

ORIGINAL

CASCADE ACCESS, LLC.  
P.O. BOX 1285  
ESTACADA, Oregon 97023

AZ.C.C. Tariff NO. 1

Original Title Page

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ARIZONA

INTRAEXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
CASCADE ACCESS, LLC.

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold long distance intra-exchange telecommunications services provided by CASCADE ACCESS, LLC within the state of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may also be inspected during normal business hours at the Company's principal place of business.

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CASCADE ACCESS, LLC.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### EXPLANATION OF SYMBOLS

- C - to signify changed regulation.
- D - to signify discontinued rate or regulation.
- I - to signify a rate increase.
- M - to signify matter relocated without change.
- N - to signify a new rate or regulation.
- R - to signify a rate reduction.
- S - to signify reissued matter.
- T - to signify a change in text but no change in rate or regulation.
- Y - to signify reference to other published tariffs.
- Z - to signify a correction.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 1. Application of Tariff

This tariff contains the regulations and rates applicable to the provision of long distance telecommunications service by Cascade Access, LLC (hereafter referred to as the "Company"), in the State of Arizona as specified in Sections 3 and 4. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

### 2. Definitions

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communications channels furnished by the Company over its facilities are defined below:

#### Calling Card Calls

A Direct Dial Call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

#### Central Office

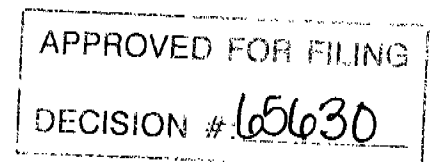
A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 2. Definitions (cont'd)

#### Channel

The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

#### Collect Calls

A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

#### Common Carrier

A company or entity providing telecommunications services to the public.

#### Customer

The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this tariff.

#### Customer - Provided Facilities

The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or authorized user other than those provided by the Company.

#### Direct Dial Call

The term "Direct Dial Call" denotes a domestic interstate telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 2. Definitions (cont'd)

#### Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

#### Equal Access Code

An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

#### Exchange

The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area.

#### Interstate Telecommunications Service

The term "Interstate Telecommunications Service" denotes the furnishing of direct dial domestic interstate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel between and among point within the United States.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 2. Definitions (cont'd)

#### Local Exchange Carrier (LEC)

The term "Local Exchange Carrier" denotes any telephone company that has been granted a certificate of Public Convenience and Necessity (or like certificate) by a State Commission which provides local telephone service to Customers within a defined exchange.

#### Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

#### Points of Presence

The term "Points of Presence" denotes the sites where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the local area network.

#### Premises

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

#### Travel Card

A billing arrangement whereby the Customer or Authorized User may bill the charges for a call to a Company-issued account number. The terms and conditions of the company or its billing agent apply to payment arrangements. Travel Cards are issued by the company and provide the Customer or Authorized User with a Travel Card Account, authorization code and instructions for accessing the company's network.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 3. General Regulations

#### 3.1 Service Description

Intrastate and Interstate Long Distance Telecommunications Service is offered to residential and business Customers of the Company to provide Direct Dial Calls placed in the United States. These services are available twenty-four (24) hours a day, seven (7) days a week. All services are provided subject to the terms and conditions set out in this offering.

#### 3.2 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election.

#### 3.3 Undertaking of the Company

The Company undertakes to provide Long Distance Telecommunications Service in accordance with the terms and conditions set forth in this tariff.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 3. General Regulations (cont'd)

#### 3.4 Use of Service

- (a) Customers are prohibited from and by their acceptance of service agree not to use the services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.
- (b) The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- (c) The use of the Company'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.

#### 3.5 Liability of the Company

- (a) In case of the Company's willful misconduct, the Company's liability, if any, is not limited by this tariff. The liability of the Company, if any, 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 in transmission occurring after service activation and during the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 3. General Regulations (cont'd)

#### 3.5 Liability of the Company (cont'd)

However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer or which arise from the use of Customer Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

- (b) The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities which are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions of Section 3.5(a) above.
- (c) Under no circumstances whatever shall the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.
- (d) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control (including but not limited to fire, flood, or other catastrophes; Acts of God; order or request of the U.S. Government).

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 3. General Regulations (cont'd)

#### 3.5 Liability of the Company (cont'd)

- (e) The Company is not liable for any damage to Customer's premises or equipment arising out of the connection of any of Company equipment associated wiring on such premises, or from the installation or removal thereof except to the extent that such damage results from the Company's negligence or willful misconduct. Customer will indemnify and save and hold the Company harmless from any claims of the owner of Customer's premises or equipment, or other third party claims for such damages.
- (f) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer, due in whole or in part to the failure of Customer-provided equipment or facilities.
- (g) The Company is not liable for damages arising from errors in or omissions of listings in directory assistance records maintained by the local exchange company.
- (h) In the event that no telephone number or an incorrect telephone number is provided, except in cases where the directory assistance location or directory operator equipment, terminals, or transport facilities are out of service, no credit shall be applied to the charge for the directory assistance call.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. General Regulations (cont'd)

(g) When a directory assistance location or directory assistance operator equipment, terminals, or transport facilities are out of service, a credit equal to the amount of the charge for the affected directory assistance calls shall apply to the Customer's account.

3.6 Assignment

(a) Customer shall not assign or transfer the use of the Company's services except that, where there is no interruption or relocation of use, such assignment or transfer may be made to an assignee Customer, whether an individual, partnership, association or corporation, if the Company consents in writing to such assignment and provided that:

1. Customer of record (assignor Customer) requests such assignment or transfer in writing in accordance with paragraph (c) below: and
2. The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service.

Consent to such assignment or transfer will not be unreasonably withheld.

(b) Any permitted assignment or transfer of the Company's service shall not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 3. General Regulations (cont'd)

#### 3.6 Assignment

- (c) Customer shall provide written notice to the Company at least ten (10) days prior to the effective date of any requested assignment or transfer. The company agrees to respond to a request to assign or transfer to another Customer within ten (10) days of receipt of notification. All terms and provisions contained in this tariff shall apply to any assignee or transferee.

#### 3.7 Allowance for Interruption of Service

If, for any reason, the service is interrupted, the Customer will only be charged for the service that was actually used.

#### 3.8 Access to Interstate Telecommunications Service

- (a) Interstate Telecommunications Service is available to any Customer subscribing to any of the Company's intrastate service offerings in any area in which the Company's intrastate services are offered. Where a Customer subscribes to a direct connection, the Customer may use the Company's Interstate Telecommunications Service by dialing 1 + area code and number, 0 + area code and number, or 00.
- (b) A Customer may access the Company's Interstate Telecommunications Service from any location in the 50 United States, District of Columbia, and the United State's territories and possessions.

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INTRASTATE TELECOMMUNICATIONS SERVICE

3. General Regulations (cont'd)

3.9 Contract Service Arrangements

(a) Any tariffed service or combination of tariffed services, may also be provided under a customer specific contract arrangement.

1. Rates, charges, terms and conditions for the contract service arrangements will be developed on an individual basis. Unless otherwise specified, the rates, charges, terms and conditions are in addition to those specified in other sections of this tariff.

4. Payment and Credit Regulations

4.1 General Requirements

(a) Customer shall pay for all charges invoiced for usage of the Company's service hereunder. All bills are due by the 15th day after bill date and are payable at the Company's office as designated on the bill.

(b) Once service is activated, Customer is liable for the payment of all usage charges for services to be provided by the Company to Customer.

(c) Charges associated with usage shall be billed in arrears.

(d) Any applicable federal, state and local use, excise, sales or privilege taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's services hereunder to Customer, shall be charged to and payable by Customer in addition to the rates indicated in the tariff for Interstate Telecommunications Service.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 4. Payment and Credit Regulations (cont'd)

- (e) In the event the Company must employ the services of attorneys for collection of charges due under this tariff and any separate contract for Special Services, Customer shall be liable for all costs of collection including a reasonable attorney's fee.
- (f) It is the intention of the Company to conform strictly to applicable laws.

### 4.2 Security for Payment

#### (a) Authorization to Obtain Credit Information

The Company reserves the right to require all Customers to establish credit worthiness to the reasonable satisfaction of the Company. Upon application for service, Customer shall be deemed to have authorized the Company to obtain such routine credit information and verification as the Company shall require in accordance with its then existing credit policies.

#### (b) Deposit & Charges for NSF Checks

Customer payment for Cascade Access Long Distance is made to Rio Virgin Telephone (PARS-Purchase of Account Receivables) and is subject to their deposit and check return charge as tariffed. The deposit amount may require a Customer to make a deposit prior to or at any time after provision of service not to exceed two times the average monthly bill. Interest rate on this deposit will be paid as determined by the Rio Virgin Telephone tariff. Upon termination of service, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the company have been paid. The NSF charge is subject to Rio Virgin Telephone's charge of \$10.00

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 4. Payment and Credit Regulations (cont'd)

#### 4.3 Denial of Service for Cause

The Company expressly retains the right to immediately deny the access to service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service without incurring any liability for any of the following reasons:

- (a) Nonpayment of any sum due for service provided hereunder, where Customer's charges remain unpaid more than 5 days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to Customer's last known address; or
- (b) The company may suspend or terminate service to a customer immediately if the company reasonably believes that the customer or entities using the customer's account or facilities are using the Customer's services in a manner that: (1) interferes with the use of the services by one or more other customers; (2) is abusive, illegal or fraudulent; (3) damages the company's facilities or equipment; (4) is in violation or breach of any of the terms or conditions of this tariff or (5) places excessive capacity demands upon the company's facilities or service.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 4. Payment and Credit Regulations (cont'd)

#### 4.4 Denial of Access to Interstate Telecommunications Service by the Company (cont'd)

(c) The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

(d) Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of the Subscriber and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

(f) Service may be discontinued by the Company, without notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undo risk.

#### 4.5 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event Customer's service is disconnected by the Company for any of the reasons stated in Section 4.4, Customer shall be liable for all unpaid charges due and owing to the Company associated with the service. Customer's deposit and accrued interest shall be applied to all cancellation charges applicable to the service offering received by Customer.

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4.6 Billing Disputes

In the event Customer disputes that a bill contains an error, the Customer must contact the company within thirty (30) days of the date of the bill which contains the disputed charge. Refunds or credits will not be issued for any charge that is more than sixty (60) days old. The customer may withhold from payment to the company the disputed portion of any bill pending resolution of the dispute, but all non-disputed charges are due within the normal time period. The company will notify you of the results of its inquiry, and either adjust the bill, issue a credit, issue a refund, or notify the customer that all or a portion of the disputed amount is still owed. Customer will be required to pay any amount still owed within ten (10) days after notice from the company. If the customer fails to pay this amount within the time required, the customer's account will be deemed past due and unpaid. In such event, the company may terminate the customer's service immediately without any liability whatsoever, at the company's option. In addition, any payments the customer withheld pending resolution of the dispute may be subject to a late payment fee of 1.5% per month for the period during which any charges remain unpaid.

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 5. Rates for Intrastate Telecommunications Service

#### 5.1 Types of Offerings

Direct Dial Intrastate and Interstate Telecommunications Service are available at the rates listed in 5.2. Directory Assistance Rates are listed in 5.3. Operator Services are listed in 5.4.

#### Determination of Duration

The company bills for the service on a usage basis in 30-second, 6-second periods, and rounds up any fractional period. Chargeable time ends when the connection is terminated.

#### 5.2 Rates for Direct Dial Service

Note: Business' with three (3) or more lines will have the \$4.95 waived after the first line.

### INTERSTATE AND INTRASTATE RATES (DIRECT DIAL CALLS)

**ACCESS PLUS** .08 cents a minute, 24 hours a day,  
7 days a week with a \$4.95 monthly fee  
**OneRatePlan** .13 cents a minute, 24 hours a day,  
7 days a week with NO MONTHLY FEE

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## INTRASTATE TELECOMMUNICATIONS SERVICE

### 5. Rates for Intrastate Telecommunications Service (cont'd)

#### 5.3 Directory Assistance

Calls placed to Directory Assistance Centers for information or listings of dialable telephone numbers are provided at the rate specified below. This charge applies whether the listed number is provided by live Operator Service or mechanical means. This also includes payphone service.

#### Rate Per Call

\$1.15

#### 5.4 Operator Services

Calls placed from home phone or payphone requesting 0+, third party billing or collect will be charged at the following rate.

#### Rate Per Call

\$1.31

each additional minute at .17 cents

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