

**NETWORK BILLING SYSTEMS, L.L.C.**

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Describing All Services Offered;  
and All Prices, Charges, Terms and Conditions  
Pertaining Thereto

The Definitions (Section 1) and Rules and Regulations (Section 3) are identical to the Definitions and Rules and Regulations provided by the Commission except as follows:

|                   |                                |
|-------------------|--------------------------------|
| Section 1         | Calling Card, Dedicated Access |
| Section 3.3.b.    | Application for Service        |
| Section 3.5.d.-e. | Payment and Billing            |
| Section 3.11      | Limitation of Liability        |

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By: Jonathan Kaufman

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### EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (K) To signify that material has been transferred to another sheet or place in the Price List
- (M) To signify that material has been **moved from** another Price List location
- (N) To signify a **new** rate, regulation condition or sheet
- (O) To signify no change\*.
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

\*The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

## SECTION 1 – DEFINITIONS

**Authorized User:** An end user authorized by the customer to use the service.

**Calling Card:** A card issued by Company containing such account number assigned to its customer which enables the charges for calls made to be properly billed on a prearranged bases.

**Collect Call:** A billing arrangement where a call is billed to the called station.

**Commission:** The Washington Utilities and Transportation Commission.

**Customer:** The person, firm, corporation or other entity which orders or uses service and, has agreed by signature or otherwise to honor the terms of the service herein, and is responsible for the payment of rates and charges for service to call customer locations and for compliance with price list regulations.

**Dedicated Access:** Nonswitched access between a customer's premises and the point of presence of the Company's underlying carrier.

**Measured Service:** The provision of intrastate long distance measured time communications telephone service to customers who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

**Operator Station:** A call that is completed with the assistance of an operator and billed to the calling party.

**Person-to-Person:** A call for which the person originating the call specifies to the operator a particular person, department or extension to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agreed to talk to another person.

**Third Party Billing:** Service option that allows a call to be billed to an account different from that of the calling or called party.

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## SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES

### 1. DESCRIPTION OF SERVICE

- a. **Dial Access Service** is a switched or dedicated access service, offering users outbound “1 plus” long distance telecommunications services from points originating and terminating in the State of Washington.

**800 Service** is a switched or dedicated access service, offering users inbound, toll free “800” number, long distance telecommunications services from points originating and terminating in the State of Washington. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned “800” number. The Customer pays for the call.

**Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free “800” number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Company’s Price Listed rates and appear on the Customer's monthly long-distance bill.

**Directory Assistance** is provided as an ancillary service exclusively to customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”.

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**SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES, Continued**

**1. DESCRIPTION OF SERVICE, Continued**

- b. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The Company does not bill for incomplete calls.
- c. The minimum call duration for billing purposes for all services except calling card service is eighteen (18) seconds with six (6) second billing increments thereafter. Minimum call duration for calling cards is thirty (30) seconds with six (6) second billing increments thereafter.
- d. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

**2. LOCATION OF SERVICE**

- a. Statewide

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**SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES, Continued**

**3. PRICES AND CHARGES**

**a. Rate Groups**

Rates are offered for each service based on rate group.

**Group A**

All switched access residential customers and switched access business customers with monthly billing volume of \$0 to \$500.

**Group B**

All switched access business customers with monthly billing volume of \$500 to \$1000 and dedicated access business customers with monthly billing volume less than \$5000.

**Group C**

All switched access business customers with monthly billing volume above \$1000 and dedicated access business customers with monthly billing volume over \$5000.

**SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES, Continued**

**3. PRICES AND CHARGES, Continued**

**b. Schedules**

i. Switched Access Services

A. Dial Access Service

| <u>Rate Group</u> | <u>Initial 18 seconds</u> | <u>Additional 6 seconds</u> |
|-------------------|---------------------------|-----------------------------|
| Group A           | \$0.0333                  | \$0.0111                    |
| Group B           | \$0.0309                  | \$0.0103                    |
| Group C           | \$0.0291                  | \$0.0097                    |

B. Direct Access 800 Service

| <u>Rate Group</u> | <u>Initial 18 seconds</u> | <u>Additional 6 seconds</u> |
|-------------------|---------------------------|-----------------------------|
| Group A           | \$0.0333                  | \$0.0111                    |
| Group B           | \$0.0309                  | \$0.0103                    |
| Group C           | \$0.0291                  | \$0.0097                    |

A recurring monthly charge of \$2.00 is billed for each inbound “800” number.  
 A \$.30 surcharge will apply to all calls initiated from a pay telephone.

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**SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES, Continued**

**3. PRICES AND CHARGES, Continued**

**b. Schedules, Continued**

ii. Dedicated Access Services

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$3,000.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

A. Dedicated Dial Access Service

| <u>Rate Group</u> | <u>Initial 18 seconds</u> | <u>Additional 6 seconds</u> |
|-------------------|---------------------------|-----------------------------|
| Group A           | \$0.0210                  | \$0.0070                    |
| Group B           | \$0.0195                  | \$0.0065                    |
| Group C           | \$0.0183                  | \$0.0061                    |

Access coordination fee, if applicable -- \$450.00

Central Office connection fee, if applicable -- \$1,500 per exchange

Entrance facilities charge, if applicable -- \$175.00 per month

B. Dedicated Access 800 Service

| <u>Rate Group</u> | <u>Initial 18 seconds</u> | <u>Additional 6 seconds</u> |
|-------------------|---------------------------|-----------------------------|
| Group A           | \$0.0210                  | \$0.0070                    |
| Group B           | \$0.0195                  | \$0.0065                    |
| Group C           | \$0.0183                  | \$0.0061                    |

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**SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES, Continued**

**3. PRICES AND CHARGES, Continued**

**b. Schedules, Continued**

iii. Travel Card Service

Calling card charges are billed in six (6) second increments with a thirty (30) second minimum per call.

| <u>Rate Group</u> | <u>Initial 30 seconds</u> | <u>Additional 6 seconds</u> |
|-------------------|---------------------------|-----------------------------|
| Group A           | \$.125                    | \$.025                      |
| Group B           | \$.095                    | \$.019                      |
| Group C           | \$.085                    | \$.017                      |

A \$.35 surcharge will apply to all calls initiated from a pay telephone.

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**SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES, Continued**

**3. PRICES AND CHARGES, Continued**

. c. Access Surcharge

An Access Surcharge will apply to each presubscribed line on a Customer's account.

|                       |        |
|-----------------------|--------|
| Business Customers    | \$2.75 |
| Residential Customers | \$0.53 |

Service Line Charge

|                               |       |
|-------------------------------|-------|
| On gross total billed charges | 3.91% |
|-------------------------------|-------|

Directory Assistance

|                                |        |
|--------------------------------|--------|
| Directory Assistance, per call | \$ .85 |
|--------------------------------|--------|

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### **SECTION 3 – RULES AND REGULATIONS**

#### **1. ADOPTION OF RULES OR REGULATORY AUTHORITIES**

- a. The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this Price List unless otherwise waived by order of the Commission.

#### **2. INTERCONNECTION**

- a. Interconnection with the facilities or service of other carriers shall be under the applicable terms of the other carrier's tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with carrier's facilities. The customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection. Any special interface equipment of facilities necessary to achieve compatibility between the facilities of the carrier and other participating carriers shall be provided at the customer's expense.

#### **3. APPLICATION FOR SERVICE**

- a. Application for service may be made verbally or in writing. The name(s) of the customer(s) desiring to use the service must be set forth in the application for service.
- b. Request for service under this Price List will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer if disconnected in compliance with WAC 480-120-081.

#### **4. DEPOSITS**

- a. Deposits and/or advanced payments are not required.

#### **5. PAYMENT AND BILLING**

- a. Service is provided and billed on a monthly basis in arrears.
- b. Initial billing for set-up and installation charges or monthly service fees will not commence for any new customer until the customer has actually been placed in service.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**5. PAYMENT AND BILLING, Continued**

- c. Billing will be payable upon receipt and past due 15 days after issuance.
- d. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.
- e. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**6. CANCELLATION BY CUSTOMER**

Cancellation of service by the customer can be made either verbally or in writing and is applied pursuant to WAC 480-120-081(1) as follows:

- a. Where an application for service is canceled by the customer prior to the start of any design work or installation of facilities, no charge applies.
- b. When an application which requires special design work is canceled after the design work has begun, the Company may collect charges equal to the cost incurred for the associated design work to date.
- c. If cancellation is requested after the completion of an installation, it will be treated as a discontinuance of service. Any minimum contract requirements of prescribed service will be applicable.

**7. DISCONNECTION OF SERVICE BY CARRIER**

- a. The carrier may discontinue for any of the following reasons:
  - i. Nonpayment of bills;
  - ii. Tampering with the Company's property;
  - iii. Vacation of the premises by the subscriber;
  - iv. Violation of rules, service agreements, or filed Price List;

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**7. DISCONNECTION OF SERVICE BY CARRIER, Continued**

a. Reasons, Continued

v. Use of subscriber equipment which adversely affects the Company's service to its other subscribers;

vi. Fraudulent obtaining or use of service; or

vii. Unlawful use of service or use of service for unlawful purposes.

b. Except in case of danger to life or property, fraudulent use, impairment of service, or violation of law, the carrier will, prior to disconnection, mail written notice of the pending disconnection to the subscriber. The Company will not disconnect service prior to the eighth business day following mailing of the notice. In the alternative, the Company may provide delivered notice and disconnect not prior to 5:00 p.m. of the next business day, in accordance with WAC 480-120-081(5).

c. Before service is disconnected, the Company will make a good faith effort, by two attempts during reasonable hours, to reach the subscriber by telephone to advise the subscriber of the pending disconnection and the reasons therefor. The Company will maintain a log or record of the attempts, showing the telephone number called and the time of call. In the alternative, the Company may provide personal notice in accordance with WAC 480-120-081(5).

Telephone or personal contact need not be attempted when the Company has attempted such contact in any two billing periods during a consecutive twelve-month period and the Company has notified the subscriber in writing that telephone or personal contact will not be attempted in the future before disconnecting service.

d. All notices of delinquency or pending disconnection will include details pertinent to the situation and describe how the subscriber can make contact with the Company to resolve any differences. All notices must accurately state amounts owing for service(s) which are subject to disconnection. A new notice will be required in cases where information is incorrect.

e. Except in case of danger to life or property, no disconnection shall be made on Saturdays, Sundays, legal holidays, or on any other day on which the Company cannot reestablish service on the same or following day.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**7. DISCONNECTION OF SERVICE BY CARRIER, Continued**

- f. When the Company has reason to believe service is to other than the subscriber of record, the Company shall undertake reasonable efforts to inform occupants of the service address of the impending disconnection. In this case, at the request of the service users, a minimum period of five business days will be allowed to permit the service users to arrange for continued service.
- g. Where service is provided to a hospital, medical clinic with resident patients, or nursing home, notice of pending disconnection shall be provided to the secretary, Washington State Department of Social and Health Services, as well as to the subscriber. Upon request from the secretary or his designee, a delay in disconnection of no less than five business days from the date of notice will be allowed so that the department may take whatever steps are necessary in its view to protect the interests of the resident patients.
- h. The Company may not immediately disconnect service if the customer has met the requirements of WAC 480-120-081(3) regarding a medical emergency.
- i. Service will not be totally disconnected while a subscriber is pursuing any remedy or appeal provided for by Commission rules, provided any amounts not in dispute are paid when due.
- j. Service will be restored when the causes of discontinuance have been removed and when payment or satisfactory arrangements for payment of all proper charges due from the customer have been made as provided for in the Price List of the carrier.

**8. INTERRUPTION OF SERVICE**

- a. The Company will follow the Commission's rules (WAC 480-120-520) in the case of major outage and/or service interruption.
- b. It is the obligation of the customer to notify the carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission of the customer, not within the customer's control, or is not in wiring or equipment connected to the terminal of the carrier.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**8. INTERRUPTION OF SERVICE, Continued**

- c. All reported interruptions of service will be restored within two working days, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes and force majeure.

**9. RESTORATION OF SERVICE**

- a. The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority systems for such activities and in compliance with WAC 480-120-520.

**10. TAX ADJUSTMENT**

- a. The Company concurs in the Municipal Utility Occupation tax schedules of each Local Exchange Company tariff in the state of Washington to the extent those local taxes are both current and applicable to the services the Company provides. This amount will be separately stated on each bill the customer.

**11. LIMITATION OF LIABILITY**

- a. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- b. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service, except for Company's underlying carriers.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**11. LIMITATION OF LIABILITY, Continued**

- c. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- d. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- e. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- f. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Price List to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment
- g. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Washington law. The Company shall not be responsible for claims made outside the 30 day period. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**11. LIMITATION OF LIABILITY, Continued**

- h. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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