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GENERAL REGULATIONS

2.1 GENERAL

The rules and regulations specified herein are in addition and supplementary to the regulations contained in other sections of this Guide Book.

2.2 DESCRIPTION OF SERVICE

- 2.2.1 Exchange service is available by means of facilities owned and maintained by the Company, and in multi-office exchanges is operated from the central office designated by the Company. In certain exchanges extended service is furnished with availability of exchange service to other exchange areas of the Company or of a connecting company. Foreign exchange service from other exchanges of the Company or connecting companies may be furnished in designated areas.
- 2.2.2 Toll service is furnished either by means of the Company's toll lines or lines of a connecting company or both.
- 2.2.3 The exchange area generally contains a base rate area and a suburban area. In certain exchanges the territory served may be divided into a base rate area, one or more special rate areas and a suburban area.
- 2.2.4 The Company furnishes exchange service in its service territory in accordance with its effective regulations and in general, as follows:
 - A. Types of Service furnished
 - 1. Flat Rate Service
 - 2. Local Unit Calling Service
 - B. Grades of Service furnished
 - 1. Individual Line Service
- 2.2.5 Residence service is furnished in the suburban area at rates for such service in the base rate area or special rate area plus mileage charges.

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CENTURYLINK GUIDEBOOK

GENERAL REGULATIONS

2.3 LIMITATIONS AND USE OF SERVICE

- 2.3.1 Customer's Private Service not for Public Use
 - A. Telephone service is furnished for the use of the customer, his family and persons residing in his home.
 - B. Flat rate and message rate services are not installed on premises of a public or semipublic character in a location where the telephone would be accessible for use by the patrons of the customer, or the public in general.
- 2.3.2 Unlawful Use of Service
 - A. The Company may refuse residential service, refuse to resume residential service or terminate residential service without giving the notice otherwise required by other sections of this Guide Book:
 - 1. If an unsafe or hazardous condition related to the service exists on the premises of the customer;
 - 2. If the use of the service on the premises of the customer is determined by the Company to be detrimental or damaging to the facilities or services of the Company or its customers;
 - Upon the order of any court of competent jurisdiction or the commission, or upon a written determination by a magistrate that there is probable cause to believe that the service is prohibited by law, or is used or is to be used, directly or indirectly, to violate or assist in a violation of the law;
 - 4. If the Company determines, based upon the acts of the customer or the condition of his premises, that the customer has defrauded, is defrauding or intends to defraud the Company, unless the conditions constituting the fraud have been corrected;
 - 5. If an event in the nature of force majeure or vis major occurs that requires the termination of the service; or
 - 6. If the location at which the service is provided has been abandoned.
 - B. The Company shall in no event be liable for any damage resulting in any way from any action taken or threaten pursuant to this rule. Any person aggrieved by any such action shall have the right to file a complaint with the Public Utilities Commission of Nevada.

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CENTURYLINK GUIDEBOOK

GENERAL REGULATIONS

2.3 <u>LIMITATION AND USE OF SERVICE</u> - (Cont'd)

- 2.3.3 Emergency Measures Taken Pursuant to a "State of Extreme Emergency."
 - A. Whenever there exists an "emergency" as now or hereafter defined by the Nevada Civil Defense Act of 1953, or in the event of other civil or defense emergencies not duly proclaimed by constituted authorities, the Company shall take such emergency measures as may be ordered or directed from time to time by the Public Utilities Commission of Nevada. In the absence of such order or direction by the Commission, the Company may take any and all such emergency measures as it may within its discretion deem necessary in the public interest for the preservation and maintenance of service to all essential users. In the event that emergency measures are initiated by the Company in the absence of an order or direction by the Commission, the Company shall, where practicable, notify the Commission in advance of the action which it proposes to take. Any action thus proposed by the Company shall be subject to review by the Commission. Should conditions make advance notification impracticable, the Company shall notify the Commission of the emergency action which it has taken as soon as possible thereafter.
 - B. As restoration becomes possible of any service which has been discontinued pursuant to any of the emergency measures taken in accordance with this General Regulation, the priority of such restoration shall be determined by the Company as it may within its discretion deem necessary in the Public interest or as ordered or directed by the Public Utilities Commission of Nevada.
 - C. Each and every service furnished by the Company shall be subject to this General Regulation of the Company. The Company shall in no event be liable for any damage resulting from measures taken pursuant hereto, except in the case of willful misconduct

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CENTURYLINK GUIDEBOOK

GENERAL REGULATIONS

2.3 LIMITATION AND USE OF SERVICE - (Cont'd)

2.3.4 Cancellation of Service for Cause

A. Notices

- Any notice the Company may give to an applicant or a customer may be given orally or in writing to the applicant or customer or his authorized representative. Such notice may be either delivered at the applicant's or customer's address as described herein or deposited in any U.S. Post Office, addressed to the applicant or customer at the address specified in his application for service, or at such address as may subsequently be given by the applicant or customer to the Company at its local business office.
- 2. Any notice from any applicant or customer to the Company may be given orally, unless otherwise provided by these General Regulations, to the Company by the applicant or customer or his authorized representative, at the Company's local business office, or by written notice properly addressed and mailed to the Company.
- 3. Notices for Residential Service
 - a. If the Company intends to terminate the service of a customer, it shall give written notice to the customer or applicant. The Company must make a reasonable effort to notify any co-signor of the customer and any third person designated by the customer.
 - b. Any written notice must be served at least 5 days before the date of the termination by personal delivery or by first class mail addressed to his last known mailing address. Service of the notice shall be deemed complete as of the date of the mailing or personal delivery.
 - c. The notice must clearly set forth a) the account number and telephone number of the customer affected; b) the date on or after which the termination will occur; c) the reason for the termination; d) if the termination is for nonpayment of a delinquent bill or any installment due on such a bill, the total amount owed to the Company by the customer and the minimum payment required to avoid termination; e) the telephone number at which the customer may obtain information from the Company concerning his bill or service; f) a statement that the customer may contest the termination before the Public Utilities Commission of Nevada as provided by in this Section.

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GENERAL REGULATIONS

2.3 LIMITATION AND USE OF SERVICE - (Cont'd)

- 2.3.4 Cancellation of Service for Cause (Cont'd)
 - A. Notices (Cont'd)
 - 3. Notices for Residential Service (Cont'd)
 - d. Unless extraordinary circumstances exist, if the Company has received notice that a termination of service would be especially dangerous to the health of the customer or other person who is a permanent resident of the premises affected, it shall make a reasonable effort to give notice of the termination 48 hours prior to the termination. This additional notice must be given in person or by telephone by a representative of the Company to the customer or to some adult resident of the location affected. The representative of the Company shall explain to the customer or resident each item of information required in this guide.
 - e. A customer may at any time, designate a third person to receive notice of any pending termination of the service of the customer. A person so designated is not liable for any obligation of the customer. If the Company intends to terminate the service of the customer, the Company shall make a reasonable effort to notify any person designated by the customer. The Company does not incur any liability because of a failure to give actual notice to the designated person. Each customer who applies for service must be given written notice of this provision if he gives notice to the Company that he is elderly or handicapped.

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GENERAL REGULATIONS

2.3 LIMITATIONS AND USE OF SERVICE - (Cont'd)

- 2.3.4 Cancellation of Service for Cause (Cont'd)
 - B. Nonpayment of Bills
 - 1. Except as otherwise provided in this Section, the Company may terminate service to a residential customer without his consent, after giving any notice required by this guide for any of the following reasons:
 - a. Failure of the customer or any co-signer of the customer to pay a delinquent bill or any installment due on such a bill, including a bill for service received at a previous location or if the customer receives service at more than one location, at any such location.
 - b. Failure of the customer to pay any required deposit or connection fee or any installment due on either.
 - c. Violation by the customer of any rule of the Company set forth in its regulations.
 - d. Failure of the customer to pay toll charges appearing on the bill. If the Company terminates local service under this section, it shall comply with the requirements of this guide.
 - 3. The Company may not terminate:
 - a. The service of a residential customer because of his failure to pay a delinquent bill for another class of service.
 - b. The service of a residential customer on a weekend, a holiday or on the day before a weekend or a holiday, unless extraordinary circumstances exist, or the operations of the Company allow it to reestablish service immediately in an emergency.
 - c. Because of a delinquent bill incurred by a previous occupant of the location, unless the customer has signed a written agreement to assume liability for the previous service.
 - d. A Lifeline Assistance customer for non-payment of toll charges.

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GENERAL REGULATIONS

2.3 <u>LIMITATIONS AND USE OF SERVICE</u> - (Cont'd)

2.3.4 Cancellation of Service for Cause - (Cont'd)

C. Failure to Make or Increase a Deposit or Otherwise Establish Credit

For Basic Network Services only, a customer's telephone service may be discontinued for failure to make a deposit or to increase his deposit or otherwise establish his credit as provided for in Regulation 2.5.1.

D. Unsafe Conditions

For Basic Network Services only, the Company may refuse to install service, or may discontinue and disconnect service, without notice, if at any time any of the lines, or any condition surrounding the use or location thereof, on the customer's premises are unsafe, or likely to cause injury to any person or persons using any telephone service.

E. Protection of the Service

For Basic Network Services only, the Company may disconnect without advance notice any service which is used in such a manner as to interfere with the service of others or that is used for any purpose other than that which the service is furnished.

F. Abuse or Fraud

For Basic Network Services only, the Company has the right to refuse telephone service at any time without notice to any premises and at any time discontinue telephone service if it finds it necessary to do so to protect itself against abuse or fraud. Abuse or fraudulent use of service includes, without limiting to generality of the foregoing, the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of a message toll charge or any exchange service charge.

G. Noncompliance with Company's General Regulations or Conditions

For Basic Network Services only, except as otherwise provided in these General Regulations, the services of a customer may be discontinued for noncompliance with any General Regulation or Condition under which the service is furnished upon five days written notice by the Company advising the customer what particular General Regulation or Condition has been violated for which service will be discontinued if the violation is not remedied. This notice need not be given by the Company in the case of any emergency which, in the judgment of the Company renders immediate discontinuance of service advisable.

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GENERAL REGULATIONS

2.3 <u>LIMITATIONS AND USE OF SERVICE</u> - (Cont'd)

2.3.4 Cancellation of Service for Cause - (Cont'd)

H. Premises Vacated by Customer

For Basic Network Services only, the Company may discontinue service without notice when it determines that a customer has vacated the premises on which service is furnished. A customer will be held responsible for all service rendered until service is discontinued upon request of the customer, or until service is discontinued as a result of the customer vacating the premises without advising the Company.

I. Abusive Language by Customers

For Basic Network Services only, the Company may temporarily disconnect without notice the service of any customer who uses vile, abusive or profane language, or impersonates any other individual with fraudulent intent over any line connected to the Company's system. If during the period of temporary disconnect, the customer pays all applicable charges to restore service, the Company must reconnect service within 5 days following payment of the restoration charges. If there is a recurrence of the act or acts which resulted in the temporary disconnect, the Company may disconnect the customer on a permanent basis without notice. The customer can then reapply for new service after signing an affidavit that the customer will not engage in the above described conduct.

J. Impairment of Service

For Basic Network Services only, where the intended or actual use of any service, in the opinion of the Company will injuriously affect or does so affect the efficiency of the telephone facilities utilized in furnishing telephone service to other customers, the Company may refuse to provide such service for any applicant, and it may discontinue without notice such service furnished to a customer.

K. False or Misleading Information

For Basic Network Services only, the Company has the right to refuse telephone service to any premises, and at any time to discontinue telephone service, in order to protect itself if it finds that an applicant or customer has furnished the Company with false or misleading information in obtaining telephone service or credit from the Company.

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CENTURYLINK GUIDEBOOK

GENERAL REGULATIONS

2.3 LIMITATIONS AND USE OF SERVICE - (Cont'd)

2.3.4 Cancellation of Service for Cause - (Cont'd)

L. Discontinuance of Service

For Basic Network Services only, when the Company has the right to discontinue service as provided in these General Regulations, or when a customer orders service discontinued and services of other customer are terminated for answering purposes on the equipment to be disconnected, such other customers shall be notified of the possible disconnection of their service arrangement not less than three days prior to actual discontinuance of such service. When the Company has the right to discontinue service as provided in these General Regulations, it may at its option first temporarily and thereafter permanently discontinue service, or initially permanently discontinue service.

- M. Contest the Termination of Residential Service
 - 1. A customer whose service is terminated or is scheduled to be terminated by the company may contact the Public Utilities Commission of Nevada to contest the propriety of the termination.
 - 2. A statement must be set forth in a section of each telephone directory issued by the Company of the customers rights to contest the propriety of the termination as set forth in the Consumer Bill of Rights promulgated by the Public Utilities Commission of Nevada. A reference to that section of the directory must be included in the notice of termination.
 - 3. The statement must be accompanied by:
 - a. The mailing address and telephone number of the office of the Public Utilities Commission of Nevada nearest the customer.
 - b. The statewide toll-free telephone number of the Public Utilities Commission of Nevada.
 - c. If a bill is in dispute, a statement that the customer may be required by the Company to pay any undisputed amount to the Company pending resolution of the appeal, subject to a refund if the appeal is successful.
 - d. A statement that special arrangement for the payment of any bill may be made if the customer is unable to pay immediately the full amount of the bill.
 - e. A statement that a fee for reconnection of a deposit, or both, may be collected if service is terminated and subsequently restored.

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GENERAL REGULATIONS

2.3 LIMITATIONS AND USE OF SERVICE - (Cont'd)

- 2.3.4 Cancellation of Service for Cause (Cont'd)
 - N. Postponing the Termination of Residential Service
 - 1. Unless extraordinary circumstances exist, if the local service of a customer is being terminated, the Company shall postpone the termination for 30 days after it receives both of the following:
 - a. A statement from a licensed physician or public health official certifying that the termination would be especially dangerous to the health of the customer or other person who is a permanent resident of the premises affected. The physician or health official may consider the feebleness, advanced age, physical disability or handicap, mental incapacity, serious illness, or other infirmity of the person affected. Except as otherwise provided in this paragraph, the statement must be in writing and include:
 - 1) The address where service is provided;
 - 2) The name of the person whose health would be especially endangered;
 - 3) A clear description of the nature of the emergency; and
 - 4) The name, title and signature of the physician or official making the statement.

The statement may be made by telephone if a written statement is sent for confirmation to the Company within 5 days after the oral statement is made.

- b. A statement signed by the customer that he is presently unable to pay the bill or installment. Before the period of postponement expires, the customer must arrange with the Company to pay the bill or installments.
- c. The postponement may be extended once for an additional 30 days if the Company receives a renewed medical certificate before the expiration of the original period of postponement.
- d. The Company shall allow an installment period of up to 90 days for the customer to pay his bills. The Company may impose toll restriction upon the customer for which the customer shall pay the rates and charges set forth in the regulations of the Company.
- e. If the Company again intends to terminate service after a customer has obtained a postponement pursuant to the regulations, the Company shall give written notice of its intended actions to the Public Utilities Commission of Nevada, and to the customer and any co-signer of the customer in the manner provided by this regulation.

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GENERAL REGULATIONS

2.3 LIMITATIONS AND USE OF SERVICE - (Cont'd)

- 2.3.4 Cancellation of Service for Cause (Cont'd)
 - N. Postponing the Termination of Residential Service (Cont'd)
 - 2. If the service of a customer is being terminated for nonpayment of a delinquent bill or any installment due on such a bill, the Company may postpone the termination, regardless of whether the customer is qualified to make deferred payments, if the Company determines that the customer is able to pay the amount owed and the customer signs a written agreement to make payment.
 - 3. In determining whether a residential customer is able to pay the amount owed, the Company shall consider:
 - a. The amount owed.
 - b. The length of time the bill or installment is past due.
 - c. The date the account was established.
 - d. The history of payment maintained by the customer with the Company.
 - e. The credit history of the customer.
 - f. The period for payment.
 - g. Any commitment of money made on behalf of the customer by a governmental agency or an organization that assists persons unable to pay their bills, whether or not the money has actually been disbursed.
 - h. Whether the customer is elderly or handicapped.
 - i. Any other extraordinary circumstances of the case.
 - j. Any information presented to the Company by the customer.

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GENERAL REGULATIONS

2.3 LIMITATIONS AND USE OF SERVICE - (Cont'd)

2.3.5 Cancellation of Service for Cause - (Cont'd)

O. Resume Residential Service Under Special Circumstances

- 1. The Company shall resume service to a residential customer:
 - a. If he has complied with the requirements of the Company;
 - b. Upon the order of any court of competent jurisdiction or the commission; or
 - c. Immediately upon a determination that failure to resume service would be especially dangerous to the health of the customer or any person who is a permanent resident of the premises where the service is being provided.
 - d. The Company may charge a fee, to resume service to a customer.
- 2. If a customer fails to pay disputed toll charges, files a complaint with the division and the Company terminates service to the customer because of his failure to pay the disputed charges, the Company shall furnish local service to the customer at a new telephone number pending resolution of the dispute if toll restriction is available and the customer makes prior payment, in full, of:
 - a. All outstanding charges for local service.
 - b. Any required deposit and connection fee for local service.
 - c. The rates and charges for toll restriction.
- 3. If the Commission resolves the complaint in favor of the customer, the Company shall reimburse the customer for rates and charges previously paid pursuant to the previous section. The company is not required to make reimbursement of any required deposit and connection fee for local service if the Company has terminated service because of the failure of the customer to pay both local and toll charges.
- 4. The Company shall notify the customer of his right to obtain local service as soon as a complaint by the customer is pending before the Public Utilities Commission of Nevada and the Company has made an involuntary termination of the local service of the customer.

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GENERAL REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE

2.4.1 Application for Service

A. General

Any application is merely a request for service and does not in itself bind the Company to furnish the service except under reasonable conditions as set forth in the regulations, nor does it bind the applicant to take service.

B. Initial Establishment of Service

Each applicant for telephone service may be required to sign, on a form provided by the Company, an application which may set forth:

- 1. Date and Place of application
- 2. Location of premises to be served
- 3. Date applicant will be ready for service
- 4. Purpose for which service is to be used
- 5. Address to which bills are to be mailed or delivered
- 6. Whether applicant is the owner or tenant of, or agent for the premises.
- 7. Service desired class, type and grade.

Residential customers may make an application for service by mail or by telephone. If there is reason to believe that a customer applying for service has defrauded, is defrauding or intends to defraud the Company, or if other good cause exists, the Company may refuse to accept an application for service made by mail or telephone.

A Lifeline Assistance subscriber may not be denied request for service on the basis that the subscriber was previously disconnected for non-payment of toll charges.

C. Additions or Changes in Service

The Company may accept an oral or written application from a customer for additions to or changes in the present service of the customer, except that a written application may be required when an additional listing in connection with residence service is requested.

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GENERAL REGULATIONS

2.4 <u>ESTABLISHMENT AND FURNISHING OF SERVICE</u> - (Cont'd)

2.4.1 Application for Service - (Cont'd)

D. Cancellation of Application

The following subsections relate only to Basic Network Services. An application for service cancelled by the applicant or by the Company prior to the establishment of the service applied for is subject to the following conditions:

- 1. Cancelled by Applicant
 - a. If cancellation is requested by an applicant prior to the start of installation of facilities on the applicant's premises, no charge applies unless the Company has incurred an expense in which case a charge to the applicant equal to the estimated costs incurred in such installation, less estimated net salvage, shall be applicable.
 - b. If cancellation is requested by the applicant subsequent to the start of the installation of facilities on applicant's premises but before the facilities are connected for service, the application will be canceled by the Company and the Company will collect all charges applicable to the facilities actually installed at the time of the requested cancellation or such other amounts as may be specifically provided for in these General Regulations.
 - c. If cancellation of an application for service is requested by the applicant subsequent to the time facilities are installed on applicant's premises and connected for service, such cancellation shall be treated as a regular discontinuance of service and the conditions of paragraph (b) above and the minimum requirements of the rate will be applicable.
- 2. Canceled by the Company

If the applicant refuses to comply with the requirements set forth in the Company's regulations prior to the establishment of service, the Company may cancel the application, in which case any amounts collected from the applicant will be refunded.

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GENERAL REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE - (Cont'd)

- 2.4.1 Application for Service (Cont'd)
 - E. Deferment of Service

At the request of the applicant, the in-service date for service furnished under provisions of the Company's regulations will be deferred subject to the following regulations:

- 1. Where the installation of the service ordered has started, but is not complete, a charge equal to the recurring monthly costs applicable to that portion of the completed installation will apply.
- 2. When the installation is complete at the time of receipt of the request to defer the service, the regular installation and monthly charges will apply from the original requested in-service date.
- 2.4.2 Priority of Establishment of Service

Applications for service will be completed in the order of their receipt insofar as practicable and economical, except that deviations may be made in the following order in accordance with the facilities available:

- A. Application for service for a use directly connected with national defense or where war conditions are involved.
- B. Application for service for a use directly connected with public safety, health, or welfare.
- C. Application for service needed because of serious illness or where unreasonable hardship would otherwise result.
- D. Application for residence service which has been held for two months or more.
- E. Application for residence service for a person who has been a customer of the Company within one month prior to the date of applications.
- F. Application for residence service not otherwise qualifying under this General Regulation.
- 2.4.3 Supersedure of Service

An applicant who otherwise qualifies for the immediate establishment of service under this Section, may supersede the service of a customer discontinuing that service when the applicant is to take service on the premises where that service is being rendered and notice to that effect from both the customer and the applicant is presented to the Company and where an arrangement, acceptable to the Company, is made to pay outstanding charges against the service. The Company may require such notice to be in writing. Original Original

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GENERAL REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE - (Cont'd)

2.4.4 Application of Rates for Residence Service

The applicability of residence rates is governed by the location or obvious use made of the service. The use which is to be made of the service will be ascertained from the applicant at the time of application for service.

- A. Residence rates apply at the following locations:
 - 1. At a residence or place of dwelling where the actual or obvious use of the service is for domestic purposes.
 - 2. In private residences; in residential apartments of hotels and apartment houses; and in boarding houses and rooming houses having not more than five rooms available for rent when business listings are not provided and when all stations are in locations which are a part of a residence establishment; except that when residence extension service is provided at locations not a part of a residence rates will apply.
 - 3. Residence service may not be part of a hunting sequence that contains business lines.
 - 4. The number of residential lines may be limited due to the availability of facilities. The premises owner may be responsible for charges to add or reconstruct facilities for additional lines.
- 2.4.5 Provision and Ownership of Facilities
 - A. Ownership and Use of Facilities on Customer's Premises
 - 1. The Company shall own, furnish, and maintain all facilities and protective apparatus necessary to provide telephone service to the point of connection with customer premises equipment. All facilities provided shall conform to the established construction standards of the Company.
 - 2. All facilities furnished by the Company up to the protective device in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company shall be allowed to alter in any manner any line facilities.

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GENERAL REGULATIONS

2.4 ESTABLISHMENT AND FURNISHING OF SERVICE - (Cont'd)

2.4.6 Provision of Telephone Directories

The company shall distribute telephone directories to its customers from time to time as it deems necessary.

A customer may be furnished a telephone directory for each telephone or exchange line. At the option of the Company, additional directories may be purchased by the customer.

2.4.7 Provision and Ownership of Telephone Numbers

The assignment of a number to a customer's telephone service will be made at the discretion of the Company. The customer has no proprietary right in the number and the Company may make such reasonable changes in the telephone number or central office designation as the requirements of the service may demand.

2.4.8 Access to the Customer's Premises

The Company's authorized employees may enter a customer's premises at all reasonable hours for any purpose reasonably pertinent to the furnishing of telephone service and the exercise of any and all rights secured to it by law or by the Company's regulations.

2.4.9 Residence Service for Company Employees

The same rules and regulations are applicable to employees and retirees of the Company as are applicable to the general public. Certain telephone services will be furnished to Company employees and Company retirees at reduced rates as authorized by Company practices and procedures.

- 2.4.10 Termination of Service Basic Network Services only
 - A. Basic Termination Agreements are obtained by the Company on certain services to protect the Company's investment in such services by requiring them to be retained in service for a specified period of time.
 - B. In the event the service and facilities so designated in the agreement are cancelled prior to the actual installation of such service, a cancellation charge, determined by the Company, to cover all non-recoverable costs incurred by the Company, as a result of ordering the facilities specified by the Customer in the agreement, shall be payable to the Company by the Customer.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE

2.5.1 Credit

- A. The company may require a customer to establish credit before it furnishes service or resumes service after a termination of service if the customer has not previously paid a deposit to the company or has paid a deposit, but it has been returned to him in whole or in part, applied to his account or treated as part of a new deposit.
- B. Credit for Residential Service May Be Established by:
 - The applicant or subscriber during the 2 years preceding the request been a customer of the Company and has established satisfactory credit or has been a customer of another municipal or regulated telephone Company during the 2 years preceding the request and has made timely payments of each bill issued during the most recent 12 months of service, and the record of payment can be verified; or
 - 2. The applicant or subscriber making a cash deposit in accordance with this guide.
 - 3. The applicant furnishing a co-signer satisfactory to the Company; or
 - 4. The applicant receiving benefits from a retirement plan or the Social Security Administration unless he has unsatisfactory credit; or
 - 5. The applicant is otherwise able to establish his credit to the satisfaction of the Company.
 - 6. Except as otherwise provided in this guide, a customer may not be required by the Company to establish credit in any particular manner described in the preceding paragraphs.
 - 7. Upon request of a customer, the company shall provide a form to use in requesting a credit history from another utility.
 - 8. A co-signer must be a customer of the Company. The liability of a co-signer ceases after the customer has made 12 consecutive timely payments to the company. A co-signer who is required to make any payment for a customer may pay the amount owed within a period of not more than 3 months.

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GENERAL REGULATIONS

2.5 <u>PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE</u> - (Cont'd)

2.5.2 Deposits

A. Residential Service

- 1. A customer may be required to pay a deposit or the balance of a deposit if he has unsatisfactory credit or cannot establish credit in any other manner permitted by this guide and
 - a. Has not previously paid a deposit.
 - b. Has paid less than the full amount of the deposit otherwise required pursuant to this guide; or
 - c. The deposit has been returned in whole or in part, applied to his account or treated as part of a new deposit.
- 2. If a customer cannot establish credit in any other manner permitted in this guide, the Company may, for the purpose of determining whether the customer will be required to pay a deposit, consider:
 - a. Whether he has been continuously employed by the same employer for at least one year;
 - b. In the case of a customer who has recently been divorced or separated and is applying for service in his own name, the record of payment for any service previously furnished to his household; and
 - c. Applicant or subscriber shall be required to disclose the names of any persons, residing at the same address and having access to the telephone service applied for, who have been subscribers of record of the company. The previous usage and payment record of such persons shall be taken into consideration in determining the estimated periodic usage.
 - d. Any other factor set forth in this guide.
- 3. Any deposit paid by a customer must be paid in cash. Unless there is reason to believe that the customer has defrauded or intends to defraud the Company, or other good cause exists, a deposit may be paid by mail. The deposit may not exceed:
 - a. In the case of a customer with unsatisfactory credit for whom the Company can determine actual usage, twice his average monthly bill for service.
 - b. In the case of an elderly customer who qualifies for paragraph (a) applies, 50% percent of the amount established in paragraph (c).
 - c. In any other case, \$100 or an amount equal to twice the average estimated monthly bill for service, whichever is less.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

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- 2.5.2 Deposits (Cont'd)
 - A. Residential Service (Cont'd)
 - 4. A customer who pays a deposit or a connection fee, or both, may a) be required to pay the entire amount of the deposit and connection fee before service is provided or b) enter into an agreement with the Company for payment of the deposit and connection fee in installments if: his credit is satisfactory and the total amount of the deposit and connection fee (1) exceeds \$50 or (2) is less than \$50, if the customer contacts the Company and indicates the existence of circumstances that would result in hardship if the customer were required to pay the deposit and connection fee in one installment.
 - a. If there is an agreement for payment in installments, the customer may be required to pay:
 - 1) An amount equal to at least one-third of the total amount of the deposit and connection fee, before service is provided.
 - 2) The remainder of the deposit and connection fee, in not more than two equal installment, not later than 30 and 60 days, respectively, after the date of the agreement; and
 - 3) Interest, at the rate required by NRS 704.655, on any unpaid portion of the deposit or connection fee.
 - b. The service of the customer may be terminated for failure to pay any part of the deposit or connection fee as agreed and, in such a case, the customer may be required to pay the full amount of the deposit and connection fee, plus any other money owed the Company, before service is restored.
 - c. Service to the customer may be terminated without any further notice if the customer fails to pay any bill for service received or any part of the deposit or connection fee and the agreement is in writing and contains a statement, in boldface type, of the right of termination.
 - d. The customer must be informed of the provisions of this section at the time he enters into the agreement.
 - Lifeline Assistance subscribers are not required to pay a service deposit in order to initiate service if the subscriber voluntarily elects to receive Toll Restriction.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

2.5.2 Deposits - (Cont'd)

B. Other Deposits

For Basic Network Services only, the amount of deposit required for purposes other than the establishment of credit as provided in this guide, will in each case unless otherwise indicated in a particular regulation, be in accordance with these General Regulations.

C. Return of Deposits Collected in Connection with the Establishment of Credit.

The Company will notify the customer that his deposit is subject to return or will refund the deposit under the following conditions:

- 1. When service is discontinued, except (a) when a change from one premises to another within the same exchange is involved, in which case the deposit will be transferred to the service at the new location or (b) when there are charges due the Company, the deposit will be applied to the charges and any excess portion of the deposit will be returned.
- 2. If a deposit has been paid by a residential customer and the customer has established a record of timely payments for 12 consecutive months, the Company shall return the deposit to the customer.
- D. Interest computed at the rate as set forth in NRS 704.655 will be paid on the deposit from the date collected to the date of withdrawal or refund of such deposit. When the deposit is held for more than 12 months, interest will be paid to the customer, or credited to the customer's account but no more often than once annually while the funds remain on deposit. The Company may establish an appropriate anniversary date for payment of all such interest.
- E. Return of Other Deposits

Deposits collected for purposes other than the establishment of credit as provided in Regulation No. 2.5.1 will in each case be refunded, or otherwise disposed of, in accordance with the arrangements as may have been made with the applicant or customer, or may be provided for in a particular regulation or in these General Regulations. Original Original

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

2.5.3 Rendering and Payment of Bill

- A. For Basic Network Services only, a customer for service shall be responsible for the payment of all exchange, toll and other charges applicable to his service made in accordance with the Company's schedules of rates and General Regulations.
- B. Bills are rendered at various billing dates for the periods specified in C. below and include charges for service as follows:
 - 1. Local Exchange Service, (Flat Rate and Local Unit Calling) Charges may be billed in advance beginning with the date of the bill.
 - 2. Toll Service Charges for toll service are billed in arrears and generally with bills for exchange service but may be billed at such other intervals as may be considered necessary or advisable by the Company.
 - Local Calling Units Charges for Local Calling Units, in excess of the Local Unit Calling Service subscribed to, are billed in arrears and generally with bills for exchange service.
- C. Billing Period

Bills for exchange and toll service will normally be rendered at regular intervals. The normal billing period is one month except where a different period is specified in a particular regulation. Bills may be rendered more frequently, however, where it is considered necessary or advisable by the Company.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

2.5.3 Rendering and Payment of Bills - (Cont'd)

D. Payment of Bills

- 1. A bill for service issued by the Company is due upon deposit of the bill with the United States Postal Service for delivery to the customer by first class mail, or in the case of delivery by other means, upon delivery of the bill to the billing address of the customer. In the case of electronic bill presentment and payment service via the Internet, the bill is due upon posting of the bill on the Company's website.
- 2. Payment of charges for non-recurring charges may be required prior to the completion of the work.
- 3. A customer may pay the bill, unless there is reason to believe that he has defrauded, is defrauding or intends to defraud the Company or other good cause exists by depositing payment with the United States Postal Service for delivery to the Company by first class mail, by making payment at the business office of the Company or by making payment to any person authorized by the Company to accept payment.
- 4. Except as otherwise provided in this paragraph, the bill will be considered past due if not paid within 15 days of its issuance. If the last day for payment falls on a Sunday, legal holiday or any other day on which the office of a Company used for the payment of bills is closed, the last day for payment is the next business day. Payment of a bill by first class mail or other means, such as bankdraft or payment via the Internet is timely if payment is received by the Company not more than 3 days after the past due date.
- 5. The Company may charge a fee for the return of an unpaid check or late payment.
- E. Prorating of Charges
 - 1. Monthly Bills

For Basic Network Services only, adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this guide will be prorated to the number of days or major fraction of days based on a 30 day month. Message rate allowance charges under message rate service will also be prorated in this manner.

2. Annual Bills

For Basic Network Services only, charges for service furnished on an annual basis, except those involving the minimum billing period, billed for a period of less than one year, will be prorated on the basis of one-twelfth of the annual rate for each full month of service or fraction thereof.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

2.5.3 Rendering and Payment of Bills - (Cont'd)

F. Rates Applicable During Temporary Disconnection of Service for Non-Payment

For Basic Network Services only, service temporarily disconnected will be charged for in accordance with the regular rates for a period not to exceed 15 days subsequent to the date of temporary disconnection.

G. Minimum Charge for Service

For Basic Network Services only, when the period for which service is taken is less than one month in the case of service normally furnished on a monthly basis, including Semi-Public services, and less than one year in the case of service normally furnished on a yearly basis, the total fixed charges will not be less than the minimum fixed charge for the particular service involved.

- H. Each bill for service issued by the Company to a customer must set forth:
 - 1. Any previous balance;
 - 2. The amount due for service provided during the current billing period;
 - 3. Sufficient information upon which to calculate any charge for late payments.
 - 4. Any other authorized charge or tax;
 - 5. Any unregulated charge;
 - 6. The total of the preceding amounts;
 - 7. The first and last day of the billing period for local service;
 - 8. The date the bill is past due;
 - 9. A summary of the customer's right to dispute bills, charges or services; and
 - 10. The telephone number of the Company where the customer may obtain information about his bill or the service provided.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

- 2.5.3 Rendering and Payment of Bills (Cont'd)
 - I. Delinquent Bills for Residential Service
 - 1. If a customer is delinquent in the payment of any bill and requests that the Company accept deferred payment, the Company shall do so if the customer signs a written agreement to pay:
 - a. At least 40 percent of the amount of the bill at the time of the agreement.
 - b. The balance of the bill, in three equal monthly installments, within 90 days after the date of the agreement.
 - c. All future bills when due.
 - 2. Unless the Company otherwise agrees, a customer may not make deferred payments pursuant to this section if, during the preceding 12 months:
 - a. He has made another deferred payment pursuant to this section.
 - b. His service has been terminated for nonpayment of a delinquent bill or any installment due on such a bill.
- 2.5.4 Provision for Certain Local Taxes and Fees
 - A. Conditions
 - 1. Rate schedules of the Company do not include any portion of business license taxes, franchise fees, or other taxes imposed by federal, state, or local taxing authorities on telecommunications services provided by the Company.
 - 2. In order to reimburse the Company for such taxes, amounts equivalent to such taxes where now imposed, or which may hereafter be imposed, may be billed by the Company to its customers.
 - B. Application on Percentage of Revenue Basis

When the franchise fee is levied on a percentage of revenue basis, the percentage as set forth in this section will be applied to the recurring monthly charges for telephone service according to the applicable city/county ordinances on bills of customers within the limits of such city or community.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

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- 2.5.4 Provision for Certain Local Taxes and Fees (Cont'd)
 - C. Surcharge for Telecommunications Program for Speech and Hearing Impaired
 - This surcharge will provide funding for telecommunications devices and relay services to be furnished to the hearing and speech impaired pursuant to NRS 426.295 and General Order 51 of the Public Utilities Commission of Nevada. This Guide Book provides for a surcharge on all customers bills to recover the cost of the program.
 - 2. The program will serve the needs of persons with impaired speech or hearing who have been certified by the Rehabilitation Division of the Department of Human Resources.
 - 3. The program is funded by a surcharge on all telephone access lines within the state. The Company will bill and collect the specified surcharge monthly from each access line as set forth in paragraph (5) below. Surcharges for Foreign Exchange access lines will be assessed by the utility providing the exchange service.
 - 4. This surcharge to be billed to all customers in all exchange areas within the service area of the Company as defined on maps filed as part of this guide.
 - D. Surcharge for the Nevada Universal Service Fund
 - 1. A surcharge will be added to the customer's bill to allow the recovery of cost of the Nevada Universal Service Fund (NUSF) as outlined in Section 704.040 of the Nevada Revised Statutes.
 - 2. The surcharge is assessed as a percentage of the retail customer's bill. The assessment percentage is determined annually by the Commission based on the recommendation of the NUSF administrator. The amount of the surcharge billed will be rounded down to the nearest cent, but not less than one (1) cent. The surcharge will appear as a separate line/entry on the Company's portion of the customer's bill.

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GENERAL REGULATIONS

2.5 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCE - (Cont'd)

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2.5.5 Disputed Bills - Residential Customers

- A. If a customer disputes any bill, charge or service, the Company shall promptly investigate the matter and, report its determination to the customer. If the customer so requests, the report must be made in writing. Whether or not a written report is requested, upon an adverse determination by the Company, it shall inform the customer of his right to file a complaint with the division.
- B. If the customer is not satisfied with the Company's determination, he may file a complaint with the Public Utilities Commission of Nevada.
- C. If a complaint is filed, unless the Company agrees to waive the requirement at the request of the Public Utilities Commission of Nevada, the customer may be required by the Company to pay any disputed amount to the Company pending resolution of the complaint. If such a payment is made, the Company shall refund any money found by the commission to have been charged improperly.
- D. A summary of the provisions of this section must be set forth in a section of each telephone directory issued by the Company. A reference to that section of the directory must be included on the back of each bill or notice of termination issued by the Company. The summary must include the mailing address, telephone number and toll-free telephone number of the Public Utilities Commission of Nevada.

2.5.6 Partial Payments

If a Company receives from a customer a partial payment for local and toll service, with no explanation of the manner in which the payment is to be applied, the Company shall apportion the payment in the ratio that the charge for local service bears to the charge for toll service.

- A. Partial payments from Lifeline Assistance subscribers must apply first to local service charges and then to toll charges.
- 2.5.7 Credit for Toll Calls

The Company shall, if it verifies that a credit is required under the provisions of this section, credit the account of a residential customer for incomplete calls, unanswered calls, wrong numbers or poor quality of transmission. This only applies to Intralata toll calls and Interlata toll calls for which the Company is directed to allow a credit by the carrier or its agents.

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GENERAL REGULATIONS

2.6 LIABILITY OF THE COMPANY

2.6.1 Allowance for Interruptions

For Basic Network Services only, the liability, if any, of the Company arising out of or in any way connected with any defect, error, omission, delay, mistake, interruption, suspension or other failure in connection with furnishing service or facilities shall in no event exceed the credit allowance set forth below:

- A. No credit is allowed where the service or facility is "out of service" for less than a day. Where the service or facility is "out of service" for a day or more from the time it is reported by the customer or detected by the Company and is not due to the willfulness or negligence of the customer or the failure of any facility provided by the customer, credit is allowed in an amount equal to the total fixed monthly charge for the service of facility, or both, multiplied by the ratio of the number of days "out of service" to the number of days in the billing period within which the "out of service" occurs.
- B. A day "out of service" will be considered to exist when service is not available for a period of twenty-four consecutive hours. When any "out of service" period continues for a period in excess of twenty-four hours or an even multiple of twenty-four hours, then the total period upon which to determine the credit allowance will be taken to the next height even twenty-four hour multiple.
- C. In no case will the credit allowance for any period exceed the total fixed charges for the service of facility for that period.
- D. Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by the Company's negligence or willful misconduct, the Company is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's equipment, data, programs or other information through accident, wrongful means or any other cause while such information is stored on or transmitted across Company-provided network facilities or Customer premise equipment. Customer is responsible for any Company service or usage charges resulting from any such unauthorized access, unless a tariff, schedule or other written agreement expressly states otherwise.
- 2.6.2 Defacement of Premises

For Basic Network Services only, the Company is not liable for any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises when such defacement or damage is not the result of the negligence of the Company.

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GENERAL REGULATIONS

2.6 LIABILITY OF THE COMPANY - (Cont'd)

2.6.3 Directory Error or Omissions - for Basic Network Services only

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- A. The Company shall not be liable for any error, omission or other failure in connection with directory listings furnished without additional charge in the directory or information service. The customer agrees to hold the Company free and harmless of and from any claims, loss, damage, or liability which may result from such errors, omissions, or other failures.
- B. The liability, if any, of the Company for any error, omission or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the total amount charged and paid by the customer for that listing during the effective life of the directory in which the error or omission was made.
- 2.6.4 Transmission Errors

Errors in Transmitting, Receiving, or Delivering Oral Messages by Telephone for Basic Network Services only.

The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting companies.

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2.7 CUSTOMER INFORMATION

- 2.7.1 Special Programs and Services for Residential Customers
 - A. The Company shall make available to each of its customers upon request information describing the services it provides and specifying the rates and charges for those services.
 - B. The Company shall notify each customer that special programs may be available for customers who are elderly or handicapped or have other special needs.
 - C. The notice must be made by means of a notice enclosed with a bill; be made not less frequently than once each year; and state that information concerning these programs may be found in the Consumer Bill of Rights, promulgated by the Public Utilities Commission of Nevada which may be obtained from the business office of the Company.
- 2.7.2 Maintaining Records of Residential Customers
 - A. The Company shall prepare and maintain records for at least one year. These records must contain the number and accumulated amounts of deposits that have been collected and returned; and for each of its customers:
 - 1. His payment performance;
 - 2. The amount for each billing period;
 - 3. The number and general description of the complaints filed with the Company;
 - 4. The number of agreements for payment entered into by the Company;
 - 5. The number of terminations and reconnections of service.
 - B. Upon the request of the Commission, the Company shall submit to the Commission, in writing, a summary of the information contained in those records.
 - C. Except for information contained in its telephone directory list, the Company may not provide any information concerning its customers to any person for commercial purposes without the approval of the Commission. Nothing in this subsection shall be deemed to preclude the Company from providing any person including any other Company or a carrier between local areas of transport and access with information necessary to provide Company services.

2.7.3 Residential Customer Agreements

- A. Except as noted in paragraph B below, the Company may not enter into any agreement with a customer under terms that are inconsistent with the provisions of the Consumer Bill of Rights, promulgated by the Public Utilities Commission of Nevada which may be obtained from the business office of the Company.
- B. Nothing in the Consumer Bill of Rights shall be deemed to preclude the Company from entering into an agreement with a customer under terms that are more favorable to the customer than those provided by those sections.