

GetGo Communications LLC  
10 Exchange Place, Suite 1710  
Jersey City, NJ 07302  
U-7241-C

Schedule Ca. P.U.C. No. 3-T  
Original Ca. P.U.C. Sheet 1

INTRASTATE INTEREXCHANGE SERVICES

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**TITLE SHEET**

*This tariff, Schedule Cal. P.U.C. No. 3-T,  
is currently on file with the California Public Utilities Commission.*

TARIFF SCHEDULES

APPLICABLE TO

INTRASTATE INTEREXCHANGE SERVICES

OF

GETGO COMMUNICATIONS LLC (U-7241-C)

**T**

INTRASTATE INTEREXCHANGE SERVICES

**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.

\* - indicates those pages included with this filing

<b>SHEET</b>	<b>REVISION</b>		<b>SHEET</b>	<b>REVISION</b>		<b>SHEET</b>	<b>REVISION</b>
1	Original		40	Original			
2	Revised	*	41	Original			
3	Original		42	Original			
4	Original		43	Original			
5	Original		44	Original			
6	Original		45	Original			
7	Original		46	Original			
8	Original		47	Original			
9	Original		48	Original			
10	Original		49	Original			
11	Original		50	Original			
12	Original		51	Original			
13	Original		52	Original			
14	Original		53	Original			
15	Original		54	Original			
16	Original		55	Original			
17	Original		56	Revised	*		
18	Revised	*	56.1	Original	*		
18.1	Original	*	57	Original			
19	Original		58	Original			
20	Original		59	Original			
21	Original		60	Original			
22	Original		61	Original			
23	Original		62	Original			
24	Original		63	Original			
25	Original		64	Original			
26	Revised	*	65	Original			
27	Original		66	Original			
28	Original		67	Original			
29	Original		68	Original			
30	Original		69	Original			
31	Original		70	Original			
32	Original		71	Original			
33	Original		72	Original			
34	Original		73	Original			
35	Original		74	Original			
36	Original						
37	Original						
38	Original						
39	Original						

INTRASTATE INTEREXCHANGE SERVICES

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Original Ca. P.U.C. Sheet 4

INTRASTATE INTEREXCHANGE SERVICES

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**1.0 PRELIMINARY STATEMENT**

GetGo Communications LLC (formerly Citrix Communications LLC) has been granted authority by the California Public Utilities Commission to provide competitive interexchange services throughout the State of California to residential and business Customers located in exchange areas served by AT&T California and Verizon California, Inc. This tariff contains all effective rates, terms and conditions for interexchange telecommunications services.

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**1.1 Explanation Of Symbols**

The following symbols are used in this tariff as described:

- (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 tariff schedules with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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**1.2 Availability Of Company's Tariff**

Complete copies of the Company's advice letters and current tariff are maintained and made available during normal business hours (9:00 am – 5:00 pm) at the Company's business offices located at:

GetGo Communications LLC  
10 Exchange Place, Suite 1710  
Jersey City, NJ 07302

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The tariff is also available for public inspection at the California Public Utilities Commission.

The Company's toll free customer service number is: 1-855-673-2532.

The Company's email address for all customer service issues including the receipt of service information and promotional offerings is: mark.boyles@logmein.com.

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**1.3            Contacting The Company**

The Company may be contacted during normal business hours (9:00 am – 5:00 pm) as indicated below:

GetGo Communications LLC  
10 Exchange Place, Suite 1710  
Jersey City, NJ 07302

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The Company's toll free customer service number is: 1-855-673-2532.

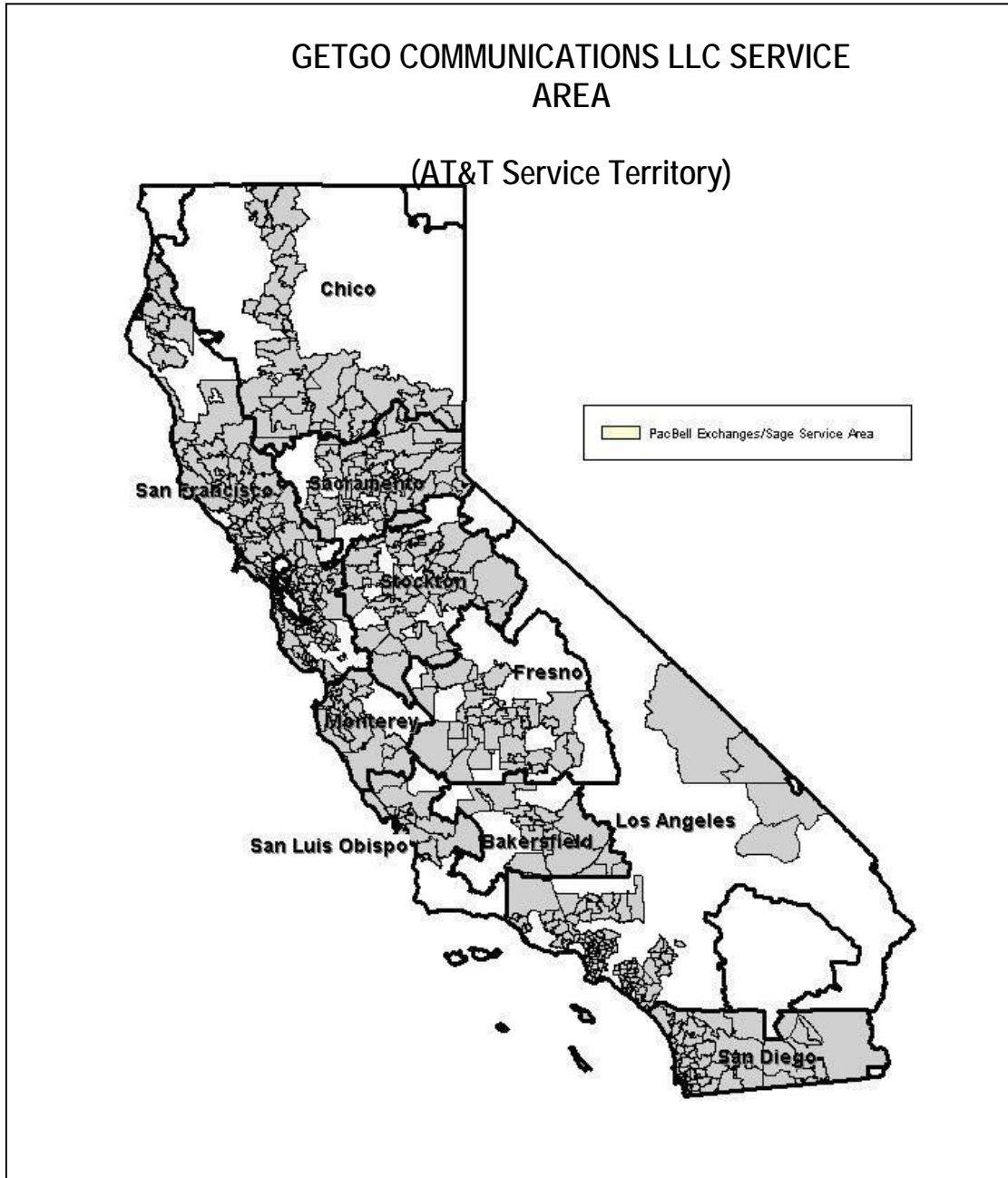
The Company's email address for all customer service issues including the receipt of service information and promotional offerings is: [mark.boyles@logmein.com](mailto:mark.boyles@logmein.com).

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**1.4 Service Areas**

The Company is certified to provide 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 and Verizon California Inc.





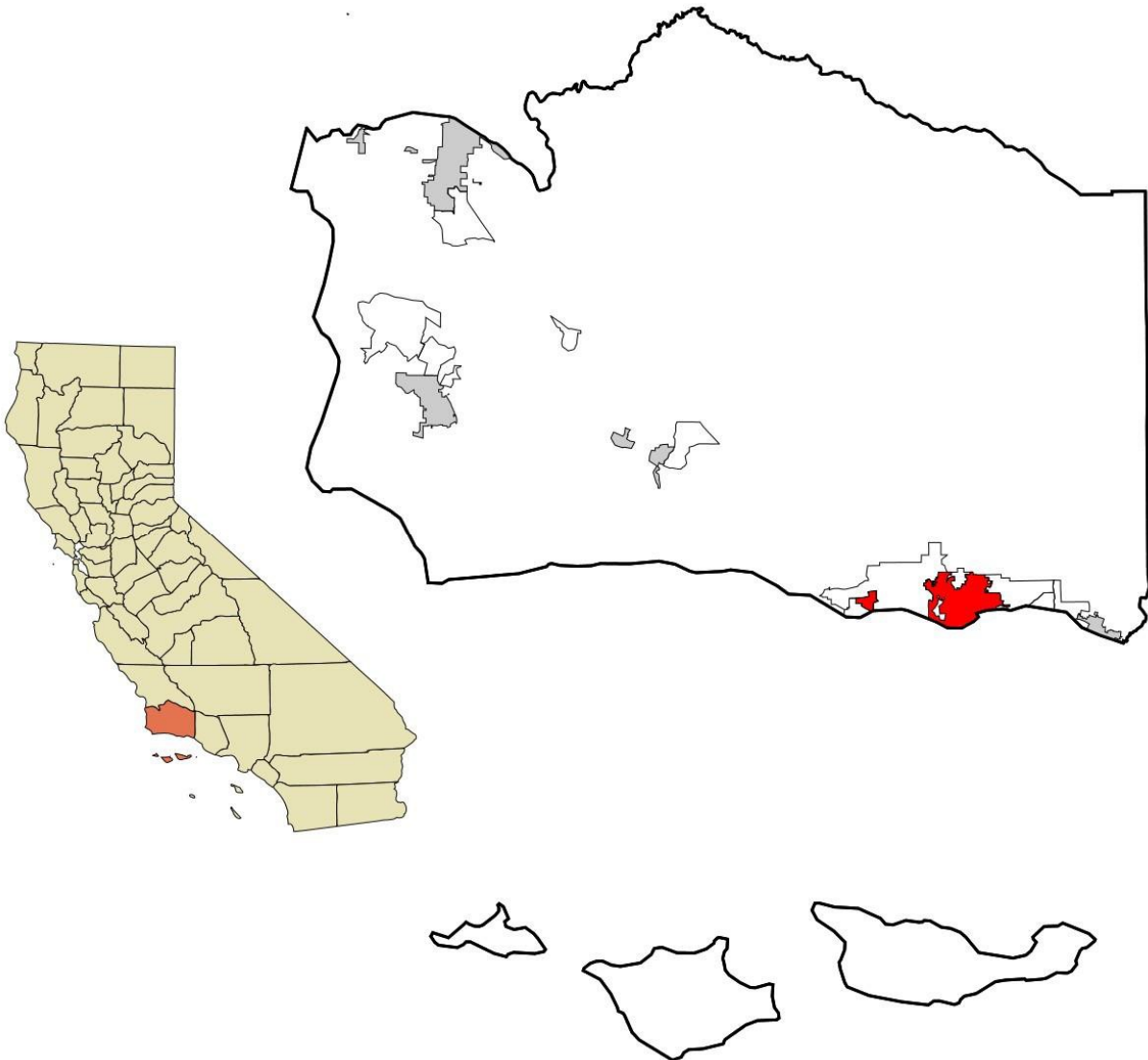
INTRASTATE INTEREXCHANGE SERVICES

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**1.4 Service Areas (Cont'd)**

**GETGO COMMUNICATIONS LLC SERVICE AREA**

(Verizon California Inc. Service Territory – Santa Barbara Exchange)



INTRASTATE INTEREXCHANGE SERVICES

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**1.5 List of Schedules**

**1.5.1 Alphabetical**

<b>SCHEDULE</b>	<b>TARIFF SECTION</b>
California Lifeline Program	5
Intrastate Interexchange Services	3
Preliminary Statement	1
Rules	2
Sample Forms	4
Taxes and Surcharges	6

**1.5.2 Numerical**

<b>SCHEDULE</b>	<b>TARIFF SECTION</b>
Preliminary Statement	1
Rules	2
Intrastate Interexchange Services	3
Sample Forms	4
California Lifeline Program	5
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INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES**

**No. 1 – Definitions**

Certain terms used generally throughout this tariff are defined below.

**Advanced Payment:** Part or all of a payment required before the start of service.

**Authorized User:** A person, firm or corporation that is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

**Common Carrier:** Any individual, partnership, association, joint-stock company, limited liability company, trust, governmental entity or corporation engaged for hire in intrastate communications by wire or radio between two or more exchanges.

**Company:** Used throughout this tariff to indicate GetGo Communications LLC.

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**Customer:** The Common Carrier, person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Date of Presentation:** The date upon which a bill or notice is mailed or delivered by the Company to the Customer.

**Dedicated:** A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

**End Office:** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with an NPA-NXX code.

**End User:** A person or entity that subscribes to any Local Exchange Service offered under the Company's California P.U.C. Schedule No. 1-T and that has been assigned one or more telephone number(s) within a central office code (NPA-NXX) directly assigned to the Company.

**Exchange Telephone Company:** Denotes any individual, partnership, association, joint-stock company, limited liability company, trust, or corporation engaged in providing switched communication within an exchange.

**Individual Case Basis:** A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 1 – Definitions (Cont'd)**

**Joint User:** A person, firm or corporation that is designated by the Customer as a user of Advanced Communications Service furnished to the Customer and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Local Calling Area:** The Company's local calling areas for basic service rates mirror the local calling areas described in the dominant LEC tariff for that region. The AT&T California local calling area/zone descriptions can be found in the AT&T California Schedule Cal. P.U.C. No. A5, Section 5.2.1.

**Local Distribution Channel:** The physical wires that run from the subscriber's telephone set, or PBX or key telephone system, to the telephone company central office.

**Local Exchange Carrier:** A company that furnishes local exchange telephone services.

**Premises:** A building, portion of a building in a multi-tenant building, or buildings on a continuous property not separated by a highway. May also denote a customer-owned enclosure or utility vault located above or below ground on private property or on Customer acquired right-of-way.

**Recurring Charges:** The monthly charges to the Customer for services, facilities, and equipment which continue to apply for duration of the service.

**Service Commencement Date:** The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 1 – Definitions (Cont'd)**

**Service Termination Date:** The date on which Company-provided service is discontinued or on which control of the facility is returned to the owner of the facility or is transferred to another provider to fulfill an order originated by that customer. Such date shall follow the Customer's request for service termination or discontinuance, or shall follow the Company's notice to the Customer that the service or use of the facility will be terminated or discontinued.

**Serving Wire Center:** The wire center from which the Customer designated premises would normally obtain dial tone from the Company.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several Customers; or a Customer or any other person authorized by the Customer to use service provided under this tariff.

**Telephone Exchange Service:** A telephone exchange service is:

- (1) A service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or
- (2) A comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.

**User:** An Authorized User, Customer, or Joint User at whose Premises the Company furnishes service.

**Wire Center:** A building in which one or more end offices, used for the provision of Telephone Exchange Services, are located.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 2 – Description of Service**

A. The Company undertakes to furnish business and residential interexchange services pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of California.

B. Service is offered for intrastate interexchange calling to Customers pursuant to the terms of this tariff. Descriptions applicable to specific offerings are found in the Rate Schedules contained in Section 3 of this tariff. The Company's intrastate interexchange services are only provided to Customers subscribed to the Company's local exchange services.

C. Service is available 24 hours a day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

D. Services are offered via the Company's facilities (whether owned, leased or under contract) in combination with resold services provided by other certified carriers.

E. The Company reserves the right to limit or to allocate the use of existing facilities or additional facilities offered by the Company, when necessary because of lack of facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue service when the Customer is using the service in violation of law or the provisions of this tariff.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 3 – Application for Service**

Service is installed by arrangement between the Company and the Customer.

A. Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.

B. Within 7 days of accepting the service order, the Company will provide a confirmation letter to the Customer setting forth all applicable rates, terms and conditions for each service ordered. The letter must be in language other than English if the sale was in another language.

C. Potential customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

Cancellation of Application for Service:

D. Customers may cancel any request for tariffed service without penalty after the Company sends the written confirmation described in "B" above.

E. When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

F. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply. This charge will however not exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

G. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies.

Cancellation of Service:

H. The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

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

I. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the Customer of his or her obligation to pay any charges incurred under the Service Order and this tariff prior to termination.

Termination Liability:

J. Unless otherwise specified in individually negotiated contracts, the termination liability for services purchased under a term agreement will be equal to the lesser of either:

1. 20% of the balance of the total billing payable during the life of the term, or
2. the difference between the monthly rate for the selected term plan and the monthly rates for the longest term plan that the Customer could have satisfied prior to early discontinuance of service.



INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 4 – Contracts**

A. Contracts will only be used in special circumstances for Individual Case Basis ("ICB") service offerings or Special Construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. ICB arrangements will be filed in accordance with G.O. 96-B.

INTRASTATE INTEREXCHANGE SERVICES

**2.0 RULES (Cont'd)**

**No. 5 – 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; and
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.
7. Each bill shall also include the following statements:

If you believe there is an error on your bill or have a question about your service, please call **GetGo Communications, LLC** customer support at **(781) 850-1583**.

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If you are not satisfied with **GetGo Communications, LLC**'s response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:

Telephone	1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)
Mail	California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

INTRASTATE INTEREXCHANGE SERVICES

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If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

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Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to- Speech	English &	1-800-854-7784
	Spanish	

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 5 – Special Information Required On Forms (Cont'd)**

A. Customer Bills (Cont'd)

If your complaint concerns interstate\* or international calling, you may contact the Federal Communications Commission at:

Federal Communications Commission  
Consumer Complaints  
445 12th Street SW. Washington, D.C. 20554

Toll Free: 1-888-225-5322  
TTY: 1-888-835-5322  
Email: [fccinfo@fcc.gov](mailto:fccinfo@fcc.gov)

\* The California Public Utilities Commission handles complaints for both interstate and intrastate unauthorized carrier changes (“slamming”).

The California Public Utilities Commission requires all telecommunications carriers to follow certain consumer protection rules. Your rights and those rules are available online, at [www.cpuc.ca.gov](http://www.cpuc.ca.gov).

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, 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 the discontinuance of service, or after 12 months of service, whichever comes first. However, 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."

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 6 – Establishment and Reestablishment of Credit**

A. Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposit shall not be required if the applicant:

1. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
2. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the Company or another local carrier whose credit practices are acceptable to the Company.
3. The Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 7 – Advance Payments and Deposits**

**A. Advance Payments**

At the time an application for service is made, an applicant may be required to pay an estimated advance payment amount for the first month's service charges and/or the service connection and/or equipment charges plus applicable taxes, fees, and surcharges as well as nonrecurring charges for any required special construction. The advance payment will be applied to the customer's first invoice. Any resulting credit balance or remaining balance owed will be reflected on the customer's first invoice.

Advance payments received by the Company in funds other than credit card, MoneyGram, Western Union Quick Collect, or Ace Cash Express may delay service implementation for up to 5 business days after payment is honored. The amount of the advance payment is credited to the Customer's account on the first invoice rendered. An advance payment may be required in addition to a deposit.

**B. Deposits**

1. The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. A Customer's or applicant's failure to pay any required deposit by the date service is requested shall be grounds sufficient for the Company to refuse service to the Customer or applicant until such time as the deposit is received by the Company in immediately available funds.

2. Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

3. Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for. In the event the Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.

4. Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will be added to the deposit at a rate not less than 5% simple annual interest on the monthly unused balance, except under the following conditions: no interest shall be given if the customer has received a minimum of two notices of discontinuance of service for non-payment of bills in a 12-month period.

5. The interest rate applicable to all deposits shall be not less than the 3-month paper rate as published by the Federal Reserve Board from time to time.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 8 – Notices**

Notices provided to the Customer by the Company shall be as follows:

**A. Rate Information:**

1. Rate information and information regarding the terms and conditions of service shall be provided in writing upon request by a current or potential Customer. The Company shall notify all affected subscribers at least 25 days in advance of every proposed change in its subscribers' tariffed service agreements or non-term contracts that may result in higher rates or charges or more restrictive terms or conditions. No customer notice shall be required for minor rate increases or for rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and condition of service no later than the Company's next periodic billing cycle.

2. Should the Company provide information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company.

**B. Discontinuance of Service Notice**

1. Notice by customers:

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

2. Notice by the Company

Notice to disconnect service for nonpayment of bills shall be provided in writing by first class mail to the Customer not less than 7 calendar days prior to termination. Each notice shall include all of the following information:

- a. The amount that is delinquent.
- b. The date when payment or arrangements for payment are required in order to avoid termination.
- c. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
- d. The procedure the Customer may use to request amortization of the unpaid charges.
- e. The telephone number of a representative of the Company who can provide additional information or institute arrangements for payment.
- f. The telephone number of the Consumer Affairs Bureau of the California Public Utilities Commission where the Customer may direct inquiries.
- g. Notification that local service may not be discontinued for nonpayment of Category II or other unregulated competitive services.
- h. The Company's name.
- i. The name and address of the Customer, and the telephone number(s) associated with the delinquent account.

**2.0 RULES (Cont'd)**

**No. 8 – Notices (Cont'd)**

C. Regarding Change in Ownership or Identity

The Company will notify Customers in writing of a change in ownership or identity of the Company on the Customer's next monthly billing invoice.

D. Rules for Company Notices

Notices the Company sends to Customers, or to the Commission, will be a legible size and printed in a minimum point size of ten (10) and are deemed made on the Date of Presentation.



INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 9 – Issuance and Payment of Bills**

A. The Customer is responsible for payment of all charges for service furnished to the User. Bills are due and payable on the date of presentation.

B. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payments may be made by cash, check, money order, or cashier's check.

C. The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full within twenty-two (22) days of the due date specified on the billing invoice may be considered delinquent and subject to a late fee of 1.5% of the net total of the bill. The late payment date will be prominently displayed on the Customer's bill and will be at least twenty-two (22) days after the Date of Presentation on the billing envelope. Subscribers shall not be liable for the late payment charges on disputed amounts that are resolved in the subscriber's favor.

D. If a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Customer followed by a written notification of such demand sent by first class mail. If the requested payment is not made within 7 days from the rendition of written notification or a mutually established late payment arrangement date, the usage charge will be deemed delinquent. Charges considered delinquent may be subject to a late fee of 1.5% per month of the bill remaining unpaid. This amount will be assessed from the date payment was due.

E. The Company shall credit payments effective the business day payments are received by the carrier or its agent.

F. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. Invoices are available electronically and in paper form at the Customer's discretion. The Paper Invoice Fee of \$0.99 per month shall be waived for any Customer who elects the Company's Green Electronic Billing Option and forgoes receipt of paperbills.

G. A bill shall not include any previously unbilled charge for intrastate service furnished prior to three months immediately preceding the date of the bill, and five months for collect calls and third party calls. This limitation on backbilling does not apply in cases involving subscriber fraud.

H. Any objections to bill over-charges must be reported to the Company or its billing agent within three years after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 9 – Issuance and Payment of Bills (Cont'd)**

I. Multi-Account, Multi-Brand and Multi-Affiliate Credit and Collections Practices

The Company may collect on behalf of itself and/or its affiliates or brands in one or more transactions as permitted by law. In an effort to satisfy any outstanding account balance(s) of the Customer for previously-billed products or services, the Company may apply any credit balances of the Customer from one of the Customer's existing or previous accounts to another of the same Customer's existing or previous accounts and the Company may apply any credit balances of the Customer from one Company affiliate or brand to another. In all such instances, the Customer shall remain responsible for any remaining unsatisfied balances, for any fees or taxes, and for any additional balances incurred.

J. The Company may assess up to twenty-five dollars (\$25) for each returned check or credit card chargeback.

K. Any prorated bill will use a thirty-day (30-day) month to calculate the pro-rata amount. Prorating will apply to recurring charges only; all non-recurring and usage charges incurred during the billing period will be billed in addition to the prorated amounts.

L. The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills the following fees will apply:

Bills dated within 90 days prior to receipt of request	\$1.00 per bill
Bills dated more than 90 days but less than 12 months	\$5.00 per bill
Bills dated more than 12 months; less than 48 months	\$20.00 per bill

The Company will not provide a second copy of a bill that is more than 48 months old.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 10 – Disputed Bill Procedure**

A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted to mutual satisfaction, the Customer may make the following arrangements:

1. First, the Customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount. The Company shall reach a determination and communicate it to the Customer within 30 days.
2. The undisputed portion of the bill must be paid by the due by date (no sooner than 22 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
3. If there is still disagreement after the investigation and review by a manager of the Company, the Customer may appeal to the California Public Utilities Commission's Consumer Affairs Branch ("CAB") for its 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 seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the due by date shown on the bill.
4. The Company shall respond to CAB's requests for information within ten (10) business days.
5. CAB will review the claim of the disputed amount, communicate the result of its review to the Customer and Company and make disbursement of the deposited amount.
6. After the investigation and review are completed by the Company as noted in Paragraph 1 above, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

7) The CPUC address:

California Public Utilities Commission  
Consumer Affairs Branch  
505 Van Ness Avenue, Room 2003  
San Francisco, CA 94102  
1-800-649-7570

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INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 11 – Discontinuance and Restoration of Service**

A. Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of termination. Such notice may be either in writing or verbal. Customers remain responsible for payment of all bills for services furnished.

B. Termination will not occur unless payment has not been made to the Company by the due date specified on the Customer's billing invoice, which will be at least twenty-two (22) days after the Date of Presentation on the billing envelope.

C. Service may be discontinued for nonpayment of bills provided notice of the proposed discontinuance is provided pursuant to Rule 8.B.2 of this tariff.

D. Service will not be initially terminated on any Saturday, Sunday, legal holiday or any other day the Company's service representatives are not available to serve Customers.

E. The Company may terminate service, with at least seven (7) days' written notice to the Customer, for non-compliance with Commission regulations, for failure of the Customer to adhere to contractual obligations, and for failure of the Customer to permit the Company to have reasonable access to its equipment.

F. The Company may terminate service without notice in the event of any of the following occurrences: hazardous conditions on the Customer's premises; the Customer's maintaining and/or operating its own equipment in such a manner as to adversely affect the Company's equipment or service to others; Customer tampering with the Company's equipment; the Customer's unauthorized or illegal use of the Company's service or equipment; or the acts of the Customer are such as to indicate intention to defraud the Company (including fraudulently placing and receiving calls and/or providing false credit information). The Company reserves the right to block services to any Subscriber location without any liability whatsoever, in the event that the Company detects or reasonably suspects fraudulent or unlawful use of the services at said location. Abuse or fraudulent use of service or facilities of the Company include use for a call or calls anonymous or otherwise, in a manner reasonably to be expected to frighten, abuse, torment or harass employees of the Company and/others.

G. For residence services disconnected for nonpayment, the Company must continue to provide access to 911 services to the Customer for so long as the facilities or telephone number remain under the Company's control.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 11 – Discontinuance and Restoration of Service (Cont'd)**

H. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorney's fees of the Company as determined by CPUC or by the court.

I. Service will not be discontinued for nonpayment of Category III services, as defined by the CPUC.

J. Restoration of Service

The customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for reconnection of service after disconnection (see Section 1.7.3 for the rates); if, however, the equipment necessary for service has been removed, a complete installation fee will apply. The Company may refuse to honor any Customer's personal check, draft, or other instrument if, in the preceding twelve (12) months, the Customer had twice submitted payments that were subsequently dishonored. Exceptions shall be made when the payment(s) had been dishonored due to bank error.

INTRASTATE INTEREXCHANGE SERVICES

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**2. RULES (Cont'd)**

**No. 12 – Information on Services and Promotional Offerings**

Please see Section 1.3 of this tariff for guidance on obtaining information on Services and Promotional Offerings.

GetGo Communications LLC  
10 Exchange Place, Suite 1710  
Jersey City, NJ 07302  
U-7241-C

Schedule Ca. P.U.C. No. 3-T  
Original Ca. P.U.C. Sheet 30

INTRASTATE INTEREXCHANGE SERVICES

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Val Advice Letter #: 14  
Decision #: 13-01-013

Issued By:  
Val Ilchenko  
Counsel

Date Filed: February 13, 2018  
Effective: February 15, 2018

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 13 – Temporary Service**

A. Conditions precedent to rendering temporary service or service to speculative projects will be developed on an Individual Case Basis. The Company will not provide temporary service or service to speculative projects unless in its judgment such service provision is consistent with the best interests of the Company and its Customers.



INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 14 – Continuity of Service**

A. The Company will not provide a credit allowance for interruption of service caused by the Customer's facilities, equipment, or systems.

B. Credit Allowance for Interruptions

1. For calculating credit allowances, every month is considered to have 30 days. A credit allowance may be applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

2. An interruption credit allowance is determined by (I) calculating the Average Station Value for one full day (Average Station Value divided by 30 days) (II) multiplying the result of (I) by the "credit" as specified following then (III) multiplying the result of (II) by the number of stations affected.

Interruption of 24 Hours or Less —

Length of Service Interruption	Credit
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 day
3 hours up to but not including 6 hours	1/5 day
6 hours up to but not including 9 hours	2/5 day
9 hours up to but not including 12 hours	3/5 day
12 hours up to but not including 15 hours	4/5 day
15 hours up to 24 hours inclusive	One day

3. Two or more interruptions of 30 minutes or more during any period up to but not including 3 hours, shall be considered as an interruption.

4. Interruptions Over 24 Hours and less than 72 hours:

Credit will be allowed in 1/5 day multiples for each 3 hour period of interruption or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

5. Interruption Over 72 hours:

Credit will be allowed in 2 day multiples for each full 24 hour period of interruption or fraction thereof. No more than 30 day's credit will be allowed for any period of 1 month.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No.14 – Continuity of Service (Cont'd)**

C. Limitation on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, Authorized User, Joint User, or other Common Carrier providing service connected to the service of the Company.
2. Interruption due to the failure or malfunction of non-Company equipment.
3. Interruptions of service during any period in which the Company is not given access to the premises for the purpose of investigating and correcting interruptions.
4. Interruptions of service during any period when the Customer, Authorized User, or Joint User has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements.
5. Interruption of service due to circumstances or causes beyond the control of the Company.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 15 – Extension of Lines or Mains**

The Company, under certain satisfactory conditions determined solely by the Company, may provide extensions of lines or mains to Customers. There will be no cost to the customer for this service, if the Company, in its sole determination, decides the action is technically feasible and operationally supportive.

All policies and practices regarding advances and utility contributions to individuals and developers, deposits, refunds, ownership and maintenance relative to such action will be subject to, and carried out in conformance with, the rules of the California P.U.C.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 16 – Service Connection and Facilities on Customers' Premises**

- A. If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- B. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- C. The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- D. The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 17 – Measurement of Service**

A. Where the charges for service are specified based upon distance, the following rules apply:

Distance between two points is measured as airline distance between the wire centers of the originating and terminating telephone lines. The wire center is a set of geographic coordinates, as referenced in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Except that, until the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. NO. 4 is revised to include certain Company wire centers, the airline distance will be determined utilizing the applicable “V” (vertical) and “H” (horizontal) coordinates on an individual case basis.

The airline distance between any two wire centers is determined as follows:

1. Obtain the “V” and “H” coordinates for each wire center from the above referenced NECA tariff.
2. Compute the difference between the “V” coordinates of the two wire centers; and the difference between the two “H” coordinates.
3. Square each difference obtained in step (2) above.
4. Add the square of the “V” difference and the square of the “H” difference obtained in step 3.
5. Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
6. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airlinemileage.
7. Formula:

Square root of  $(1/10 \text{ times } (V1 - V2)^2 + (H1 - H2)^2)$

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 18 – Limitation of Liability**

- A. The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. Except as provided in Rule 10, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company shall in no event exceed the amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. 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 utilities.
- E. Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customer's service.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 19 – Use of Service**

A. Service may be used by the Customer for any lawful purpose for which the service is technically suited.

B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All rights, title and interest to such items remain, at all times, solely with the Company.

C. Any service provided under this tariff may be resold to or shared (jointly used) with other persons at the Customer's option. Service may only be resold or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, resold or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

D. Any individual or company who uses or receives service from the Company, other than pursuant to the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

E. The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition.

F. Unauthorized Use

1. Service shall not be used to make unlawful expression, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass.

2. Service shall not be used for any purpose in violation of law.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 19 – Use of Service (Cont'd)**

G. The Company may refuse, suspend, limit, or cancel a Customer's service, without prior notice, in the event that the usage or acts of the customer are such to indicate intention to defraud the Company, to abuse or harass others, or to partake in similar activities. This includes fraudulently placing and receiving calls and/or providing false credit information, or misrepresentation of the Customer's identity for the purpose of obtaining basic local exchange service.

H. Abuse, fraudulent use, harassment, and like terms include, but are not limited to situations described herein:

1. the use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
2. the use of profane, obscene or otherwise threatening language;
3. the impersonation of another with fraudulent intent;
4. the use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;
5. the use of the service for any purpose other than as a means of communication;
6. 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 the payment of the applicable local message charge or message toll charge; and
7. the obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or part, of the regular charge for such service.

I. The Company may refuse to provide service at an address where service has been discontinued for non-payment of bills for any service subject to this tariff if it is determined that the nonpayment customer or real users of the service still reside at the address.

J. The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

Pursuant to a wholesale supplier's contractual provision, the Company may not be able to provide more than ten lines per service location to new customers. Existing customers with more such lines that are disconnected and later reconnected will be restricted to the applicable line maximum per service location.

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INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 20 – Responsibility of the Customer**

A. The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User. The Customer also is responsible for the payment of charges for all calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

B. Except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, the Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer or others. The Customer shall reimburse the Company for all costs, expenses and fees, including reasonable attorneys' fees, incurred by the Company in its defense against such actions.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 21 – Special Construction**

A. Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges will be based on the costs incurred by the Company (including return) and may include:

1. nonrecurring charges;
2. recurring charges;
3. termination liabilities; or
4. combinations of 1, 2, and 3.

B. 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 a Customer.

The period on which the termination liability is based is the estimated service life of the facilities provided.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 22 – Non-routine Installation and/or Maintenance**

At the Customer's request, installation and/or 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. 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 Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.0 RULES (Cont'd)**

**No. 23 – Individual Case Basis (ICB) Arrangements**

Rates for 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 service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. ICB arrangements will be filed pursuant to CPUC rules in G.O. 96-B.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 24 – Privacy**

A. The release by the Company of non-public Customer information is restricted by the decisions and regulations promulgated by the CPUC as well as the California Public Utilities Code, specifically Decision 92860, as modified, and Public Utilities Code Sections 2891, 2891.1, and 2893. For each new customer, and on an annual basis for continuing customers, Company shall provide in writing a description of how the carrier handles the Customer's private information and a disclosure of any ways that such information might be used or transferred that would not be obvious to the Customer. The Company is subject to the credit information and calling record privacy rules set forth in Appendix B of Decision nos. 92860 and 93361, except as modified by Decision Nos. 8306-066, 83-06-073, and 83-09-061.

B. The Company may not release confidential Customer information, credit or financial information, or any other confidential information about a Customer, including information about a Customer's spending patterns, to their affiliates or to other third parties, without the Customer's informed, written consent.

C. Furthermore, the Company may have occasion to sell or license lists of its residential Customers. In the event that the Company does provide such information to third parties, such lists will not include the telephone numbers of any Customer assigned an unlisted or unpublished number without the Customer's written permission.

D. 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. Confidential information may be released: (1) to affiliates of the Company, or to others, to the extent necessary to provide and bill for telecommunications services; (2) to a law enforcement agency or other public agency for the purpose of responding to an emergency ("911"); (3) to law enforcement personnel in possession of a valid search warrant for the information sought; (4) if required to turn over such information by a court order; or (5) if otherwise required by law. In addition, information about unpaid charges may be released to a collection agency for the purpose of collecting a debt, subject to the requirements of all applicable laws.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 24 – Privacy (Cont'd)**

Appendix B of CPUC Decision 93361, as modified by subsequent decisions, sets forth the privacy rules for credit information and calling records. This Appendix is reprinted below in its entirety.

APPENDIX “B”

“Release of Credit Information and Calling Records

A. Definitions

1. Credit Information

A subscriber’s credit information is the information contained in the subscriber’s utility account record, including but not limited to: account established date, “can-be-reached” number, name of employer, employer’s address, subscriber’s social security and/or driver’s license number, billing name, location of previous service. Not included in subscriber credit information for purposes of these rules are: nonpublished subscriber information, or subscriber’s name, address, and telephone number as listed in the telephone directory.

2. Calling Records

Calling records are the records of calls made from a subscriber’s telephone no matter how recorded and regardless of whether such information appears in the subscriber’s monthly telephone service bill. Toll records and pen registers are examples of calling records.

B. Release of Subscriber Credit Information and Calling Records

A subscriber’s credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

1. Upon receipt of a search warrant obtained pursuant to California or federal law; or
2. Upon making a return to a subpoena or subpoena duces tecum, when in fact authorized by a state or federal judge to divulge the information or records.
3. In the case of civil or administrative subpoenas, upon notifying the subscriber that a subpoena has issued and affording that subscriber at least ten days to move to quash the subpoena; or
4. Upon receiving permission of the subscriber to release the information.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 24 – Privacy (Cont'd)**

C. Notification to the Subscriber

1. Except as provided below, the subscriber whose credit information or calling records are requested by judicial subpoena or search warrant shall be notified by the utility by telephone the same day that the subpoena or search warrant is received (only one attempt by telephone is necessary.) Telephone notification, whether successful or not, shall be allowed by written notification within twenty-four hours after the receipt of the subpoena or warrant.
2. Both oral and written notification shall state that a judicial subpoena or search warrant was received for credit information or calling records for the specified dates and telephone numbers, and provide the name of the agency making the request.

D. Deferral of Notification

1. Notification to the subscriber will be deferred, and no disclosure made for a period of 90 days if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is probable cause to believe notification to the subscriber would impede the investigation of an offense pursuant to which the subpoena or warrant was issued. Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the subscriber of its receipt of the subpoena before divulging the information or records requested.
2. The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification to the subscriber would impeded the investigation of an offense pursuant to which the subpoena or warrant was issued.
3. Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant or, if that person is unavailable, be another member of the authorized agency who also certifies that he or she has been assigned to handle the matter for which the credit information or calling records has been obtained.
4. Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the subscriber in accordance with (C) above.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 24 – Privacy (Cont'd)**

E. Exception to Procedure for Release or Credit and Calling Records

1. The procedure set forth above does not apply where the requester is a collection agency working for the utility on the subscriber's account or is an independent telephone company or BellCompany.

F. Retention of Records

1. Records of request for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the subscriber is notified in writing of the request. A copy of the letter of notification which was sent to the subscriber shall also be retained for a like period of one year."



INTRASTATE INTEREXCHANGE SERVICES

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**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"

1. "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 sued 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 immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.
2. Any person aggrieved by an 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.
3. 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.
4. 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.

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

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

5. 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.

6. 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 even 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.

7. 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.

8. The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.

9. 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."

INTRASTATE INTEREXCHANGE SERVICES

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**2.0 RULES (Cont'd)**

**No. 26 – Blocking Access to 900 and 976 Information Services**

At the request of a customer, Company shall block that Customer's address to 900 and 976 pay-per call telephone information services. Company shall inform its Customers of the availability of this service at the time local service is ordered. This blocking service shall be made available free of charge to residential Customers, although Company may impose a charge if the Customer asks for deactivation of blocking.

INTRASTATE INTEREXCHANGE SERVICES

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**3.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

**3.1 General**

The Company provides intrastate interexchange services, including direct-dialed message telecommunications services and 800/888/877/866 service to residential and business Customers who also subscribe to the Company's Local Exchange Services, as described in the Company's Local Exchange tariff (Schedule Ca. P.U.C. No. 1-T). Intrastate interexchange services are only provided in conjunction with the Company's local exchange services, and no alternative arrangements will be made to provide these services to a Customer that is not subscribed to the Company's local exchange service. Each service is offered via Company's facilities, conventional network elements purchased from other local or inter-exchange carriers, or via resale of facilities of other local or inter-exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

Residential service offerings that include unlimited usage are limited to use for residential voice applications. This includes service offerings providing for unlimited local usage, unlimited intraLATA usage and/or unlimited interLATA usage. No commercial use of any form is permitted for such unlimited service offerings. Incidental calling for dial-up internet access, for data and fax type applications and for other similar restricted uses reflected in this tariff is permitted up to a maximum of 1200 minutes within any thirty-day period; any such usage beyond this threshold shall be presumed to be non-residential in nature. If, at any time, the Company determines that the Customer's usage is non-residential or is not consistent with use for residential voice applications, the Company may immediately take actions to enforce adherence to this tariff and to the Company's Statement of Terms and Conditions of Service that are applicable to interLATA and international long distance. Such actions may include the transition to a higher tier within the Customer's existing service plan.

The Company will notify the Customer in writing when the previous month's usage exceeds that normally associated with residential voice applications. Such written notice will inform the Customer that a higher tier rate will apply if, after two additional months, the usage remains above usage thresholds established in the existing service plan. Customers whose excessive usage levels resulted in a higher rate will, upon request, qualify for the lower-tier rate(s) after three consecutive months of usage below usage thresholds established in the existing service plan.

INTRASTATE INTEREXCHANGE SERVICES

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**3.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES (Cont'd)**

**3.2 Charges Based on Duration of Use**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

3.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.

3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).

3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.

3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.

3.2.5 All times refer to local times.

3.2.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.

3.2.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).

3.2.8 Each call is rated and billed in whole cents. Any rated call with a fraction of a cent less than \$0.004 will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent \$0.005 or greater will be rounded up to the nearest whole cent.

INTRASTATE INTEREXCHANGE SERVICES

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**3.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES (Cont'd)**

**3.3 Product Descriptions**

The Company, through its interconnection agreement with AT&T California, will provide free telephone directory services to its Customers of the following Products. This includes listings in the AT&T California White Pages directory and directory assistance database. This service also provides for the annual delivery of the White Pages directory. One (1) directory per residential household and one (1) directory per business line will be provided at no charge. Additional directories can be purchased at the request of the customer.

3.3.1 Switched Outbound (1+)

Service provides Company Customers with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network bearing the designation of any central office exchanges outside the Customer's local calling area. This service is available on a switched basis only.

This service is available to Local Exchange Services Customers of Company pursuant to the terms and conditions of Company's Tariff Schedule Cal. P.U.C. No.1-T.

3.3.2 Inbound Only Toll Free Service (8xx)

Toll Free Service is an inbound-only service that allows callers located anywhere in the State of California to place Toll Free Calls to Customers by dialing an assigned telephone number with an 8XX area code. The Company provides Switched Toll Free Service only. Calls may be terminated either to the Customer's local exchange telephone service or dedicated access line.

3.3.3 [Reserved For Future Use]

3.3.4 Directory Assistance

Directory Assistance ("DA") is a Service that provides Customers with access to telephone number information. Access is obtained by direct dialing 1 + (Area Code) 555-1212 for InterLATA DA or 1-411 for Local/IntraLATA DA.

3.3.5 Operator Services

Operator Services involve assisting Customers with the placement of telephone calls, including collect calls, calling cards, credit card calls, person-to-person calls, third party calls, and other related operator services as well as the obtaining of related information. The Company provides this service for local and intraLATA calls. All other operator assisted calls will be routed to the Company's underlying carrier.

INTRASTATE INTEREXCHANGE SERVICES

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**3.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES (Cont'd)**

**3.4 Rates and Charges**

3.4.1 Switched Outbound (1+)

A. For all Customers except Basic Local Service customers who choose Company as their intraLATA toll and interLATA long distance provider unless otherwise noted.

Standard Rate per Minute	\$0.07
Discount* Rate per Minute	\$0.06

\*Discount is available on select plans as identified in Company's Local Exchange tariff. The standard rate for the basic local service plan is \$0.15.

B. For Customers who do not choose Company as both their intraLATA toll and interLATA long distance provider.

	Rate per Minute
Basic Local Service – IntraLATA Toll	\$ 0.25 where Company is the carrier
Basic Local Service – InterLATA	\$ 0.25 where Company is the carrier
IntraLATA Toll Calls	\$ 0.15 where Company is the carrier
InterLATA Long Distance Calls	\$ 0.15 where Company is the carrier

C. The duration of each call is rounded up to the nearest minute.

D. For Basic Local Service Customers who choose Company as their intraLATA toll and interLATA long distance provider.

Standard Rate per Minute	\$0.25
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A discounted per minute rate is available on Basic Local Service at the Customer's request for a monthly recurring charge of \$4.99.

Discounted Rate per Minute	\$0.10
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3.4.2 Toll Free Service (8xx)

A. The rate per minute is \$ 0.15. A \$0.50 per call surcharge will apply to all calls placed from a payphone.

B. The duration of each call is rounded up to the nearest minute.

3.4.3 [Reserved for Future Use]

INTRASTATE INTEREXCHANGE SERVICES

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**3.0 INTRASTATE INTEREXCHANGE TELECOMMUNICATIONS SERVICES (Cont'd)**

**3.4 Rates and Charges (Cont'd)**

3.4.4 Directory Assistance

A. InterLATA Directory Assistance calls (1 + (Area Code) 555-1212), other than calls placed to 8xx toll free DA:

Per call rate: \$ 1.99

B. Calls placed to 800/888 toll free DA

Calls placed to 800/888 toll free DA are provided at no charge to the Customer.

3.4.5 Operator Services

A. All usage associated with operator assisted calls will be charged the per minute rates as stated in Section 3.4.1.

B. In addition to applicable usage charges, the following operator-assisted charges will apply:

Person-to-Person  
IntraLATA

\$ 4.00 per call

Station-to-Station  
IntraLATA

\$ 1.55 per call



COMPETITIVE LOCAL CARRIER

4.0 SAMPLE FORMS

**No. 1. Disconnection Notice**

Date:  
Customer Name  
Address  
City, State zip  
Account #  
Total Balance Due: XXX.XX

## Notice of Discontinuation of Service

Dear (Customer's Name):

We are writing to you in regard to the telephone account in the name of (CUSTOMER NAME) at the address (CUSTOMER ADDRESS). This account is now delinquent in the amount of (AMOUNT). This is to advise you that the telephone service at this address will be discontinued unless payment, or arrangements for payment, of the amount due is made within seven (7) days of the date of this letter.

If you believe there is an error on your bill or have a question about your service, please call **GetGo Communications, LLC** customer support at **(781) 850-1583**. If you have any dispute as to the correct amount of you bill, you may request that Peerless Network (the "Company") conduct an investigation and review the disputed amount. This request must be made in writing to GetGo Communications, 10 Exchange Place, Suite 1710, Jersey City, NJ 07302. Attn: Collection Department. In order to avoid discontinuation of your telephone service while the Company investigates the disputed amount, you must make the request within (7) days of this letter. The request to investigate a disputed portion of your bill must also contain a payment of the undisputed portion of the bill, or the Company will terminate your service. The Company will not discontinue your service for failure to pay for unregulated competitive services.

T

If you are not satisfied with **GetGo Communications, LLC's** response, submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if you prefer not to submit your complaint online:

T

Telephone 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)  
Mail California Public Utilities Commission, Consumer Affairs Branch,  
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

COMPETITIVE LOCAL CARRIER

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If you have limitations hearing or speaking, dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If you prefer having your calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

T

Type of Call	Language	Toll-free 800 Number
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to- Speech	English & Spanish	1-800-854-7784

To avoid having service turned off while you wait for the outcome of a complaint to the CPUC **specifically regarding the accuracy of your bill**, please contact CAB for assistance. If your case meets the eligibility criteria, CAB will provide you with instructions on how to mail a check or money order to be impounded pending resolution of your case. You must continue to pay your current charges while your complaint is under review to keep your service turned on.

If you are unable to pay amount due in full at the time, you make a request that the Company agree to a deferred payment agreement. You may obtain information concerning a deferred payment agreement, and request that arrangements be instituted for a deferral payment agreement, by calling our Customer Service Department at 1-855-673-2532 during the Company's regular business hours Monday through Friday from 8 AM to 7 PM.

Sincerely,

Customer Service Department

1-855-673-2532  
Monday through Friday  
7:00 AM to 7:00 PM Pacific Standard Time

COMPETITIVE LOCAL CARRIER

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4.0 SAMPLE FORMS (Cont'd)

No. 2. **Past Due Notice**

Date:  
Customer Name  
Address  
City, State zip  
Account #

## Past Due Notice

Dear (Customer's Name):

Our records show that your account is past due in excess of XXX days. The intent of GetGo Communications is to assist our customers in meeting their telephone service needs. We would like to offer you assistance with payment options. Please contact us at 1-855-673-2532 to discuss these options.

Unfortunately, unless we hear from you and agree upon a payment plan by month, date, year then we will have to disconnect your service. A reconnection fee will be required, as if you ordered service for the first time, to restore your service after disconnection.

We value your business. Please do not leave us with disconnection as our only alternative. Please contact us immediately and let's discuss a payment arrangement.

Sincerely,

Customer Service Department

1-855-673-2532 Monday through Friday 7:00 AM to 7:00 PM Pacific Standard Time.

T

COMPETITIVE LOCAL CARRIER

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**4.0 SAMPLE FORMS (Cont'd)**

**No. 3. Return Check Charge**

Date:  
Customer Name  
Address  
City, State zip  
Account #

**Re: Returned Check**

Dear (Customer's Name):

This letter is to advise you that we have received a returned check for insufficient funds on your account.

A return check charge of \$XX.XX will be applied to your account along with your previous balance.

Please contact us at 1-855-673-2532 and make arrangements to pay your bill in full.

Sincerely,

Customer Service Department

1-855-673-2532  
Monday through Friday 7:00 AM to 7:00 PM Pacific Standard Time.

COMPETITIVE LOCAL CARRIER

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4.0 SAMPLE FORMS (Cont'd)

No. 4. **Deposit Receipt**

Date:  
Customer Name  
Address  
City, State zip  
Account #

**Re: Deposit Receipt**

Dear (Customer's Name):

We have received your deposit in the amount of (DEPOSIT AMOUNT).

**The deposit, less the amount of any unpaid bills for service furnished by GetGo Communications shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two (2) notices of discontinuance of service for nonpayment of bills in a 12-month period.**

T

If you need to speak to a Representative, please call 1-855-673-2532.

T

Thank you for choosing GETGO COMMUNICATIONS, LLC.

Sincerely,

Billing Department

COMPETITIVE LOCAL CARRIER

4.0 SAMPLE FORMS (Cont'd)

5. Consolidated Order Form

<b>Trunkline</b>	<input type="text"/>	<b>Access Number</b>	<input type="text"/>
<b>Customer Name</b>	<input type="text"/>		
<b>Customer Information</b>		<b>Service Contact Information</b>	
<b>Working Address</b>	<input type="text"/>	<b>Primary Contact</b>	<input type="text"/>
<b>Attention Line</b>	<input type="text"/>	<b>Phone Number</b>	<input type="text"/>
<b>City, State and Zip</b>	<input type="text"/>	<b>Email Address</b>	<input type="text"/>
<b>Billing Contact</b>	<input type="text"/>	<b>Secondary Contact</b>	<input type="text"/>
<b>Phone Number</b>	<input type="text"/>	<b>Phone Number</b>	<input type="text"/>
<b>Email Address</b>	<input type="text"/>	<b>Email Address</b>	<input type="text"/>
<b>Billing Service Address</b>	<input type="text"/>	<b>Primary REC Contact</b>	<input type="text"/>
<b>Attention Line</b>	<input type="text"/>	<b>REC Number</b>	<input type="text"/>
<b>City, State and Zip</b>	<input type="text"/>	<b>REC Email</b>	<input type="text"/>
<b>Translation Contact</b>	<input type="text"/>	<b>Test &amp; Train Up</b>	<input type="text"/>
<b>Phone Number</b>	<input type="text"/>	<b>Phone Number</b>	<input type="text"/>
<b>Email Address</b>	<input type="text"/>	<b>Email Address</b>	<input type="text"/>
<b>System Name</b>	<input type="text"/>		
<b>Instructions</b>	<input type="text"/>		
<b>Service/Service Order Information</b>			
<b>Service Address</b>	<input type="text"/>	<b>Service Type</b>	<input type="text"/>
<b>Subject</b>	<input type="text"/>	<b>ONU</b>	<input type="text"/>
<b>City, State and Zip</b>	<input type="text"/>	<b>Port Code</b>	<input type="text"/>
<b>Additional Service Information</b>	<input type="text"/>	<b>SNP Number</b>	<input type="text"/>
<b>Service date and time of service (if applicable)</b>	<input type="text"/>	<b>SNP/ONU</b>	<input type="text"/>
	<input type="checkbox"/>	<b>ONU</b>	<input type="text"/>
		<b>Test Number</b>	<input type="text"/>
<b>Service Order</b>			
<b>Will you require a VFP form?</b>		<b>Yes</b> <input type="checkbox"/>	<b>No</b> <input type="checkbox"/>
		<b>SNP P-Address</b>	<input type="text"/>
<b>Service Instructions</b>			
<input type="text"/>			



COMPETITIVE LOCAL CARRIER

4.0 SAMPLE FORMS (Cont'd)

6. Individual Case Basis Agreement

This Individual Case Basis (ICB) Service Agreement ("Agreement") is between GetGo Communications LLC, a Delaware Limited Liability Company, or its assigns ("the Company") at 10 Exchange Place, Suite 1710, Jersey City, NJ 07302, and \_\_\_\_\_ herein called "Customer"), whose address is \_\_\_\_\_.

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This Agreement is effective when signed by both the parties and subsequently approved by the California Public Utilities Commission ("CPUC") or Federal Communications Commission ("FCC"), as appropriate.

1. SERVICE TERM

Month-to-Month     1 Year     2 Year     3 Year     5 Year

The Service Term begins on the date the Service is installed, but in no event prior to the receipt of the required approval of the CPUC or FCC. Following the expiration of the term, the Agreement shall continue on a month-to-month basis, upon the terms and conditions and pricing then in effect and specified in the applicable tariff(s).

2. SERVICE

(a) Service Type and Quantity (check all that apply)

Calling Plan: \_\_\_\_\_

Access    Type: \_\_\_\_\_    Quantity: \_\_\_\_\_  
 Local     IntraLATA     Long Distance     Toll-Free     Calling Card  
 Point to Point    Type: \_\_\_\_\_    Quantity: \_\_\_\_\_  
 Calling Features: \_\_\_\_\_  
 Other (For Internet Service use Internet Agreement): \_\_\_\_\_

(b) ICB Arrangement (specific ICB rates must be listed): \_\_\_\_\_

(c) The telecommunications services offered by the Company under this Agreement are offered pursuant to the Company's tariffs, which are filed with the CPUC for intrastate services and with the FCC for interstate services. The services provided hereunder are offered under, and pursuant to, the pricing, terms, conditions and limitations as set forth in such tariffs. Customer agrees to abide by and be bound by the terms and conditions and applicable nonrecurring and monthly recurring charges of said tariffs and said tariffs are fully incorporated herein. The tariffs are available for review at the Company's offices. For services that are not tariffed, the terms and conditions of this Agreement shall govern, except that, for services provided hereunder that are also offered under one or more tariffs, in the event of a conflict between this Agreement and such tariff, the tariff shall control.

(d) This Agreement shall at all times be subject to such changes and modifications by the CPUC and the FCC, as said Commissions may, from time to time, direct in the exercise of their appropriate jurisdiction.

TERMS AND CONDITIONS CONTINUE ON REVERSE

By signing this form, I agree to pay all charges incurred on my account, including any applicable federal state or Local use, Excise, sales, privilege taxes, duties or similar liabilities by the stated due date and to adhere to all of the terms and conditions set forth in this Agreement. Further, I represent that I am authorized to approve and accept the responsibility of the terms and conditions herein.

GetGo Communications LLC

CUSTOMER:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Advice Letter #: 14

Issued By:  
Val Ilchenko  
Counsel

Date Filed: February 13, 2018

Decision #: 13-01-013

Effective: February 15, 2018



COMPETITIVE LOCAL CARRIER

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**5.0 CALIFORNIA LIFELINE SERVICE**

A. Description of California LifeLine Program

The California LifeLine Program, formerly known as Universal LifeLine Telephone Service (ULTS), 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.

California LifeLine discounts are available to eligible customers ordering new, or currently subscribing to, the following basic services: flat rate local service or measured rate local service.

B. Territory:

California LifeLine discounts are available within the base rate areas of all exchanges as shown and defined in the AT&T California current and effective tariffs on file with the CPUC.

C. Service Elements Available under the California LifeLine Program

The service elements of the California LifeLine Program are as follows:

1. Access to (a) single party local exchange service, or (b) service that is equivalent, in all substantial respects, to single party local exchange service.
2. Access to all interexchange carriers offering service in the California LifeLine customer's local exchange.
3. Ability to place calls.
4. Ability to receive free unlimited incoming calls.
5. Free touch-tone dialing.
6. Free unlimited access to 911/E-911.
7. Access to local directory assistance (DA). The utility shall offer its California LifeLine customers the same number of free DA calls that the Utility provides to its non- California LifeLine residential customers.
8. Access to foreign Numbering Plan Areas.
9. California LifeLine rates and charges.
10. Customer choice of flat-rate local service or measured-rate local service.
11. Free provision of one directory listing per year.
12. Free white pages telephone directory.
13. Access to operator service.
14. Voice grade connection to the public switched telephone network.
15. Free access to 800 or 800-like toll-free services.
16. One-time free blocking for information services and one-time billing adjustments for charges incurred inadvertently, mistakenly, or that were unauthorized.
17. Access to Telephone Relay Services as provided for in Public Utilities Code §2881 et seq.

COMPETITIVE LOCAL CARRIER

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

C. Service Elements Available under the California LifeLine Program (Cont'd)

18. Toll-free access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries.

19. Toll-free access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine was originally sold.

20. Free access to toll-blocking service.

21. Free access to toll-control service, but only if (i) the Utility is capable of offering toll-control service and (ii) the customer has no unpaid bill for toll service.

22. Access to two residential telephone lines if a low-income household with a disabled person requires both lines to access California LifeLine.

23. Free access to the California Relay Service via the 711 abbreviated dialing code.

California LifeLine is restricted to residential basic local exchange service. California LifeLine does not provide discounts on optional services and equipment.

Optional services and equipment are available at applicable tariffed rates and charges to customers participating in the California LifeLine Program. Non-California LifeLine lines will be available to California LifeLine customers at the applicable regular tariffed rates and charges.

D. Eligibility Criteria for participation in California LifeLine:

California LifeLine discounts are available to all residential customers who meet the following eligibility requirements:

1. The residence at which the service is requested is the customer's principal place of residence.

The residence of the customer and the customer's household (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 individuals functioning as one domestic establishment.

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

2. The customer and members of the customer's household collectively have one, and only one, California LifeLine line, except as provided for elsewhere in this schedule.

3. The customer is not claimed as a dependent on another person's income tax return.

COMPETITIVE LOCAL CARRIER

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

D. Eligibility Criteria for participation in the California LifeLine Program (Cont'd):

4. The customer meets either the Income-Based Criterion or the Program-Based Criterion:

(a) Income-Based Criterion

The customer's current total household income does not exceed the following income levels (based on household size) for the fiscal year for which the service is furnished, i.e., members of the customer's household collectively earn no more than the following amount of annual income:

Household Size	Income Limitation:
1-2	\$ 26,400
3	\$ 30,700
4	\$ 37,300
Each Additional Member	Add \$6,600

C

These income limits are effective from June 1, 2017 to May 31, 2018

"Total Household Income" is defined as all revenues from everyone in the household, 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.

Borrowed money does not constitute income when determining eligibility for the California LifeLine Program. Funds transferred from one account to another, such as from savings account to a checking account; do not constitute income when determining eligibility for the California LifeLine program, even if such funds are used for living expenses.

For self-employed applicants, the income from self-employment shown on IRS Form 1040, Schedule C, Line 29 shall be used to determine eligibility for California LifeLine.

INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

D. Eligibility Criteria for participation in California LifeLine (Cont'd):

4. The customer meets either the Income-Based Criterion or the Program-Based Criterion: (Cont'd)

(b) Program-Based Criterion

The customer or a member of the customer's household participates in one of the following means-tested programs:

- Medicaid or Medi-Cal
- Supplemental Security Income (SSI)
- CalFresh Program<sup>1</sup>
- Healthy Families Category A
- Tribal TANF
- Women, Infant and Children Program (WIC)
- Low Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance or Section 8
- Temporary Assistance for Needy Families (TANF) also known in Californiaas:  
California Work Opportunity and Responsibility for Kids (CalWorks)  
Stanislaus County Work Opportunity and Responsibility for Kids (StanWorks)  
Welfare to Work (WTW)  
Greater Avenues for Independence (GAIN)
- National School Lunch Program (NSLP)
- Bureau of Indian Affairs General Assistance Head Start Income Eligible (Tribal Only)

E. Eligibility Criteria for a Second California LifeLineLine

A customer enrolled in California LifeLine is eligible to receive two California LifeLine lines if the following eligibility requirements are met:

1. The customer's household meets all California LifeLine eligibility criteria set forth in Section D preceding;

2. The customer's household has a disabled member who has immediate and continuous access within the household to a TTY; and

3. The TTY is issued by DDTP, or a member of the customer's household submits, to the Commission's LifeLine Administrator, a medical certificate confirming the household member's need for a TTY device.

All California LifeLine rules and regulations that apply to the first California LifeLine line shall apply equally to the second California LifeLine line provided to the household.

INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

F. The Qualification Process for Enrollment in the California LifeLine Program

If the customer has previously been certified for California LifeLine benefits with another service provider and subsequently changes service providers, while maintaining eligibility in all other respects, the customer is not required to certify eligibility in order to qualify for California LifeLine as long as the change of service provider occurs within 30 days. If a customer changes his/her principal place of residence, while maintaining eligibility in all other respects, the customer is not required to certify eligibility in order to qualify for California LifeLine as long as the change of residence occurs within 30 days.

All other customers will be treated as a new LifeLine applicant and be subject to the certification process. Under the certification process, the customer must indicate participation in an approved public program as set forth in Section D.4.(b) or meet the income based criterion as set forth in Section D.4(a) and pay regular tariff rates and charges until completion of the certification process. The customer may pay the regular tariff non-recurring charges and deposits for basic service under a payment plan established by the carrier. The Commission's LifeLine Administrator must certify eligibility for enrollment in the California LifeLine Program and verify eligibility annually for continued participation.

1. California LifeLine Application

In order to participate in California LifeLine, the residential customer must complete a California LifeLine Application Form and attest, under penalty of perjury, that he/she meets all eligibility requirements identified in D. preceding. The completed Application Form must be returned and received by the LifeLine Administrator by the due date indicated on the form before any LifeLine discounts will take effect. The LifeLine Administrator determines the eligibility of the customer and notifies him/her by way of a qualification or disqualification letter. 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, as outlined in Section 8.1 of General Order 153, as of the service start date. Customers with a net credit balance of at least \$10.00 reflected on their next bill may request a refund check for the amount of such net credit balance.

(a) Income-Based Criterion

The customer seeking eligibility under the income-based criterion must provide income documentation(s) substantiating total household income. Acceptable income documents are:

- Prior year's state, federal, or tribal tax return.
- Current income statement from an employer or paycheck stub for three consecutive months' 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 document.
- Other official documents.

INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

F. The Qualification Process for California LifeLine Enrollment(Cont'd)

1. California LifeLine Application(Cont'd)

(b) Program-Based Criterion

The customer seeking eligibility under the program-based criteria must attest that he/she, or a member of his/her household, is a recipient of benefits from one of the means-tested programs identified in Section D.4.(b) preceding.

(c) Second California LifeLine Line

The customer seeking eligibility for a second California LifeLine line must attest that he/she meets all eligibility requirements identified in E. preceding.

2. California LifeLine Renewal

To remain in the California LifeLine Program after the first year of enrollment, the residential customer must complete a California LifeLine Renewal Form annually and attest, under penalty of perjury, that he/she meets all eligibility requirements identified in Section D. preceding. The California LifeLine customer with a second California LifeLine line is also required to attest annually, under penalty of perjury, that he/she meets all eligibility requirements identified in Section E. preceding.

The completed Renewal Form must be returned and received by the LifeLine Administrator by the due date indicated on the form to continue to receive the LifeLine discounts. The LifeLine Administrator determines the eligibility of the customer's ongoing enrollment and notifies him/her by way of a qualification or disqualification letter.

The customer who seeks re-enrollment into the California LifeLine Program after removal from the program will be considered a new Lifeline customer and will be subject to the qualification process administered by the LifeLine Administrator. A Service Conversion Charge, described in Section I.7 following, will be applied. California LifeLine discounts will commence upon successful completion of the qualification 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, as outlined in Section 8.1 of General Order 153, as of the date of re-enrollment. Customers with a net credit balance of at least \$10.00 reflected on their next bill may request a refund check in the amount of such net credit balance. The California LifeLine discount will not be applied retroactively to the date of removal.

G. Denial of California LifeLine Continued Enrollment

Any customer who fails to qualify for continued enrollment by the LifeLine Administrator shall be removed from the California LifeLine program and converted to normal residential service, effective the date instructed by the LifeLine Administrator.

INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

H. Federal Enhanced LifeLine and Expanded Link Up – Federally Designated Tribal Lands  
The Enhanced LifeLine and Expanded Link Up Federal Program provides additional discounts to customers enrolled in the California LifeLine Program who reside on Indian reservations, as defined in

Title 25 Code of Federal Regulations, Section 20.100.

1. Eligibility Criteria

A customer enrolled in California LifeLine is eligible for additional discounts under the Enhanced LifeLine and Expanded Link-Up federal program if he/she resides on federally recognized Indian Reservations, as defined in Title 25 Code of Federal Regulations, Section 20.100.

2. Qualification Process

In order to participate in the Enhanced LifeLine and Expanded Link-Up Federal Program, the residential customer must complete a certification form provided by the Company and attest, under penalty of perjury, that he/she meets all eligibility requirements identified in Section 1 preceding. The completed certification form must be returned and received by the Company by the due date indicated on the form.

3. Enhanced LifeLine and Expanded Link Up Benefits

See Section I below, for discounts, rates and charges applicable under the Enhanced LifeLine and Expanded Link-Up Program. Recipients of the Enhanced LifeLine and Expanded Link-Up Federal Program must notify the Utility of any change that causes him/her to no longer qualify. Upon receipt of notification, the Utility will cease all Enhanced LifeLine benefits. Any Enhanced LifeLine benefits received after the date of ineligibility will be back billed to the customer.

I. Applicable Rates and Charges

The following rates and charges shall apply to the basic telephone service of all certified California LifeLine Program participants:

Basic Exchange Service

1. California Lifeline Measured Rate Service

	Monthly Rate
Super Savings Plan	\$21.99
California LifeLine Credit	\$18.33
California LifeLine Measured Service Rate	\$ 3.66

Measured rate service is provided with an allowance of 60 untimed local calls. Local calls exceeding this allowance are provided for all days and hours at the following rates:

Calls, 61 and over \$0.08 each

INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

I. Applicable Rates and Charges (Cont'd)

Basic Exchange Service (Cont'd)

2. California Lifeline Flat Rate Service

	Monthly Rate
Basic Local Service Plan	\$24.99
California LifeLine Credit <sup>4</sup>	\$18.15
California LifeLine Flat Rate	\$ 6.84

Flat rate service includes unlimited local calling.

3. Enhanced LifeLine (Tribal Lands) <sup>1</sup>	N/A
4. Federal Subscriber Line Charge	No Charge
5. Toll Blocking	No Charge
6. California LifeLine Service Connection Charge	

Service installation<sup>2</sup> of an access line for qualified California LifeLine customers will be charged at the rates below:

	Non-recurring Charge
Installation Charge	\$39.00
California LifeLine Service Connection Credit	\$29.00
California LifeLine Service Connection Charge	\$10.00

Expanded Link-Up (Tribal Lands)<sup>3</sup>  
Link-Up Service Connection and Line Extension

Charges credit, up to:	Non-recurring Charge \$100.00
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7. California LifeLine Service Conversion Charge

Changes in class, type or grade of service for qualified California LifeLine customers.

California LifeLine Service Conversion Charge	Non-recurring Charge \$10.00
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INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

I. Applicable Rates and Charges (Cont'd)

Basic Exchange Service (Cont'd)

NOTE 1: Qualified participants residing on a tribal land will receive, in addition to the discount listed above, an additional federal approved reduction of up to \$25.00 applied to the monthly local service rate. The discounted local residential rate for qualifying low-income individuals living on tribal lands may not be reduced below \$1.00 per month.

NOTE 2: the Company does not levy interest charges on payments made within 3 months of each service installation.

NOTE 3: Customers who live on federally-recognized tribal lands and meet the LifeLine eligibility criteria are eligible for federal assistance of up to \$100 in Link-Up installation credit to establish telephone service. This credit is determined as follows: In addition to the currently available Link-Up support amount, i.e., half of the first \$60 of a qualifying subscriber's initial connection charges up to a maximum of \$30, up to an additional \$70 of federal Link-Up support will be provided, for a total maximum support amount of \$100 per qualifying low-income subscriber. The discount shall cover any charges assessed to connect the subscriber to the network, including facilities-based charges associated with the extension of lines or construction of facilities needed to initiate service.

NOTE 4: Eligible LifeLine Customers who choose any service plan other than the Basic Local Service Plan will receive the California LifeLine Credit of \$18.15, which will be applied toward their monthly invoice.

J. Description of Discounted Nonrecurring Charges

1. California LifeLine Service Connection Charge

(a) The California LifeLine Service Connection Charge as set forth in Section I.6 preceding is applicable to all qualifying households residing at the same address.

(b) The California LifeLine Service Connection Charge as set forth in Section I.6 preceding is applicable any time a qualifying household:

- (1) establishes California LifeLine service,
- (2) re-establishes California LifeLine service at the same address at which California LifeLine service was previously provided (even when the customer was disconnected for nonpayment),
- (3) establishes California LifeLine service at a new residence, or
- (4) switches California LifeLine service from one utility to another.

INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

J. Description of Discounted Nonrecurring Charges (Cont'd)

(c) Installation of a second and subsequent telephone service connection shall be subject to the Company's regular tariffed rates for these connections, except that low-income households with a disabled member may qualify for California LifeLine connection charges on two residential telephone connections.

Eligible recipients of this service may have the option of deferring the connection charge in three equal monthly installments without interest. The Company may charge a late payment fee when the California LifeLine customer fails to timely remit some or all payment for the California LifeLine connection charge under a deferred-payment schedule.

2. California LifeLine Service Conversion Charge

The California LifeLine Conversion Charge as set forth in Section I.(7) preceding is applicable each time a California LifeLine customer requests a change in the class (business or residential to California LifeLine), type (measured vs. flat rate service) or grade (multi-party vs. one party) of service, including requests to change from Foreign Exchange Service.

There is no limit on the number of times a California LifeLine customer may pay the California LifeLine conversion charge to effect a change in the class, type or grade of service. This discounted conversion charge does not apply to the addition of services not covered under the California LifeLine Program.

K. California LifeLine Notices in the Language of Sale

The Company will provide those customers to whom it sold California LifeLine service in a language other than English with the following:

- 1) Commission-mandated California LifeLine notices that are in the same language in which California LifeLine was originally sold; and
- 2) Toll free access to Customer Service Representatives who are fluent in the language in which California LifeLine service was originally sold.

INTRASTATE INTEREXCHANGE SERVICES

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**5. CALIFORNIA LIFELINE PROGRAM (Cont'd)**

**L. California LifeLine Participants Who No Longer Qualify for California LifeLine or a Second California LifeLine Line**

Recipients of California LifeLine service must notify the Company of any change that causes the California LifeLine customer to no longer qualify for California LifeLine service or for a second California LifeLine line. Upon receipt of notification, the Company will apply the regular tariffed rates and charges. The regular tariffed rates will be billed retroactively to the date the California LifeLine service no longer applied.

Customers no longer qualifying for California LifeLine service are subject to the Company's rules applicable to the establishment or reestablishment of credit.

No service conversion charges are billed to the customer for removal from California LifeLine service.

**M. Non-Payment of Toll Charges**

California LifeLine service shall not be disconnected for non-payment of toll charges. The Company may discontinue a customer's California LifeLine service for other reasons as set forth in Schedule Cal P.U.C. No.1-T.E-F.

The Company will apply toll restriction to a California LifeLine customer's line when toll charges are not paid.

**N. Audits of California LifeLine Customers**

The Commission or its Certifying Agent may audit and verify a customer's eligibility to participate in the California LifeLine program.

Upon notification from the Commission or its Certifying Agent that a customer was found to be ineligible to participate in the California LifeLine program, the Company shall convert the ineligible customer's California LifeLine service to regular tariffed rates and charges.

No service conversion charges shall be billed to the customer for this change in service.

The Commission or the Commission's agent may bill the ineligible customer for any past California LifeLine discounts that the customer should not have received, plus interest equal to the 3-month commercial paper rate.

Customers no longer qualifying for California LifeLine are subject to the Company's rules applicable to the establishment or reestablishment of credit.

INTRASTATE INTEREXCHANGE SERVICES

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**6. TAXES AND SURCHARGES**

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and local surcharges, taxes and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the Customer for the Company's intrastate services. Such charges include, but are not limited to, the surcharges and fees ordered by the CPUC and set forth below. None of the following surcharges will apply to any taxes or surcharges levied upon the Company's service to a Customer.

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) California Lifeline Program 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; (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 AT&T California (d.b.a. AT&T CALIFORNIA) tariffs.