, or (ii) the income-based criterion.

(a) If the Customer has a Household member currently enrolled in any of the means-tested programs listed in Section B.1 of this rule, the Customer should continue his/her LifeLine enrollment under the program-based criterion and complete the "Program-Based" section of the Renewal Form.

(L)

Material now found on this page was previously found on Original Page 21

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application (Cont'd.)

c. Annual Renewal Process (Cont'd.)

(T)

(1) (Cont'd.)

(b) If the Customer does not have a Household member currently enrolled in any of the means-tested programs listed in Section Section.B.1, the Customer *must* continue his/her LifeLine enrollment under the "Income-Based" section of the Renewal Form. (T)

(2) The Renewal Form shall be signed by the Customer whose name appears on the utility's account, the Customer's legal guardian or a person operating pursuant to a power of attorney for such Customer. By signing the form, the Customer is self-certifying, under penalty of perjury that the information contained in the completed form and all submitted documents, if any, are true and correct.

(3) The completed Renewal Form and all supporting documents, if any, must be returned by the Customer to the California LifeLine Administrator.

(4) Any Customer who fails to qualify for the continued eligibility to LifeLine shall be removed from the LifeLine program. Upon notification from the California LifeLine Administrator the Company will convert the Customer to regular residential service starting with the denial date provided by the California LifeLine Administrator.

(5) Customers who wish to re-establish LifeLine service after removal from the program will be treated as a new Customer, subject to enrollment pursuant to Section B.2.a and a conversion charge. The LifeLine discount will not be applied retroactively to the date of removal.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

2. Application (Cont'd.)

d. Recipients of LifeLine must notify the Company of any changes that cause the LifeLine Customer to no longer qualify for LifeLine or a second LifeLine line. Upon receipt of the notification, the Company will change the service to the regular tariffed rates for the service furnished. No charge will be applicable for this change in service. The Company may request a deposit, if applicable. (T)

e. The Commission or the Commission's agents may audit and verify a Customer's eligibility to participate in the LifeLine program. (T)

(1) Any LifeLine Customer who is found to be ineligible to participate in the LifeLine program shall be removed from the LifeLine program.

(2) Upon notification from the Commission or the Commission's agent, the Company shall change the ineligible Customer's LifeLine to regular tariffed rates and charges for the services furnished. Such notification shall specify the effective date of the change. No service conversion charges shall be billed to the Customer for this change in service. The utility may require service deposits, if applicable.

3. Additional service and equipment are not included in the LifeLine rate, but will be provided to LifeLine Customers at applicable tariffed rates.

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

B. Regulations (Cont'd.)

4. Deposits

a. Establishment of Credit - LifeLine Residence Applicants

The Company will not collect deposits for LifeLine Service.

5. The LifeLine Service Connection Charge is applicable to each eligible Household residing at the same principal place of residence and may be applicable any time a subscriber (i) establishes a new telephone connection (ii) re-establishes LifeLine at the same principal place of residence at which LifeLine was previously provided, (iii) establishes LifeLine at a new principal place of residence, or (iv) switches LifeLine from one LifeLine Service provider to another.

Installation of a second and subsequent telephone service connection shall be subject to the Company's Service Connection Charge at regular rates, except that Customers with a disabled Household member may qualify for LifeLine Service Connection Charges on two residential telephone connections.

6. The Company shall offer LifeLine Customers the option of paying the LifeLine Service Connection Charge in equal monthly installments with no interest for a period not to exceed 12 months.
7. LifeLine Customers shall not be charged for the Federal End User Common Line (EUCL) charge, also known as the Subscriber Line Charge (SLC).
8. LifeLine Customers shall not be charged for Toll Limitation Service, including, but not limited to, Toll Blocking or Toll Control.
9. The Company may require that up to one (1) month's recurring LifeLine service charges be prepaid, additional usage charges will be billed on a postpaid basis.
10. Regulations not found herein are as set forth in other sections of this Tariff.
11. The Customer account will be billed the regular tariff rates for service prior to approval of the LifeLine Application. Upon approval of the LifeLine Application the Customer account will be credited the difference between LifeLine rates and regular tariff rates as detailed in Section B.2.a (6) of this Schedule. The credit will extend back to the initial customer 'application date'

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

C. Rates

All monthly rates will be rounded to the next lower one cent (\$0.01).

1. Service Connection Charge* (C)**

Service installation or conversion of a primary access line for qualified LifeLine Customers will be charged at the rate below, subject to limitations as set forth in this Schedule.

Installation: \$10.00

2. LifeLine Flat Rate Service

a. Home Phone Local* (C)**

This package allows unlimited local calling. Intrastate, interstate and international calling is available on an additional rate per minute basis.* All Custom Calling Features are included at no additional charge.

(1) First Line.

	Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
Flat Rate Service	\$24.99	\$24.99	\$29.99
Federal Lifeline Basic Support Level	9.25	9.25	9.25
CA Specific Support Credit	8.90	8.90	12.65
Carrier Credit	0.00	0.00	1.25
California Lifeline Flat Rate Service	6.84	6.84	6.84

(2) Second Line

	Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
Flat Rate Service	\$19.99	\$19.99	\$19.99
Federal Lifeline Basic Support Level	0.00	0.00	0.00
CA Specific Support Credit	12.65	12.65	12.65
Carrier Credit	0.40	0.40	0.40
California Lifeline Flat Rate Service	6.84	6.84	6.84

(3) Intrastate Usage

Rate per minute: \$0.07

* Interstate and International toll calling rates and plans may be found at www.timewarnercable.com.

*** A California Lifeline Service Customer currently subscribed to a grandfathered Home Phone Unlimited Nationwide, Home Phone Unlimited CA or Home Phone Local Voice Service plan listed in Schedule 1 of this tariff may, subject to eligibility regulations described herein (Schedule 2, Section B), continue to receive the California Lifeline Service Rate until Cancellation of the grandfathered Voice Service enumerated above or Termination of Service or otherwise as described pursuant to a notice of planned Service discontinuation provided by the Company to the Customer and to the CPUC.

(D)
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(N)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

C. Rates (Cont'd.)

2. LifeLine Flat Rate Service (Cont'd.)

b. Home Phone Unlimited CA***

(C)

This service allows for unlimited local and intrastate calling. Interstate and international toll calling is available at an additional rate per minute basis.* All Custom Calling Features are included at no additional charge.

(1) First Line.

	Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
Flat Rate Service	\$34.99	\$39.95	\$39.99
Federal Lifeline Basic Support Level	9.25	9.25	9.25
CA Specific Support Credit	8.90	8.90	12.65
Carrier Credit	0.00	0.00	1.25
California Lifeline Flat Rate Service	16.84	21.80	16.54

(2) Second Line

	Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
Flat Rate Service	\$24.95	\$24.95	\$29.99
Federal Lifeline Basic Support Level	0.00	0.00	0.00
CA Specific Support Credit	12.65	12.65	12.65
Carrier Credit	0.40	0.40	0.40
California Lifeline Flat Rate Service	11.90	11.90	16.94

* Interstate and International toll calling rates and plans may be found at www.timewarnercable.com.

*** A California Lifeline Service Customer currently subscribed to a grandfathered Home Phone Unlimited Nationwide, Home Phone Unlimited CA or Home Phone Local Voice Service plan listed in Schedule 1 of this tariff may, subject to eligibility regulations described herein (Schedule 2, Section B), continue to receive the California Lifeline Service Rate until Cancellation of the grandfathered Voice Service enumerated above or Termination of Service or otherwise as described pursuant to a notice of planned Service discontinuation provided by the Company to the Customer and to the CPUC.

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(N)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

C. Rates (Cont'd.)

2. LifeLine Flat Rate Service (Cont'd.)

c. Home Phone Unlimited Nationwide***

(C)

This package allows for unlimited local, intrastate and interstate toll calling for a flat monthly rate as a standalone service or as part of a packaged bundled with other services International toll calling is available at an additional rate per minute basis.* Discounts apply to Customers subscribing to other applicable Company Services. All Custom Calling Features are included at no additional charge

(1) First Line

	Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
Flat Rate Service	\$44.99	\$49.95	\$49.99
Federal Lifeline Basic Support Level	9.25	9.25	9.25
CA Specific Support Credit	8.90	8.90	12.65
Carrier Credit	0.00	0.00	1.25
California Lifeline Flat Rate Service	26.84	31.80	26.54

(2) Second Line

	Los Angeles Market	Barstow, Carlsbad, Desert Cities, and San Diego	El Centro
Flat Rate Service	\$29.95	\$29.95	\$29.99
Federal Lifeline Basic Support Level	0.00	0.00	0.00
CA Specific Support Credit	12.65	12.65	12.65
Carrier Credit	0.40	0.40	0.40
California Lifeline Flat Rate Service	16.90	16.90	16.94

* Interstate and International toll calling rates and plans may be found at www.timewarnercable.com.

*** A California Lifeline Service Customer currently subscribed to a grandfathered Home Phone Unlimited Nationwide, Home Phone Unlimited CA or Home Phone Local Voice Service plan listed in Schedule 1 of this tariff may, subject to eligibility regulations described herein (Schedule 2, Section B), continue to receive the California Lifeline Service Rate until Cancellation of the grandfathered Voice Service enumerated above or Termination of Service or otherwise as described pursuant to a notice of planned Service discontinuation provided by the Company to the Customer and to the CPUC.

(D)
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(N)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

C. Rates (Cont'd.)

2. LifeLine Flat Rate Service (Cont'd.)

d. Basic Service Local

All monthly rates will be rounded to the next lower one cent (\$0.01). Service installation or conversion of a primary access line for qualified Lifeline Customers will be charged at the rate below, subject to limitations as set forth in this Schedule.

(1) Service Connection or Conversion Charge

Installation \$10.00

(2) Monthly Recurring Charge

(a) First Line

Service/Credit	Voice Only
Flat Rate Service	\$19.99
Federal Lifeline Basic Support Level	\$9.25
CA Specific Support Credit	\$3.90
California LifeLine Flat Rate Service	\$6.84

(b) Second Line (Applicable to eligible TTY hearing-impaired equipment users) – Same as first line.

(N)

(N)

COMPETITIVE LOCAL CARRIER

1.0 - RATE SCHEDULES (CONT'D.)

Schedule 2: California LifeLine Service (Cont'd.)

C. Rates (Cont'd.)

2. LifeLine Flat Rate Service (Cont'd.)

e. Spectrum Voice

Service Connection or Conversion Charge

Service installation or conversion of a primary access line for qualified Lifeline Customers will be charged at the rate below, subject to limitations as set forth in this Schedule.

(1) Service Connection or Conversion Charge

Installation \$10.00

(2) Monthly Recurring Charge – First Line

Service/Credit	Voice Only
Flat Rate Service	\$29.99
Federal Lifeline Basic Support Level	\$9.25
CA Specific Support Credit	\$3.90
California LifeLine Flat Rate Service	\$16.84

(3) Second Line (Applicable to eligible TTY hearing-impaired equipment users)

Service/Credit	Voice Only
Flat Rate Service	\$19.99
Federal Lifeline Basic Support Level	\$9.25
CA Specific Support Credit	\$3.90
California LifeLine Flat Rate Service	\$6.84

(N)

(N)

COMPETITIVE LOCAL CARRIER

2.0 - RULES

No. 1 Definitions

Account – Each separate service, or combined services, or each portion of a service, for which a separate bill is rendered. A Customer may have more than one account.

Applicant – An individual or concern making application to the Company for new or additional telephone service or installation of facilities or for moves or changes of existing service.

Application for Service – Request by an Applicant or Customer for new or additional service or facilities or a move, change or rearrangement of existing service or facilities.

Building – A non-mobile ground supported structure intended to give protection from the elements and usually enclosed by a system or essentially continuous exterior walls. A building may contain more than one premises. Carports, driveway, passageways, patios or similar connecting elements not intended for occupancy – covered or not – do not create a single building.

Building Owner – The owner of real property who occupies, leases or rents property for residential or commercial purposes, or the owner's authorized representative.

California Relay Service – A dual party relay system using communication assistants to connect deaf or severely hearing impaired person with persons of normal hearing.

Central Office – A Company's electromechanical or electronic switching office which provides a central office line to a customer by means of related switching office equipment. It also provides the switching equipment by which one central office line is switched to another. More than one central office may be located in the same building.

Central Office Line – A company-provided line from the central office to the Customer premises to furnish basic exchange service of the class, type and grade ordered by a Customer or Applicant.

Commission - California Public Utilities Commission.

Company - Refers to Time Warner Cable Information Services (California), LLC d/b/a Time Warner Cable.

Competitive Local Carrier – A Competitive Local Carrier is a common carrier that has been issued a Certificate of Public Convenience and Necessity (CPCN) to provide local exchange telecommunications service for a geographic area specified by such carrier.

COMPETITIVE LOCAL CARRIER

2.0 - RULES

No. 1 Definitions (Cont'd.)

Completed - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Continuous Property – Continuous Property is land which is (a) wholly owned by a single individual or entity, regardless of whether the owner leases all or a portion(s) of the property to another and (b) which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare or the property of another. There are three basic types of Continuous Properties: (a) Single-tenant commercial in which one owner or tenant occupies all buildings, (b) Mixed commercial and residential in which a mixture of business and residential uses exists, and (d) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis. Single-family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common do not constitute Continuous Property.

CPUC - The California Public Utilities Commission.

Customer - The person or other entity which orders Service and is responsible for payment of charges due in compliance with the Company's Tariff regulations. This term also includes a person who was a Customer of the Company within the past 30 days and who requests Service at the same or different location. For purposes of this Tariff, "Customer" shall refer to local, county, state or federal entities, and/or those persons or entities whose use of service is or is represented to be primarily or substantially of a professional, business, institutional, occupational or commercial nature and who subscribe, from the Company or some other entity, to more than four access lines or to a service or services with a capacity for providing in the aggregate at least 256 DS0 equivalents for the transmission of voice and/or data.

Customer-Provided Equipment (CPE) - Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication or power system.

Directory Listing – Essential information in the telephone directory whereby telephone users may ascertain the telephone number of a customer's telephone service.

Emergency – A situation which exists when serious sickness or public safety or necessity is involved.

End User - Any Customer or other person or entity that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

COMPETITIVE LOCAL CARRIER

2.0 - RULES

No. 1 Definitions (Cont'd.)

Equipment – Relays, apparatus, mechanical equipment, or other associated devices, and telephone instruments used as a part of or in connection with telephone service.

Exchange – A telephone system providing service within a specified area within which communications are considered exchange messages, except those messages, between toll points.

Exchange Service – A general term used for Basic Exchange service and other services which are identified in the tariff schedules as exchange service or exchange telephone service, as opposed to Private Line, Message Toll, and other special services.

Extension Line – An extension service without a Company provided telephone.

Extension Service – An exchange service connected in addition to a primary station set or working service point on the same service or line in connection with an authorized customer provided telephone or terminal equipment, and consisting of interior wire and standard jack or equivalent conforming to Part 68, Subpart F, of the FCC's Rules and Regulations.

Facilities – The elements of plant involved in providing a telecommunications service.

Flat Rate Service – Exchange service furnished for a fixed periodic charge.

Household - Any individual or group of individuals who are living together as one economic unit in the same residence.

Inside Wire – Refers to all non-system premises telephone wire. Inside wire includes the associated jacks on the customer's side of the Company's local loop demarcation point. Inside wire does not include customer premises equipment.

Installation – Company provided Inside Wire Installation Service. Placement of inside wire and jack(s), activation of inside wire and jack(s) and removal of inside wire and jack(s).

Installation Charge – A one-time charge made under certain conditions to cover all or a portion of the cost of installing telephone facilities and service offerings.

International – Service provided between points within the United States (including Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands) and foreign points.

COMPETITIVE LOCAL CARRIER

2.0 - RULES

No. 1 Definitions (Cont'd.)

Interstate – Service provided between points in California and any other state, the District of Columbia or United States territory or possession (excluding the Canal Zone).

Intrastate – Service provided between points within the State of California.

Late Payment Charge – A charge applicable to an unpaid balance not received at the Company or one of its authorized payment locations by the late payment date printed on the bill.

Local Calling – A completed call or telephonic communication between a calling station and any other station within the local service area of the calling station.

Local Loop Demarcation Point – The physical location that separates the responsibility for installation and repair of telecommunications facilities between the Company, building/property owner/landlord/agent, and the end-user customer. The local loop demarcation point is generally located at the first point of entry to a single or multi-story building and includes the main entrance facility. The Company is responsible for the installation and maintenance of its facilities up to and including those located at the Company's local loop demarcation point.

Local Service – An exchange service available in a particular exchange area for communication throughout that exchange area.

Local Service Area – An area within which are located the stations which customers may call at exchange rates, in accordance with the provisions of the tariff. The local service area may include the whole or a part of an exchange area, or parts of all of two or more exchange areas.

Modification – Any applicant/customer request for an alteration in an existing service which requires a new design, or a movement or physical alteration of facilities or equipment.

Move – A change of location of service or facilities within the customer's premises being served.

Nonrecurring Charge - A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

Other Common Carrier – The term "Other Common Carrier" denotes a Specialized Common Carrier, a Domestic or International Public Record Carrier or Domestic Satellite Carrier when not engaged in the business of providing public switched network telephone services.

Recurring Charge - The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 1 Definitions (Cont'd.)

Residence – For the purposes of the California High Cost Fund B (CHCF-B) a residence (dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or individual functioning as one domestic establishment.

Residential Service – Services furnished a customer at a residence or place of dwelling where the actual or obvious use is for domestic purposes.

Room – Space in a building surrounded by walls or closed partitions provided the opening between the top of such walls or closed partition and the ceiling is less than two feet.

Service - Any Telecommunications Service(s) provided by the Company under this Tariff.

Service Charge – A one-time charge that applies to an access line and services provided by the Company.

Station – A telephone or other terminal equipment connected to a Company telecommunications service at the customer premises which enables the customer to establish the communications connections and to effect communications through such connections.

Telephone – A unit of equipment consisting of a transmitter, receiver and associated apparatus.

Tenant – A person or entity paying rent to occupy or use real property owned by a landlord for residential or commercial purposes.

Terminal Equipment – Terminal equipment includes devices or apparatus and their associated wiring provided by a customer or authorized user that do not constitute a multiline terminating system and that where connected to the communication path of the telecommunications network are connected either electrically, acoustically or inductively. Terminal equipment includes telephones, data equipment and ancillary equipment.

Termination of Service - Discontinuance of both incoming and outgoing Service.

Toll Blocking - An optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 1 Definitions (Cont'd.)

Toll Control – An exchange service that prohibits the completion of billable toll calls.

Total Household Income - All revenues, from all members of a household, from whatever source derived, whether taxable or non-taxable, including, but not limited to: wages, salaries, interest, dividends, spousal support and child support, grants, gifts, allowances, stipends, public assistance payments, social security and pensions, rental income, income from self-employment and cash payments from other sources, and all employment-related, non-cash income.

User – A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

Voice Service - The provision to the Customer of access to the Company's network facilities and the public switched telephone network for the purpose of sending and receiving calls.

Voice Line - A network path capable of transmitting signals within the range of the service offering, e.g., a Voiceband transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the communications industry.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 2 Description of Service

A. Regulatory Compliance

Company will comply with all applicable billing and termination rules of the Commission, as set forth by the Commission.

B. Application of Tariff

1. This Tariff sets forth terms and conditions applicable to the furnishing of the service described herein offered by the Company within California. Service is furnished for the use of Users within California.
2. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
3. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
4. This Tariff applies only for the use of the Company's Services within California. This includes the use of the Company's network to complete an end-to-end call within California and to obtain access to the intrastate and interstate toll call services offered by the Company.
5. The provision of Local Exchange service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 2 Description of Service (Cont'd.)

C. Shortage of Equipment or Facilities

1. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.
2. The Company shall not be required to furnish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.

D. Terms and Conditions

1. Service may be provided on the basis of a minimum period of at least one month, 24 hours per day. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein.
2. Voice Service is dependent upon electrical power and, even with a Customer premises back up power source, if the electrical provider and/or Company's cable network or facilities are not operating, Voice Service, including the ability to access emergency 911 services, may not be available. The Company accepts no responsibility for Service outages due to the non-availability of electrical power.
3. The Company's Residential Services I Subscriber Agreement, Residential Services Terms of Service, Subscriber's Privacy Notice and California Privacy Rights information may be viewed at:

<http://help.twcable.com/policies.html>

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 3 Application for Service

A. Application

1. Customers may be required to enter into written service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.
2. If the application is made verbally, the Company will, within 10 days of initiating the service order, provide a written confirmation setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. Within 10 days of initiating service with a new Customer, the Company shall state in writing all material terms and conditions that affect what the Customer pays for the Service.
3. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 3 Application for Service (Cont'd.)

B. Cancellation of Service:

If a Customer cancels a service order or terminates Service before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Rule No. 11), the Customer agrees to pay to the Company:

1. Any nonrecurring charges as specified in this Tariff or as previously agreed to with the Customer in writing on an individual case basis; plus
2. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
3. Any recurring charges as specified in Rate Schedules 1.0 and 2.0 of this Tariff, as applicable, for the balance of the then-current term (*e.g.*, for the remainder of the month in which the cancellation occurred).

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 4 Special Information Required On Forms

A. Customer Bills

The Company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill;
6. If the Customer's bill contains charges for interLATA and interstate toll calling billed by the Company on behalf of an interexchange carrier authorized to provide those services, then the bill will include a toll-free number for service or billing inquiries;

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 4 Special Information Required On Forms (Cont'd.)

A. Customer Bills, (Cont'd.)

7. How to contact the Consumer Affairs Branch of the California Public Utilities Commission about a complaint.

8. Federal Surcharges

The Federal Universal Service Fee and the Federal Subscriber Line Charge are charges imposed by action of the Federal Communications Commission.

9. Tariff Information

Tariff information may be obtained by visiting:

http://help.twcable.com/twc_regulatory.html.

B. Deposit Receipts

1. Each deposit receipt shall contain the following provisions:

a. Deposits less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after discontinuance of service, or after 12 months of service, whichever comes first.

b. Deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

2. Interest on deposits

Interest on any deposit held for more than one (1) month will be paid at the rate of 7% per year, simple interest.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 5 Advance Payments, Deposits, and Guarantors

A. Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Service and facilities are furnished. The advance payment for residential Customers will not exceed an amount equal to one-twelfth the annual estimated recurring charges for the Service or facility. The amount for business Customers shall not exceed two and one-half month's estimated recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment for special construction will be credited to Customer's initial bill.

B. Deposits

1. The Company reserves the right to require a deposit as a condition to the initial provision of services or as a condition to the continued provision of services. Such deposit will not exceed an amount equal to two months' estimated usage and service charges, or such other amount as may be established by the Commission. If the minimum period of service for the requested facilities and service is more than one month, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.
2. The fact that a deposit has been made shall in no way relieve the applicant or Customer from complying with the tariff regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 5 Advance Payments, Deposits, and Guarantors (Cont'd.)

B. Deposits (Cont'd.)

3. Interest on Deposits

Deposits will accrue interest as specified by the Commission.

4. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

5. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 6 Notices and Communications

All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and/or first-class mail. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 7 Rendering and Payment of Bills

A. Payment

The Customer is responsible for the payment of all charges for facilities and Service furnished by the Company to the Customer and to all Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

B. Billing and Collection of Charges

1. Charges for facilities and service, other than usage charges, are due monthly in advance.
2. All Customer bills are due and payable on or before the due date provided on the bill. If any portion of the bill is not received by the Company by the due date, or if any portion of the payment is received in funds which are not immediately available, then a late payment penalty may be assessed by the Company and the Company may proceed with collection activities consistent with applicable law.
3. When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge.

Returned Check Charge, per occurrence \$25.00

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 7 Rendering and Payment of Bills (Cont'd.)

C. Late Payment Charges

1. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of \$4.75 at 37 days delinquent may be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
2. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 7 Rendering and Payment of Bills (Cont'd.)

D. Backbilling

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than three (3) prior to the mailing of the bill With the following exceptions: collect calls, credit card calls, third party billed calls, and "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

E. Taxes and Other Charges

1. Taxes

The Customer may be responsible for payment of any Federal, California or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permits, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2. Surcharges and Reimbursement Fee

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply certain CPUC mandated Public Program surcharge rates (excluding (1) Universal LifeLine Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; and (3) inter-utility sales to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Commission's website at:

<http://www.cpuc.ca.gov/puc/telco/consumer+information/surcharges.htm>.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 8 Disputed Bill Procedure

- A. If the Customer has a complaint, has a question about, or seeks to dispute charges on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill.
- B. The total amount of the disputed bill and all subsequent bills, must be paid by the "Due by" date shown on the bill. If the Customer's account becomes delinquent as described in Rule No. 7, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected.
- D. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
- E. The addresses of the CPUC is as follows:

California Public Utilities Commission
Consumer Affairs Branch
505 Van Ness Ave
San Francisco, CA 94102
1-415-703-1066
1-800-649-7570
TDD 1-800-229-6846
Email: consumer-affairs@cpuc.ca.gov

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 9 Discontinuance and Restoration of Service

(See also Rule No. 29 - Legal Requirements for Refusal or Discontinuance of Service) The Company is not a carrier of last resort. Service may be discontinued as noted below.

A. Suspension or Termination of Service for Nonpayment

1. If payment is not received within thirty (30) days of the due date, a disconnect notice will be sent to the Customer. The Company will provide the Customer with written notice via first class U.S. Mail stating the reason for discontinuance not less than seven (7) days prior to discontinuance.
2. Service may not be initially discontinued on any Saturday, Sunday, legal holiday, or any other day carrier service representatives are not available to serve Customers.

B. Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended or terminated for:

1. Nonpayment for Service for which a bill has not been rendered;
2. Nonpayment for Service which has not been rendered;
3. Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.
4. Local service may not be discontinued for nonpayment of Category III (fully competitive telecommunications services) or other unregulated competitive services.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 9 Discontinuance and Restoration of Service (Cont'd.)

C. Termination for Cause Other than Nonpayment

The Company may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

1. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or
2. If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or
3. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company; or
4. Company will make a reasonable effort to notify the Customer before such termination and will allow the Customer an appropriate opportunity to respond to such notice.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 9 Discontinuance and Restoration of Service (Cont'd.)

D. Prohibited, Unlawful or Improper Use of Facilities or Service

Prohibited, unlawful or improper use of the facilities or Service includes, but is not limited to:

1. The use of facilities or Service of the Company without payment of Tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
6. Fraud or permitting fraudulent use.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 9 Discontinuance and Restoration of Service (Cont'd.)

E. Abandonment or Unauthorized Use of Facilities

1. If Company determines that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.
2. Company may suspend or terminate service for abandonment or unauthorized use if the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer seven (7) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.
3. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:
 - a. No charge shall apply for the period during which Service has been terminated; and
 - b. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 9 Discontinuance and Restoration of Service (Cont'd.)

F. Change in Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

G. Emergency Termination of Service

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 10 Trial Service

The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 11 Continuity of Service

A. General

1. A Customer may request a credit to the Customer's account, if for reasons within the Company's reasonable control, there is a failure of Services which is not due to the negligence of the Customer, or to the failure of channels, wiring, equipment, facilities or power provided by the Customer. The credit may be prorated according to the period of such interruption or failure and will be provided on the next practicable bill for Customer's services.
2. No credit allowance will be made for:
 - a. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;
 - b. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
 - c. Interruptions due to the failure or malfunction of non-Company equipment;
 - d. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - e. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
 - f. Interruption of Service due to circumstances or causes beyond the control of the Company.
3. For the purposes of applying this provision, the word "interruption" shall mean the inability to complete incoming and outgoing calls due to equipment malfunction or human errors. "Interruption" does not include service difficulties such as slow dial tone, circuits busy or other network capacity shortages. The interruption allowance shall not apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 12 Extensions

Extension line service is not offered by the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 13 Customer Equipment and Channels

A. General

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

B. Station Equipment

1. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
2. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
3. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 13 Customer Equipment and Channels (Cont'd.)

C. Interconnection of Facilities

1. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
2. The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the tariff of the other communications carriers which are applicable to such connections.
3. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

D. Inspections

If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 14 Limitation of Liability

A. Indemnification and Limits on Liability

1. Except where the Commission, for good cause shown, determines otherwise, the Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
 - a. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
 - b. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
 - c. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;
 - d. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of Company-provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 14 Limitation of Liability (Cont'd.)

A. Indemnification and Limits on Liability (Cont'd.)

1. Cont'd

- e. Any infringement, breach or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- f. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section.
- g. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 14 Limitation of Liability (Cont'd.)

A. Indemnification and Limits on Liability (Cont'd.)

1. Cont'd

- h. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
- i. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- j. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- k. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
- l. Any non-completion of calls due to network busy conditions or network failures;
- m. Any calls not actually attempted to be completed during any period that Service is unavailable;
- n. Blockages by other providers of services on the public switched network
- o. Any damage to CPE resulting from use of that system with the Service; and
- p. Breach in the privacy or security of communications transmitted over the Company's facilities.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 14 Limitation of Liability (Cont'd.)

A. Indemnification and Limits on Liability (Cont'd.)

2. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.
3. The Company does not guarantee nor make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations.
4. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 14 Limitation of Liability (Cont'd.)

A. Indemnification and Limits on Liability (Cont'd.)

5. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
6. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
7. The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
8. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
9. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 15 Liability of the Company

A. General

1. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Rule No. 11.
2. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, error, degradation or failure to provide any Service, including the partial or complete inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
3. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 15 Liability of the Company (Cont'd.)

B. With respect to Emergency Number 911 Service:

1. The Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. The Company is not responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 16 Service Availability

A. Notification of Service-Affecting Activities

The Company may provide reasonable notification of planned activities that may result in a material interruption or degradation of Service. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Service. No specific advance notification period is applicable to all Service activities. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or damage to facilities or equipment, notification to the Customer may not be possible.

B. Provision of Equipment and Facilities

1. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
2. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
3. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 16 Service Availability (Cont'd.)

C. Provision of Equipment and Facilities (Cont'd.)

4. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.
5. The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
6. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - a. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
 - b. the reception of signals by Customer-Provided Equipment.

D. Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 17 Obligations of the Customer

A. General

1. The Customer shall be responsible for:

- a. The payment of all applicable charges pursuant to this Tariff;
- b. Damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- c. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
- d. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- e. Making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 17 Obligations of the Customer (Cont'd.)

B. Prohibited Activities and Uses

1. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
2. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
3. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

C. Claims

Notwithstanding Rules 14 and 15 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

1. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or
2. Any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 18 Use of Customer's Service By Others

A. Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer and End Users authorized by the Customer. Customers may not resell such Service to a third party for any form of compensation.

B. Relocation, Transfers and Assignments

1. Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited.
2. Transfer of all or a portion of the Voice Service or the Company's Equipment by Customer to any other person or entity, or to a new residence or other location, is prohibited. Customer expressly acknowledges that the address associated with an emergency 911 call is the authorized address where the Voice Service was originally provided and that movement of the voice-enabled cable modem from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will therefore be limited if the voice-enabled cable modem is moved from the original service location. Customers must contact Company to request the relocation of Service to a new service address.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 19 Special Construction and Special Arrangements

A. Special Construction and Non-Routine Maintenance

1. Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction, special arrangements and non-routine maintenance may be undertaken on a reasonable-efforts basis at the request of the Customer. Such special construction, special arrangements and non-routine maintenance may be performed outside the Company's regular business hours or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal tariff conditions. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customers' request, extends beyond regular business hours into time periods including, but not limited to weekends, holidays and/or nights, additional charges may apply.

B. Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- Nonrecurring charges;
- Recurring charges;
- Termination liabilities; or
- Combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

C. Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 20 Individual Case Basis Arrangements

Rates for Individual Case Basis (ICB) arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for services which vary from tariffed arrangements. Rates quoted in response to such requests may be different than those specified for such service in this Tariff. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 21 Qualification as Residential Usage

The Company provides Residential Voice Service for residential use only. The Company will determine whether the Customer's proposed use is residential based on the character of the use to be made of the Service. Service is intended for reasonable residential usage by residential Customers. Limitations may apply to an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive days, or usage that may be deemed to be business use. Service will not be provided where the proposed use will primarily or substantially consist of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the use will be considered residential if installed in a residence.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 22 Emergency Telephone Number Service (911 Service)

A. General

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

B. Multi-Line Telephone System ("MLTS") Access

The 911 Service network offers MLTS owners/operators/lessees ("Customers") the option to provide telephone station location information to the 911 Database used by 911 dispatchers. When an End User dials 911 from a Multi-Line Telephone System, the actual location of the End User may not always be accurately transmitted to the 911 dispatcher at the Public Safety Answering Point ("PSAP"), who may receive the location of the main number or the pilot number of a hunt group instead.

It is the Customer's responsibility to provide, and update if necessary, accurate Automatic Number Identification (ANI) and Automatic Location Identification (ALI) sub-address ("Station") information to the 911 database administrator. Once the Customer provides ANI and ALI sub-address information to the 911 database administrator, it is the responsibility of the Company to provide the location of the pilot number to the PSAP for 911 calls and, where technically and operationally feasible, the Company will deliver ANI to the PSAP at a Station level behind a Multi-Line Telephone System.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 23 Privacy

The Company shall not make available to any other person or corporation Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to private listing numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to LifeLine service with the California LifeLine Administrator ("CLA") for use in outreach programs directed towards low-income subscribers.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 23 Privacy (Cont'd.)

A. Section 2891

The following section shall apply if, and when the Company offers service to residential consumers.

1. The Company shall not make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:
 - a. The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of the person called, of the person calling and the telephone number from which the call was placed, subject to the restrictions in Section 2893, and also excluding billing information concerning the person calling which federal law or regulation requires the Company to provide to the person called.
 - b. The residential Customer's credit or other personal financial information, except when the Company is ordered by the CPUC to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the credit worthiness of new utility subscribers.
 - c. The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to the residential Customer.
 - d. Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 23 Privacy (Cont'd.)

A. Section 2891 (Cont'd.)

2. Any residential Customer who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (A) shall be informed by the Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.
3. Any residential Customer who has, pursuant to Paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.
4. Every violation of this Rule is grounds for civil suit by the aggrieved residential subscriber against the Company and its employees responsible for the violation.
5. For the purposes of this section, "access number" means a telex, teletext, facsimile, computer modem, or any other code which is used by a residential Customer of a telephone or telegraph corporation to direct a communications to another Customer of the same or another telephone or telegraph corporation.
6. The Company selling or licensing lists of residential Customers shall not include the telephone number of any Customer assigned an unlisted or nonpublished access number.
7. A Customer may waive all or part of the protection provided by this section through written notice to the Company.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 23 Privacy (Cont'd.)

B. Section 2893

1. Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.
2. There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.
3. The Company will notify its Customers that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.
4. Section 2893 does not apply to any of the following:
 - a. An identification service that is used within the same limited system, including, but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.
 - b. An identification service that is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number (911).
 - c. Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.
 - d. Any identification service provided in connection with any toll free (i.e. 800) or "900" access code telephone service until the Company develops the technical capability to comply with Paragraph (A) as determined by the CPUC.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 24 Private Listing Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such private listed telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of private listing information as set forth below.

A. Agencies Authorized to Receive Private Listing Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

1. Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
2. Prosecute violations of the criminal laws of the United States; or,
3. Enforce civil sanctions which are ancillary to criminal statutes; or,
4. Conduct investigations into matters involving the national security of the United States; or,
5. Protect federal or foreign officials; or,
6. Protect public health and safety; or,
7. Conduct emergency rescue operations.
8. Any public health agency of the State of California or of a city, county, or other local government.
9. County of city 911 projects.
10. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
11. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
12. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 24 Private Listing Service (Cont'd.)

B. Procedure for Release of Private Listing Information to Authorized Agencies

A telephone company shall only provide Private Listing information to persons within agencies who are either:

1. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,
2. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or,
3. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
4. Employees of a county or city 911 project when acting in an official capacity; or,
5. Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 24 Private Listing Service (Cont'd.)

B. Procedure for Release of Private Listing Information to Authorized Agencies (Cont'd.)

Private Listing information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that private listing information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, private listing information. The written request for the private listing information must be signed by the head of the agency or by a previously designated person and the request must state that the private listing information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

Private Listing information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that private listing information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, private listing information. The telephonic request for private listing information must be made by the head of the agency or by one of the previously designated persons.

The Private Listing information requested by telephone shall be provided by the company only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 24 Private Listing Service (Cont'd.)

C. Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's Private Listing information unless the Customer contacts the Company and specifically requests to know whether their Private Listing information has been released.

When a Customer inquires of the Company whether their Private Listing information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of Private Listing information, the Customer will receive no communication from the Company.

If the requesting agency certifies that disclosure to a Customer about the release of his or her Private Listing information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the Private Listing information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their private listing information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 24 Private Listing Service (Cont'd.)

D. Exception for Health Officers

No notification shall ever be made to a Customer that Private Listing information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

E. Release of Information to Interexchange Carriers

The Company will provide Private Listing information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

F. Retention of Records

All written documents pertaining to Private Listing service shall be retained by telephone companies for at least one year. When an agency requests that notice to the Customer be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

G. Unsolicited Telephone Efforts

The Company will not contact Private Listing residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 25 Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 91188, Case No. 4930, is quoted herein:

"Appendix B"

- A. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
- B. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- C. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber, the utility shall promptly restore such service.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 25 Legal Requirements for Refusal or Discontinuance of Service (Cont'd.)

"Appendix B" (Cont'd.)

- D. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
- E. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
- F. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 25 Legal Requirements for Refusal or Discontinuance of Service (Cont'd.)

"Appendix B" (Cont'd.)

- G. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- H. The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- I. The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 26 Blocking Access to 900 and 976 Information Services

The Company automatically blocks calls to 900 and 976 pay-per-call telephone information services. There is no charge for such call blocking. The Company will inform the Customer of this blocking feature at the time service is initially ordered.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 27 Demarcation Points

A. Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment, and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

B. Local Loop Demarcation Point

1. The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intra building network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

2. The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.
3. The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in Paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 27 Demarcation Points (Cont'd.)

B. Local Loop Demarcation Point (Cont'd.)

4. Exceptions:

- a. Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
- b. Disabled Services: The demarcation point is at the Company-provided terminal equipment. The Company's responsibility includes the equipment where the equipment has been provided by the Company.
- c. Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.
- d. If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
- e. Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- f. Carrier Points of Presence (POP): Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 27 Demarcation Points (Cont'd.)

C. INC Demarcation Point

1. The Intra building Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks, and Customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
2. The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
3. Where there is no intra building network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

D. Inside Wire Demarcation Point

1. The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
2. The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation, begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 27 Demarcation Points (Cont'd.)

E. Continuous Property

1. Continuous Property is land which is:

- a. wholly owned by a single individual or entity, regardless of whether the owner leases¹ all or a portion(s) of the property to another and
- b. which contains, or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare² or the property of another.

2. There are three basic types of Continuous Properties:

- a. Single-tenant commercial in which one owner or tenant occupies all building.
- b. Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.
- c. Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common³ do not constitute Continuous Property.

¹ The property retains its character as a Continuous Property regardless of whether the owner or a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums also are Continuous Property.

² A "public thoroughfare" is a street, road, or other means of passage across a property which is not subject to restrictions on ingress, egress, or boundaries.

³ Such as townhomes and homes in gated communities.

COMPETITIVE LOCAL CARRIER

2.0 - RULES (CONT'D.)

No. 27 Demarcation Points (Cont'd.)

E. Continuous Property (Cont'd.)

3. Continuous Property - Point of Demarcation

- a. For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
- b. It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer request and expense, provide INC.

4. Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.

5. The INC and Inside Wire Demarcation Points are located as described above.

6. At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under b. above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

Time Warner Cable Information Services (California), LLC
d/b/a Time Warner Cable
60 Columbus Circle
New York, NY 10023
CPUC Utility No. U-6874-C

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COMPETITIVE LOCAL CARRIER

3.0 – PROMOTIONS

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