REGULATIONS AND RATES

FOR END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

WITH THE STATE OF NEW JERSEY

FOR

ENHANCED COMMUNICATIONS NETWORK, INC.

d/b/a Asian American Association Telecom Services

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by **ENHANCED COMMUNICATIONS NETWORK, INC. d/b/a Asian American Association Telecom Services** with principal offices located at 1031 S. Glendora Avenue; West Covina, CA 91790. This tariff applies for services furnished within the State of New Jersey. This tariff is on file with the New Jersey Board of Public Utilities, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: November 8, 2006 EFFECTIVE: December 8, 2006

Issued By: Thomas Haluskey, Senior Operations Manager

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CHECK SHEET

Pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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CHECK SHEET

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SECTION PAGE REVISION SECTION PAGE REVISION SECTION PAGE REVISION

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EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- **(T)** To signify a change in text but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by ENHANCED COMMUNICATIONS NETWORK, INC., hereinafter referred to as the Company, to Customers within the State of New Jersey. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the New Jersey Board of Public Utilities. In addition, this tariff is available for review at the main office of ENHANCED COMMUNICATIONS NETWORK, INC. at 1031 S. Glendora Avenue; West Covina, CA 91790.

TARIFF FORMAT

- **A.** Page Numbering -Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- **B.** Page Revision Numbers -Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Board. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Board is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- **C.** Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1.

2.1.1.

2.1.1.A.

2.1.1.A.1.

2.1.1.A.1.(a).

2.1.1.A.1.(a).l.

2.1.1.A.1.(a).l.(i).

2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets – When a tariff filing is made with the Board, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Board.

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SECTION 1.0 – DEFINITIONS

Access Line -An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account -A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

Account Codes - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment -Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) -A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Board - New Jersey Board of Public Utilities.

Common Carrier -An authorized company or entity providing telecommunications services to the public

Company - ENHANCED COMMUNICATIONS NETWORK, INC., the issuer of this tariff.

Customer - The 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.

Customer Premises -A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment -Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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SECTION 1.0 – DEFINITIONS

End Office -The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company -Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ENHANCED COMMUNICATIONS NETWORK, INC., issuer of this tariff.

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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, or its successor tariff(s).

LEC -Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Monthly Recurring Charges -The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU -Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

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SECTION 1.0 – DEFINITIONS

Point of Presence ("POP") - Point of Presence

Recurring Charges -Monthly charges to the Customer for services, and equipment, which continue for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order -The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls -Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXXX" or "101XXXXX" with 1 + 10-digit number."

Station -The network control signaling unit and any other equipment provided at the Customer's premises, which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Z-Tel. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment -Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User -A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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2.1 Undertaking the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of New Jersey.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Use of Services

- **A.** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- **B.** The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- **C.** The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- **D.** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.1.3 Shortage of Equipment or Facilities

- **A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- **B.** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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2.1 Undertaking the Company (continued)

2.1.4 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- **B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. 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 upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations, which by their nature extend beyond the termination of the term of the service order, shall survive such termination.
- **D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- **E.** Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- **F.** This tariff shall be interpreted and governed by the laws of the state of New Jersey regardless of its choice of laws provision.
- **G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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2.1 **Undertaking the Company (continued)**

Limitations on Liability 2.1.5

- Α. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
 - (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - Any delay or failure of performance or equipment due to causes beyond (2) the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services:
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

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2.1 Undertaking the Company (continued)

2.1.5 Limitations on Liability, (continued)

(D) (continued)

- (5) Breach in the privacy or security of communications transmitted over the Company's facilities:
- Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4;
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof not due to negligence;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any noncompletion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.
- **E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- **F.** The Company makes no EXPRESS warranties or representations, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- **G.** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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2.1 **Undertaking the Company (continued)**

Limitations on Liability, (continued)

H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission

With respect to Emergency Number 911 Service: I.

- (1) This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition. locale or use of any equipment and facilities furnishing this service.
- (2) Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (3) When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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2.1 Undertaking the Company (continued)

2.1.6 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.7 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- **B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- **D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- **E.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.1 Undertaking the Company (continued)

2.1.7 Provision of Equipment and Facilities, (continued)

- **F.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment.

2.1.8 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or 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.

2.1.9 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed:
- **B.** of a type other than that which the Company would normally utilize in the furnishing of its services;
- **C.** over a route other than that which the Company would normally utilize in the furnishing of its services;
- **D.** in a quantity greater than that which the Company would normally construct;
- **E.** on an expedited basis;
- **F.** on a temporary basis until permanent facilities are available:
- **G.** involving abnormal costs; or
- **H.** in advance of its normal construction.

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2.1 Undertaking the Company (continued)

2.1.10 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors, or suppliers.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Board regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- **A.** the payment of all applicable charges pursuant to this tariff;
- **B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- **C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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2.3 Obligations of the Customer (continued)

2.3.1 General, (continued)

- **G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- **H.** making Company facilities and equipment available periodic ally for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- **B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company--provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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2.4 Customer Equipment and Channels, (continued)

2.4.3 Interconnection of Facilities

- **A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- **B.** Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- **D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an is "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- **A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action, as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for the payment of all state sales tax, federal excise tax and any federally mandated surcharges, such as: the Federal Universal Fund Surcharge, FCC Subscriber Line Charge, and Local Number Portability Surcharge. All such taxes and surcharges shall be separately designated on the Company's invoices.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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2.5 Payment Arrangements, (continued)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date or fifteen (15) days after the postmark date, whichever is later, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date or fifteen (15) days after the postmark date, whichever is later. When billing is based on Customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance in accordance with N.J.A.C. 14:3-7.1(e). A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to New Jersey state law.
- **F.** The Customer will be assessed a charge of twenty five (\$25.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- **G.** If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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2.5 Payment Arrangements, (continued)

2.5.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims should be submitted to the Company within 180 days of receipt of billing for those services.
- **B.** Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may refer the dispute to the Board for resolution in accordance with NJAC 14:3-7.
- **C.** If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility.

2.5.5 Deposits

The Company does not collect Customer deposits

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2.5 Payment Arrangements, (continued)

2.5.6 Discontinuance of Service

- **A.** The Company shall, upon reasonable notice, when it can be reasonably given, have the right to suspend or curtail or discontinue service for the following reasons:
 - (1) The Company may discontinue service for nonpayment of bills provided it gives the Customer at least ten (10) days written notice of its intention to discontinue. The notice of discontinuance shall not be served until the expiration of the fifteen (15) day payment period. The Company shall serve a new notice each time it intends to discontinue service for nonpayment of a bill except that no additional notice shall be required when, in response to a notice of discontinuance, payment by check is subsequently dishonored. However, in the case of fraud, illegal use, or when it is clearly indicated that the Customer is preparing to leave, immediate payment of accounts may be required.
 - (2) For the purpose of making permanent or temporary repairs, changes or improvements in any part of its system;
 - (3) For compliance in good faith with any governmental order or directive notwithstanding such order or directive subsequently may be held to be invalid.
 - (4) Nonpayment of a valid bill due for service furnished at a present or previous location. The Customer of record whose name appears on the bill shall be held responsible for Company service rendered. However, nonpayment for business service shall not be a reason for discontinuance of residential service, except in cases of diversion of service pursuant to N.J.A.C. 14:3-7.16 and service shall not be discontinued for nonpayment of repair charges, merchandise charges, installation of conservation measures and other non-tariff contracted service charges between the Customer and the Company, nor shall notice threatening such disconnection be given.
 - (5) Tampering with any facility of the Company.
 - **(6)** Fraudulent representation in relation to the use of service.
 - (7) Customer moving from the premises, unless the Customer requests that service be continued.
 - (8) Providing a utility's service to others without approval of the utility.

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2.5 Payment Arrangements, (continued)

2.5.6 Discontinuance of Service, (continued)

A. (continued)

- (9) Failure to make or increase an advance payment or deposit as provided for in this tariff or in accordance with Board rules and regulations.
- (10) Refusal to contract for service where such contract is required.
- (11) Connecting and operating in such manner as to produce disturbing effects on the service of the utility or other Customers.
- (12) Failure of the Customer to comply with any reasonable standard terms and conditions contained in the Company's tariff.
- (13) Where the condition of the Customer's installation presents a hazard to life or property.
- (14) Failure of the Customer to repair any faulty facility of the Customer.
- (15) For refusal of reasonable access to the Customer's premises for necessary purposes in connection with rendering of service, including the maintenance or removal of the Company's property.
- (16) A public utility may terminate service for a violation of the terms of its approved tariffs on file with the Board upon giving the Customer at least three (3) days notice of such termination unless otherwise provided for by rules, regulations or orders of the Board, except that in those situations where a hazardous condition prevails the utility may terminate service without notice.

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2.5 Payment Arrangements, (continued)

2.5.6 Discontinuance of Service, (continued)

B. Residential Exemption

- (1) The Company shall not discontinue residential service except between the hours of 8:00 a.m. and 4:00 p.m. Monday through Thursday, unless there is a safety related emergency. There shall be no involuntary termination of service on Fridays, Saturdays, Sundays or on the day before a holiday or on a holiday absent such emergency. No service shall be discontinued unless the Customer's arrearage is more than \$50.00 or the account is more than 3 months in arrears.
- (2) Service shall not be terminated for nonpayment of bills rendered unless the Company has confirmed that appropriate payment has not been received through the end of the notice period; that payment has not been posted to the Customer's account at the opening of business on the day on which termination may occur.
- (3) If a residential Customer offers payment of the full amount or a reasonable portion of the amount due at the time of termination, a Company representative will accept payment without discontinuance of service and provide the customer with a receipt.
- (4) The Company shall not discontinue service because of nonpayment of bills in cases where a charge is in dispute, provided the undisputed charges are paid and a request is made to the Board for an investigation of the disputed charge. In such cases the Company shall notify the Customer that unless steps are taken to invoke formal or informal Board action within 5 days, service will be discontinued for nonpayment. Once a formal or informal dispute is before the Board, all collection activity on the charge in dispute shall cease. When the Board has determined that a formal or informal dispute has been resolved, the Company will provide at least 10 days written notice before service may be discontinued in accordance with N.J.A.C. 14.3-3A.3.

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2.5 Payment Arrangements, (continued)

2.5.6 Discontinuance of Service, (continued)

B. Residential Exemption (continued)

- Discontinuance of residential service for nonpayment is prohibited if a medical emergency exists within the premises that would be aggravated by a discontinuance of service and the Customer gives reasonable proof of inability to pay. Discontinuance will not occur for a period of up to 2 months when a Customer submits a physician's statement, in writing, to the Company as to the existence of the emergency, its nature and probably duration, and that termination of service will aggravate the medical emergency. Recertification by the physician as to a continuance of the medical emergency shall be submitted to the Company after 30 days. However, at the end of such period of emergency, the Customer shall still remain liable for payment of services rendered subject to the provisions of N.J.A.C. 14:3-7.6. During the period of medical emergency the Customer shall pay telephone tolls that are in excess of the average bills of the six months preceding the first 30-day period.
- (6) The Company will make good fair efforts to determine which of its residential Customers are over 65 years of age, and shall make good faith efforts to notify such Customers of discontinuance of service by telephone in addition to notice by regular mail.

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2.5 Payment Arrangements, (continued)

2.5.7 Cancellation of Application for Service

- **A.** Where the 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.
- B. 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 incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. 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 by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- **D.** The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- **B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- **D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.6 Allowances for Interruptions in Service, (continued)

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- **A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- **B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- **C.** Due to circumstances or causes beyond the reasonable control of the Company;
- **D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- **F.** During any period when the Customer has released service to the Company for routine maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- **H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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2.6 Allowances for Interruptions in Service, (continued)

2.6.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is 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.
- **B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.
- **D.** Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
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 but not including 24 hours	One Day

E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

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2.6 Allowances for Interruptions in Service, (continued)

2.6.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- **A.** all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- **B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- **C.** all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- **D.** minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- **2.9.1** to any subsidiary, parent company or affiliate of the Company; or
- 2.9.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- **2.9.3** pursuant to any financing, merger or reorganization of the Company.

2.10 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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2.11 Notices and Communications

- 2.11.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- **2.11.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- **2.11.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.12 Miscellaneous Provisions

2.12.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.12.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Board rules shall be kept on file in the office of the Company as required under Board rules.

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2.13 Customer Responsibility

A. Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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SECTION 3.0 – EXCHANGE SERVICE AREAS

3.1 Exchange Area Listings, Verizon

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LEC: <u>Verizon</u>.

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Allentown	2	Asbury Park	2	Atlantic City	2
Atlantic Hglds.	2	Avalon	2	Barnegat	2
Bayonne	4	Beach Haven	2	Beaver Brook	3
Belleville	4	Belmar	2	Berlin	2
Bernardsville	2	Blackwood	3	Bloomfield	4
Boonton	2	Bordertown	3	Bound Brook	3
Bridgeton	2	Brigantine	2	Burlington	2
Butler	2	Caldwell	3	Camden	3 2
Cape May CH	2	Carteret	3	Cedarville	2
Chatham	2	Cliffside	3	Closter	3 2 2
Collingswood	3	Cragmere	2	Cranbury	2
Cranford	3	Deal	2	Dennisville	
Dover	2	Dumont	3	Dunellen	3
East Millstone	3	Eatontown	3	Egg Harbor	1
Elizabeth	4	Elmer	2	Englewood	3
Englishtown	2	Erskine Lakes	2	Ewing	3
Fair Lawn	4	Fanwood	3	Farmingdale	2
Florence	2	Fort Dix	2	Franklin Park	3
Franklinville	2	Freehold	2	Glassboro	2
Gloucester	3	Hackensack	4	Hackettstown	1
Haddonfield	3	Haddon Hts.	3	Hammonton	2
Hasbrouck Hts.	4	Hawthorne	3	Hightstown	2
Holmdel	2	Hopatcong	2	Hopewell	1
Jamesburg	2	Jersey City	4	Keansburg	2
Kearny	4	Keyport	2	Lakehurst	2
Lakewood	3	Lambertville	1	Laurel Springs	3
Lawrenceville	3	Leonia	3	Linden	3
Little Falls	4	Livingston	4	Long Branch	3 2 2
Madison	3	Manasquan	2	Marlton	2
Matawan	3	Mays Landing	2	Medford	
Mendham	2	Mercerville	3	Merchantville	3
Metuchen	3	Middletown	2	Milford	1
Milburn	4	Millington	3	Millville	2
Milmay	2	Monmth. Jctn.	2	Moorestown	3
Morristown	3	Mountain View	3	Mount Freedom	2
Mount Holly	2	Mullica Hill	2	Neshanic	1
Netcong	2	Newark	4	New Brunswick	3
New Egypt	1	Newfoundland	1	Nutley	4
Oakland	2	Ocean City	3	Oradell	3
Orange	4	Park Ridge	3	Passaic	4
Paterson	4	Paulsboro	2	Peapack	2

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Issued By: Thomas Haluskey, Senior Operations Manager

SECTION 3.0 – EXCHANGE SERVICE AREAS

3.1 Exchange Area Listings, (Verizon continued)

EXCHANGE	RC	EXCHANGE	RC	EXCHANGE	RC
Pemberton	2	Pennington	2	Penns Grove	2
Perth Amboy	3	Phillipsburg	2	Pitman	2
Plainfield	3	Plainsboro	2	Pleasantville	3
Point Pleasant	3	Pompton Lakes	2	Port Norris	2
Princeton	2	Rahway	3	Ramsey	2
Red Bank	2	Ridgewood	3	Riverside	2
Riverton	2	Rockaway	3	Roselle	3
Rutherford	4	Salem	1	Sea Isle City	2
Seaside Park	2	Somers Point	2	Somerville	3
South Amboy	3	South Orange	4	South River	3
Spring Lake	3	Stroudsburg	1	Succasuna	2
Summit	3	Swedesboro	2	Teaneck	3
Toms River	3	Trenton	3	Tuckahoe	2
Tuckerton	2	Union City	4	Unionville	4
Verona	4	Vincentown	2	Vineland	2
Washington	1	Wenonah	2	Westfield	3
West Milford	1	Westwood	3	Whippany	3
Wildwood	2	Williamstown	2	Woodbridge	3
Woodbury	2	Woodstown	2	Wyckoff	2

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4.1 Verizon Area NJ Local Calling Plans

4.1.1 Verizon New Jersey Residential Plan – AAA NJ Power Res

This plan is available to residential Verizon Customers who select the Company as their Local Exchange Carrier and Presubscribe the Company as their IXC whereby the Company carries 100% of the Customer's local, toll and long distance calls. A selection of any four (4) features from the company's list of features is included.

4.1.2 Verizon New Jersey Business Plan – AAA NJ Power BSG

This plan is available to business Verizon Customers who select the Company as their Local Exchange Carrier and Presubscribe the Company as their IXC whereby the Company carries 100% of the Customer's local, toll and long distance calls. A selection of any four (4) features from the company's list of features is included.

4.1.3 General

The usage rates are not time of day sensitive, and apply twenty-four (24) hours per day, seven (7) days a week. All calls are billed in full minute (60 second) increments. No time of day discounts apply. This plan is subject to all the rules, terms and conditions specified in this tariff.

4.1.4 Usage Rates

Charges consist of (1) a monthly recurring rate per line; (2) a per minute usage charge; and (3) rates for the use of features.

A. Monthly rates, per line

Verizon NJ Residential		Verizon NJ Business		
AAA NJ Power RES	\$24.95	AAA NJ Power BSG	\$24.95	
AAA NJ VZE Additional Line	\$15.00	AAA NJ VZE Additional Line	\$15.00	

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4.1 Verizon Area NJ Local Calling Plans, (continued)

4.1.4 Usage Rates, (continued)

B. <u>Usage Charge, per minute</u>

The minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

1. Local Calls (Zones 1 & 2)

	Verizon NJ Residential		Verizon NJ Business	
	AAA NJ Power RES (per minute)		AAA NJ Power BSG (per minute)	
Primary Line	\$0.017		\$0.017	
Additional Lines	\$0.017		\$0.017	

2. Local Toll Calls (Zones 3)

	Verizon NJ Residential		Verizon NJ Business	
	AAA NJ Power RES (per minute)		AAA NJ Power BSG (per minute)	
Primary Line	\$0.017		\$0.017	
Additional Lines	\$0.017		\$0.017	

3. IntraLATA Toll

	Verizon NJ Residential		Verizon NJ Business	
	AAA NJ Power RES (per minute)		AAA NJ Power BSG (per minute)	
Primary Line	\$0.07		\$0.07	
Additional Lines	\$0.07		\$0.07	

4. Intrastate Calls

	Verizon NJ Residential		Verizon NJ Business	
	AAA NJ Power		AAA NJ Power	
	RES (per minute)		BSG (per minute)	
Primary Line	\$0.07		\$0.07	
Additional Lines	\$0.07		\$0.07	

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4.1 Verizon Area NJ Local Calling Plans, (continued)

4.1.4 Usage Rates, (continued)

C. Optional Features and Rates (subject to availability)

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines that will have access to the feature. Features are available where facilities permit.

- 1. <u>900 / 976 Blocking</u>: Allows the end-user to restrict access to dialing any phone numbers that begin with a 900 or 976 NPA or Area Code. Customers may designate this feature on a Service Order or request it from the Company at any time.
- 2. <u>Anonymous Call Rejection</u>: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Caller ID Blocking). When active, callers who have blocked their number will be routed to a special announcement then terminated.
- 3. <u>Call Forwarding</u>: Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number and to restore it to normal operation at their discretion. This service is offered subject to availability of suitable facilities; it is not available in all areas and on all calls, or with certain types of telephone equipment. Calls forwarded outside the local service area will incur toll and/or long distance charges. Not available on all calls forwarded to numbers outside the United States.
- 4. <u>Call Forwarding Busy</u>: Permits the forwarding of incoming calls when the end-user's line is busy. This service is offered subject to availability of suitable facilities; it is not available in all areas and on all calls, or with certain types of telephone equipment. Calls forwarded outside the local service area will incur toll and/or long distance charges. Not available on all calls forwarded to numbers outside the United States.
- 5. <u>Call Forwarding Don't Answer</u>: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a predesignated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service Order. This service is offered subject to availability of suitable facilities; it is not available in all areas and on all calls, or with certain types of telephone equipment. Calls forwarded outside the local service area will incur toll and/or long distance charges. Not available on all calls forwarded to numbers outside the United States.

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- 4.1 Verizon Area NJ Local Calling Plans, (continued)
 - 4.1.4 **Usage Rates**, (continued)
 - C. Optional Features and Rates (subject to availability), (continued)
 - 6. Call Return: This feature allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
 - Call Screen: Allows the end-user to automatically block incoming calls 7. from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
 - Call Waiting: Call Waiting provides a tone signal to indicate to a 8. Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. If a third caller attempts to reach the Customer while the Customer has two calls alternating, the third caller will get a busy signal. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
 - Call Waiting ID: Same as Call Waiting, but also permits the end-user to 9. view the Directory Number of the calling party on incoming calls while they are already engaged in a telephone call.
 - 10. Caller ID: Permits the end-user to view the Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized equipment not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment.
 - 11. Caller ID Blocking: Prevents a caller's Directory Number to be viewed by the Caller ID equipment of the party they are calling. Both Selective and Complete blocking are available.

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- 4.1 Verizon Area NJ Local Calling Plans, (continued)
 - 4.1.4 Usage Rates, (continued)
 - C. Optional Features and Rates (subject to availability), (continued)
 - **Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ring First Number and Distinctive Ring Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
 - 13. Remote Access to Call Forwarding: Allows the end-user to activate and deactivate their Call Forwarding feature and to change their forwarded-to number from a location other than where their service is located.
 - 14. Remote Call Forwarding: Provides a service whereby a call placed from a station (the originating station) to a customer's (the RCF customer) telephone number (the call forwarding location) is automatically forwarded by Company central office equipment to another station designated by the RCF customer (the terminating station). This service is offered subject to availability of suitable facilities.

Remote call forwarding will be provided for local calling where the RCF telephone number and the terminating station are both located in the same exchange. Further, Remote Call Forwarding will be provided for local calling on an interexchange basis in those instances where the exchange serving the RCF telephone number and the exchange serving the terminating station have the identical local calling area within the same county, or are within an Extended Area Service arrangement. All other calls will be sent-paid (1+) only.

Where calls are to be forwarded to telephone service other than that of the RCF subscriber, it shall be the responsibility of the RCF subscriber to obtain permission for such forwarding from the subscriber to the other service and to determine a mutually acceptable number of access paths. The RCF subscriber shall be responsible for the tariffed charges for any resulting rearrangement of the RCF service.

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Issued By: Thomas Haluskey, Senior Operations Manager

- 4.1 Verizon Area NJ Local Calling Plans, (continued)
 - 4.1.4 Usage Rates, (continued)

C.

- Optional Features and Rates (subject to availability), (continued)
 - 15. Repeat Dialing: Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

Calls to 800 Service numbers
Calls to 900 Service numbers
Calls preceded by an interexchange carrier access code
International Direct Distance Dialed calls
Calls to Directory Assistance
Calls to 911

- **Select Call Forwarding:** Permits the end-user to automatically forward (transfer) calls from up to ten pre-selected numbers to another telephone number and to restore it to normal operation at their discretion. This feature can be bused in conjunction with Call Forwarding.
- 17. <u>Speed Calling</u>: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- 18. Three-Way Calling: Allows a Customer to add a third party to an existing two-way call and form a three-way call. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both outgoing and incoming calls.

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4.1 Verizon Area NJ Local Calling Plans, (continued)

4.1.4 Usage Rates, (continued)

C. Optional Features and Rates (subject to availability), (continued)

Primary Lines: 4 included with offer, Five (5) or more features (see chart) Additional lines: (see Chart)

	Residential Feature Rates		Business Fe	ature Rates
	per line/month	per call	per line/month	per call
Anonymous Call Rejection	\$1.49		\$1.49	
Call Forwarding	\$1.49		\$1.49	
Call Forwarding Busy	\$1.49		\$1.49	
Select Call Forwarding	\$1.49		\$1.49	
Call Hunting	\$1.49		\$1.49	
Call Return	\$1.49	\$0.75	\$1.49	\$0.75
Call Screen	\$1.49		\$1.49	
Call Trace	\$1.49	\$5.00	\$1.49	\$5.00
Call Waiting	\$1.49		\$1.49	
Call Waiting ID	\$1.49		\$1.49	
Caller ID Number	\$1.49		\$1.49	
Caller ID Name and Number	\$1.49		\$1.49	
Caller ID Blocking	\$1.49		\$1.49	
Remote Access Call Forwarding	\$1.49		\$1.49	
Repeat Dialing	\$1.49	\$0.75	\$1.49	\$0.75
Speed Dialing 8	\$1.49		\$1.49	
3 Way Calling	\$1.49	\$0.75	\$1.49	\$0.75

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5.1 Service Order and Change Charges

Nonrecurring charges apply to processing Service Orders for new service and for changes in existing services. The Account Change Charge applies per line to miscellaneous customer requested changes to existing service (e.g., change in number). Except where noted otherwise, these charges apply in addition to Service Installation or Service Initiation charges for specific services.

	VZE NJ Residential	VZE NJ Business
Line Connection Charge	\$45.00	\$45.00
Processing Fee (includes Final Invoice Order)	\$10.00	\$10.00
Account Change Charge	\$10.00	\$10.00
Account Move Charge	\$47.00	\$47.00
Line Disconnect Charge	\$15.00	\$15.00
Hunting Change/Rearrangement	\$35.00	\$25.00
Change Telephone Number Fee	\$30.00	\$30.00
Suspend Fee	\$35.00	\$35.00
New Install	\$85.00	\$85.00

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5.2 Account Suspend Charge

A suspend charge applies each time a service is suspended for nonpayment but before cancellation of the service. Account service will be restored without charge.

	VZE NJ Residential	VZE NJ Business
Per Account	\$35.00	\$35.00

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5.3 Charges Associated With Premises Visit

The Company will repair inside wire. Such repair may include the replacement of nonworking wire and/or jack(s). However, if the inside wire is non-standard wire and the repair requires replacement of such non-standard wire, the Utility may perform repairs and advise the customer that the non-standard wire must be replaced at the customer's expense.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Such charges are due and payable when billed. Noncomplex wire, jacks, and materials include:

2 to 6 pair inside wire Faceplates RJ11C, RJ14C, RJ11W and RJ14W type station jacks Staples, screws, nail, tape, connectors, etc.

5.3.1 Installation or Trouble Isolation Charge

When a visit to the Customer's premises is necessary to make installations or to isolate a problem reported to the Company but identified by the Company's technician as attributable to customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit. Customers who subscribe to the Company's Inside Wire Repair Plan are not subject to these charges. See No. 5.4, following.

	VZE NJ Residential		VZ	E NJ Business
Per Premises Visit:	1st Hour	Each Additional 30 Minutes (or fraction)	1st Hour	Each Additional 30 Minutes (or fraction)
Company Work Day	\$85.00	\$42.50	\$85.00	\$42.50
Non Company Work Day, except Sunday or Holiday	\$85.00	\$42.50	\$85.00	\$42.50
No Access Charge	\$80.00		\$80.00	

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5.4 Inside Wire Repair Insurance

Customers may subscribe to the Company's Inside Wire Repair Insurance to cover the cost of a Premises visit in the event of problems with Inside Wire. Customers who subscribe to this plan are not subject to the Premises visit charges listed in No. 5.3, above.

The Company reserves the right not to repair or replace inside wire that is in nonworking condition due to obvious neglect or willful misuse.

The Company will determine whether the trouble is caused by inside wire or customer provided equipment. The Company will not perform any repair on customer provided equipment including, but not limited to, telephone cords, telephone sets, answering devices, or any other customer provided hardware.

Inside Wire Insurance does not include the installation of new service, extensions, or jacks.

	VZE NJ Residential	VZE NJ Business
Per Line Per Month	\$0.99	\$0.99

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5.5 Non-Insurance Inside Wire Repair

Customer who do not subscribe to the Company's Inside Wire Repair Insurance (5.4 above), will be subject to the following charges in the event of problems with Inside Wire.

	VZE	NJ Residential	VZ	E NJ Business
Trip Charge		\$55.00		\$55.00
Per Premises Visit:	1st Hour	Each Additional 30 Minutes (or fraction)	1st Hour	Each Additional 30 Minutes (or fraction)
Company Work Day	\$85.00	\$42.50	\$85.00	\$42.50
Non Company Work Day, except Sunday or Holiday	\$85.00	\$42.50	\$85.00	\$42.50
No Access Charge	\$80.00		\$80.00	

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5.6 Service Provider Number Portability End User Line Charge

This service allows a Customer, where facilities permit, to maintain the same Directory Number when changing from one telecommunications provider to another while staying at the same location. This service also allows all customers to complete local calls to numbers that have been ported. This charge applies to all lines that are portable between telecommunications service providers. An end user line is deemed to be portable at the time the NPA-NXX serving that line is capable of providing Local Number Portability.

	VZE NJ Residential	VZE NJ Business
Primary Local Exchange Lines, per Line	\$0.54	\$0.54
PBX Trunks, per Trunk	\$3.06	\$3.06

5.7 Interstate Network Access Fee

The following charge applies to recovery of End User Common Line charges as authorized by the Federal Communications Commission.

	VZE NJ Residential	VZE NJ Business
Residential Customer, Per Line	\$6.25	\$6.25
Business Customer, Per Line	\$6.25	\$6.25

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5.8 Directory Assistance

- **5.8.1** A Customer may obtain assistance, for a charge, in determining a telephone number by dialing 411; Directory Assistance Service.
- **5.8.2** A Directory Assistance Charge applies for each telephone number, area code and/or general information requested from the Directory Assistance operator. The Customer may make three (3) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.
- **5.8.3** Rates A charge applies per request and or per call completion. No call allowance applies.

Per Request	VZE NJ Residential	VZE NJ Business
Local Directory Assistance	\$0.75	\$0.75
National Directory Assistance	\$1.99	\$1.99

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5.9 Directory Listings

A single main listing is provided free of charge for each customer of record in the alphabetical white section of the telephone directory. The Customer assumes full responsibility concerning the right to use any name or address in a directory listing and agrees to hold the Company free and harmless of and from any claims, loss, damage or liability which may result from the use of such listing.

5.9.1 Free Listings

One listing for each individual line service, auxiliary line, or PBX system is provided at no additional charge to the Customer.

5.9.2 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided in (A) above. The rates and charges below are provided on a month-to-month basis.

Monthly Recurring Charges	VZE NJ Residential	VZE NJ Business
Per additional directory listing	\$4.50 (I)	\$4.50 (I)
Per alternate listing	\$0.47	\$0.47

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5.10 Operator Services

5.10.1 Local Operator Assisted Services

Enhanced Communications Network's Local Operator Assisted Calling is available for use by Customers only. Per call charges reflect the level of operator assistance and billing arrangement requested by the Customer.

	VZE NJ Residential	VZE NJ Business
Per Call Charges		
Person-to-Person (operator assisted)	\$4.50	\$3.99
Station-to-Station	\$1.50	\$1.49
Person-to-Person Collect Calls	\$4.50	\$3.99
Station-to-Station Collect Calls	\$1.50	\$1.49
Person-to-Person Third Party Call	\$4.50	\$3.99
Station-to-Station Third Party Call	\$1.99	\$1.99

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5.11 Busy Line Verification and Line Interrupt Service

5.11.1 General

Upon request of a calling party, the Company will verify a busy condition on a called line. An operator will determine if the line is clear or in use and report to the calling party. In addition, the operator will intercept an existing call on the called line if the calling party indicates an emergency and requests interruption. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when (a) the operator verifies that the line is busy with a call in progress, or (b) the operator verifies that the line is available for incoming calls. Charges will apply whether or not the called party accepts the interruption. No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

5.11.2 Rates

Per Call Charges	VZE NJ Residential	VZE NJ Business
Busy Line Verification, per request	\$1.49	\$1.49
Busy Line Interrupt, per request	\$1.49	\$1.49

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5.12 Blocking Services

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available upon request to all Customers, provided the serving central office is appropriately equipped to provide the service:

5.12.1 900, **700**, **976 Blocking** - allows the subscriber to block all calls beginning with the 900, 700, and 976 prefixes (i.e. 900-XXX-XXXX) from being placed.

5.12.2 Rates

Per Call Charges	VZE NJ Residential	VZE NJ Business
900/700/976 Blocking	\$0.00	\$0.00

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5.13 FCC Remand Order Recovery Fee

This charge is the result of the FCC mandate which enforces the DC circuit Court ruling that went into effective on March 11th, 2005, which terminates the availability of Unbundled Network Elements Platform (UNEP) to Competitive Local Exchange Carriers and allows incumbent Local Exchange Carriers like SBC and Verizon to charge higher priced tariffs and/or commercial agreements. This Charge is not a tax but rather a recovery fee that allows AAATS to retain our LOCAL network access with SBC and Verizon.

Per Call Charges	VZE NJ Residential	VZE NJ Business
900/700/976 Blocking	\$2.88	\$2.88

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5.14 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. ICBs will be filed with the Board of Public Utilities.

5.15 Special Promotions

The Company may, from time to time, offer services in this tariff at special promotional rates and/or terms. Such promotional arrangements shall be filed with the Board when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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5.16 Primary Interexchange Carrier Change Charge

A Customer may designate to the Company that they wish to choose a carrier other than the Company to be their carrier of choice for either Toll Calls or Long Distance Calls. To choose a carrier other than the Company for Toll Calls requires a change called an "LPIC Change." To choose a carrier other than the Company for Long Distance Calls requires a change called a "PIC Change." Such calls are automatically directed to the designated IXC, without the need to use carrier access codes or additional dialing to direct the call to the designated IXC.

The Customer will incur a charge each time they change either their LPIC or PIC. The Company accepts no responsibility for calls handled by other IXC's. Customers who make changes to their LPIC or PIC will be subject to their new IXC's call quality, jurisdiction of calls, service areas, business practices and tariffs. The Company accepts no responsibility in the directing of calls subject to LPIC or PIC on facilities not in its direct control.

Per line, trunk, or port:

A. Customer change to PIC and LPIC at the same time:

To change to Enhanced Communications Network, Inc.	\$0.00
To change to another Long Distance Carrier	\$10.00

B. Customer change to PIC only:

To change to Enhanced Communications Network, Inc.	\$0.00
To change to another Long Distance Carrier	\$10.00

C. Customer change to LPIC only:

To change to Enhanced Communications Network, Inc.	\$0.00
To change to another Long Distance Carrier	\$10.00

ISSUED: November 8, 2006 EFFECTIVE: December 8, 2006

Issued By: Thomas Haluskey, Senior Operations Manager