

APPLICATION OF TARIFF

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DEFINITIONS

ACCESS LINE

A central office line which provides access to the telephone network for local and long distance telephone services.

AUTHORIZED USER

A person, firm or corporation (other than the customer) who has been authorized by GTA to communicate over a private line or channel according to the terms of the tariff and (1), on whose premises a station of the private line service is located or (2), who receives from or sends to the customer over such private line or channel communications relating solely to the business of the customer.

BUSINESS SERVICE

Telecommunications service furnished to customers where the primary or obvious use is of a business, professional or occupational nature.

CENTRAL OFFICE

A switching unit in a telecommunications system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting of exchange lines and trunks or trunks only. There may be more than one central office in a building or exchange.

COMMISSION

The Public Utilities Commission of Guam.

CONTRACT

The service agreement between a customer and GTA under which service and facilities for communications between specified locations for designated periods and for the use of the customer and the authorized users specifically named are furnished in accordance with the provisions of this tariff.

CUSTOMER

Any person, firm, partnership, corporation, municipality, cooperative organization or governmental agency furnished communication service by GTA under the provisions and regulations of this tariff and responsible for the payment of charges and compliance with the rules and regulations of GTA.

EXCHANGE SERVICE

Exchange service is a general term describing as a whole, the facilities for local intercommunications, together with the capability to send and receive a specified or an unlimited number of local messages at charges in accordance with the provisions of the General Exchange Tariff.

(a) Flat Rate Service: A classification of exchange service furnished a customer under tariff provisions, for which a stipulated charge is made, regardless of the amount of use.

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(b) **Individual Line Service:** A classification of exchange service which provides that only one exchange access line shall be served by the circuit connected.

(c) **Public Telephone Service:** An exchange access line equipped with an instrument designed and placed for use by the public in general at locations chosen or accepted by GTA.

FACILITIES

All the plant and equipment of GTA and all instrumentalities owned, licensed, used, controlled, furnished, or supplied for or by GTA.

INSTALLATION CHARGE

A nonrecurring charge associated with optional service features and may sometimes be called an "initial" charge.

OFF-ISLAND LISTING

Any directory listing outside the local service area served by GTA

LOCAL SERVICE AREA (LOCAL CALLING AREA)

The area within which telephone service is furnished customers under a specific schedule of exchange rates (flat or measured) and without toll charges.

PAY TELEPHONE

See Public Pay Telephone.

PREMISES

The same premises consists of:

(a) the building or buildings, together with the surrounding land occupied as, or used in the conduct of one establishment, business, residence, or a combination thereof, and not intersected by a public road or by property occupied by others.

(b) the portion of the building occupied by the customer, either in the conduct of his business or residence, or a combination thereof, and not intersected by a public corridor or by space occupied by others.

(c) the continuous property operated as a single farm whether or not intersected by a public road. In connection with inside moves, the same premises consists of the building or portion of a building occupied as a unit by the customer in the conduct of his business or as a residence or a combination thereof, and not intersected by a public thoroughfare, a corridor, or space occupied by others.

PUBLIC PAY TELEPHONE SERVICE

An exchange access line with instrument installed at a location chosen or accepted as suitable and necessary for furnishing service to the general public.

RESIDENTIAL SERVICE

Telecommunications service furnished to customers when the actual use is for non-business purposes.

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TARIFF

The schedule of GTA containing all rates, and charges stated separately by type or kind of service and the customer class, and the rules and regulations of GTA stated separately by type or kind of service and the customer class as filed with the Public Utilities Commission of Guam.

TELECOMMUNICATIONS SERVICES

The various services offered by GTA as specified in this tariff.

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SECTION 1 - APPLICATION OF TARIFF

I. APPLICATION OF TARIFF

The rules and regulations contained in this section apply to the service and facilities provided by TeleGuam Holdings, LLC d/b/a GTA ("GTA") in the U.S. Territory of Guam. When service and facilities are provided in part by GTA and in part by other connecting companies, the regulations of GTA apply to the portion of the service or facilities furnished by GTA. Failure on the part of the customer to observe these rules and regulations after due notice of such failure automatically gives GTA the right to discontinue service to that customer.

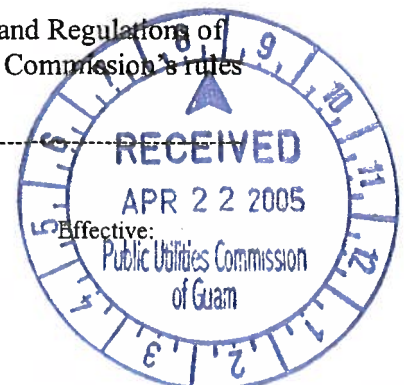
The following symbols are used in the right-hand margin to denote changes or revisions made on each page:

- (C) Indicates Changed Regulation
- (D) Indicates Discont'd Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

The regulations covering the connection of equipment, accessories or facilities provided and maintained by the customer are contained in other sections of this tariff.

- A. In the event of a conflict between any rate, rule, regulation or provisions contained in this tariff and any rate, rule, regulation, or provision contained in the tariffs of other companies in which GTA concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.
- B. This tariff cancels and supercedes all other general exchange tariffs of GTA issued and effective prior to the effective date shown on the individual sheets of this tariff.
- C. Should there be any conflict between this tariff and the Rules and Regulations of the Guam Public Utilities Commission (the Commission), the Commission's rules shall apply unless otherwise established by the courts.

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I. APPLICATION OF TARIFF (cont'd)

- D. GTA will maintain a copy of the Tariff for Public Inspection at its office, 642 North Marine Drive, Tamuning, Guam; and online at www.GTAdialtone.com. GTA will not provide paper copies of its Tariff. CD-Rom copies of the Tariff will be available at a charge of \$50.00.

II. AVAILABILITY OF FACILITIES

GTA's obligation to furnish or continue to furnish telecommunications service is dependent upon its ability to obtain, retain and maintain without unreasonable expense, suitable rights-of-way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service.

GTA's failure to provide or maintain service under this tariff shall be excused by labor difficulties, government orders, civil commotions, acts of God and other circumstances beyond GTA's reasonable control, subject to the interruptions allowance provisions of this tariff.

III. CUSTOMER SERVICE AND PROTECTION

This part of the Rules and Regulations Section of the tariff provides information to telephone consumers about resolving disputes with GTA, applying for service, the classification of business and residential rates, deposits, billing, refusal of service, disconnection of service, and cancellation of service.

A. Resolution of Disputes

Any customer or applicant for service who wishes to dispute any action or determination of GTA may submit a complaint to GTA. GTA shall investigate the complaint as provided in Part III, Paragraph G.2 following. If the customer chooses not to make a complaint under the provisions of these rules and regulations, GTA may disconnect service under standard disconnect procedures.

B. Application for Service

1. Application for service or requests from customers for additional service or changes in the grade or class of service become contracts when received by GTA and are subject to the minimum contract term, which is one month unless specified otherwise. Application for service may be made in writing, orally, or via facsimile transmission (provided proof of identification is established and GTA has been furnished with the necessary information to process the application.) However, application for initial service must be made in person. GTA may require payment of a deposit for an initial or subsequent application.

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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

B. Application for Service (cont'd)

Any change in rates, rules or regulations as allowed by Law or Order of the Commission modifies the terms of the contract to the extent of such change without further notice.

2. Installation of Service

GTA shall strive to install service for new applicants as soon as possible. If GTA cannot meet its objectives with regard to installation of new service, it shall inform the customer of the delay and whether interim service is available.

3. Order of Precedence for Providing Service

When GTA's facilities are insufficient to provide service to all pending applicants for service, priority will be given to organizations involved with protecting the public health and welfare. Applicants will then be served on a first come, first served basis.

C. Refusal of Service

1. Compliance by Applicant

GTA may decline to serve an applicant for the following reasons:

- a. The applicant's installation or equipment is inadequate, hazardous or of such character that satisfactory service cannot be provided.
- b. The applicant is indebted to GTA.
- c. The applicant refuses to make a deposit if required under these rules.
- d. An applicant applies for service in the name of another person or legal entity, or an applicant applies for service using a fictitious name or the name of another member of the same household, for the purpose of avoiding payment of an unpaid bill for telephone service previously furnished.

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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

C. Refusal of Service (cont'd)

2. Insufficient Grounds for Refusal to Serve

GTA shall not refuse service to a present customer or applicant under the following circumstances:

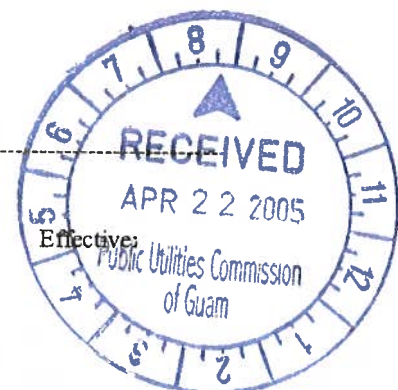
- a. Delinquency in payment for service by a previous occupant of the premises to be served.
- b. Failure to pay a bill to correct previous underbilling due to a misapplication of rates.

D. Application of Business or Residence Rates

1. Business rates apply at the following locations:

- a. In offices, stores, factories, and all other places of a strictly business nature.
- b. In boarding houses, offices or hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private or parochial schools, colleges, hospitals, libraries, churches, and other similar institutions except as specified in Paragraph 2 below.
- c. At residence locations when the customer has no regular business telephone and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than residential nature. This fact might be indicated by some form of advertising or when such business use is not typically characteristic of residential telephones usage and occurs during times when, in compliance with the law or established custom, business places are ordinarily closed.
- d. At residential locations where the service is located in a shop, office or other place of business.

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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

D. Application of Business or Residence Rates (cont'd)

1. Business rates apply at the following locations: (cont'd)
 - e. In college fraternity houses where the members lodge within the house.
 - f. At any location where the location and expected usage of telephone service at that location are indicative of a business, trade or profession.
2. Residence rates apply at the following locations:
 - a. In a private residence where business listings are not provided.
 - b. In private apartments of hotels, rooming houses or boarding houses where service is confined to the customer's use and which are not advertised as a place of business.
 - c. In the place of residence of a clergyman, physician, nurse or other medical practitioner provided the office is located in their residence and is not a part of an office building. In any such cases the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.
 - d. In a private stable or garage when strictly a part of a domestic establishment.
 - e. In churches where the service is not accessible for public use as in a clergyman's study.
 - f. In fire department, dormitories or sleeping quarters where the telephone number is not published and the telephone is not available for use by the general public.

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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

D. Application of Business or Residence Rates (cont'd)

3. Customer Owned Coin Operated Telephone (COCOT) equipment may not be connected to Business or Residence Local Exchange Access Lines. The Pay Telephone Service rates described in Section 5.II.C of this Tariff shall apply to any line used in connection with COCOT equipment.

E. Advance Payments

When making application for service, the applicant may be required to pay at the time the application is accepted, the service connection charge, if applicable, a deposit as provided in this tariff, and the first month's charges for exchange service. The provisions of this paragraph affect the initial payment for initial service only and not the subsequent billing and collection practices as elsewhere provided in this tariff. Customers may make advanced payment of business or residential local exchange line service, vertical services or special access services. If the customer prepays eleven months of charges, the charges for the twelfth month will be waived. If the customer cancels service before the end of the eleventh month, GTA will refund the unused portion of the prepayment.

F. Deposits

GTA may require an applicant for service to establish satisfactory credit. Establishment of credit shall not relieve the customer from complying with the rules for the prompt payment of bills. GTA has the option of requiring a deposit in cash, letter of credit or security agreement for the purpose of guaranteeing payment for services rendered. Deposits will be returned to customer after two years of service, provided that the customer has not been suspended or disconnected for non-payment during the previous two-year period. If the deposit has been returned to the customer, GTA may require another deposit if the customer is suspended or disconnected for non-payment.

1. Reestablishment of Credit – GTA may require an applicant for service who previously has received service from GTA at the same or different address and whose service has been discontinued for nonpayment of bills to pay all amounts due GTA and reestablish credit before providing service to that customer.

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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

F. Deposits (Cont'd)

2. Amount of Deposit – The required deposit for the purpose of establishing an applicant's credit shall not exceed an amount equivalent to two and one-half months' local exchange charges. GTA may base the deposit on actual or anticipated usage and may require the subscriber to increase the amount of the deposit if the subscriber's actual bills are found to warrant such an increase.
3. Interest on Deposits – GTA shall not pay any interest on customer deposits made for the purpose of establishing credit.

G. Billing and Payment for Service

1. The customer is responsible for payment of all charges for services furnished, including charges for service originated or accepted at the customer's access line. In addition, the customer is responsible for any charges which may be applicable to a guarantee of deposit as provided above.
2. Disputed Bills – In the event of a dispute between a customer and GTA over any bill for telecommunications service, the customer may contest the billing by filing a complaint with GTA's Customer Services Department at GTA's Business Office responsible for the customer's account. Printed complaint forms are available at each of GTA's Business Offices for this purpose.

The Customer's complaint must be accompanied by a cash deposit equal to the amount of the disputed billing, provided that the deposit shall not be more than the average of three (3) month's billing prior to the time that the complaint was filed.

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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

G. Billing and Payment for Service (Cont'd)

GTA will then investigate the complaint and make a decision within thirty (30) days. If GTA's decision is in the customer's favor, an appropriate adjustment will be made, including a credit for or return of any deposit or part thereof. However, if GTA's decision is against the customer, GTA will apply the cash deposit to the customer's account. The customer's telephone services will not be disconnected while the complaint is being investigated.

If GTA's decision is against the customer, the customer may appeal that decision to the Superior Court of Guam (Small Claims Division if the amount in dispute is \$10,000.00 or less). If the customer chooses to appeal to the Court, their telephone services will not be disconnected while the appeal is pending.

3. Except for those customers covered by GTA's GovGuam Disconnection policy, the customer shall pay all charges for service monthly in advance. Payment is due upon receipt and is past due thirty (30) days after the date of the bill. If the bill is not paid by the past due date, GTA shall suspend service fifteen (15) days after the past due date. GTA shall discontinue service ten (10) days after the suspension date.

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TeleGuam Holdings, LLC d/b/a GTA
 General Exchange Tariff No. 1

Section 1
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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

G. Billing and Payment for Service (cont'd)

4. A Late Payment Charge of 1% for Residential customers and 1.25% percent for Business customers or the minimum charge listed below, whichever is greater, will be applied to each customer's bill when the previous month's bill has not been paid in full. A bill is considered delinquent if it is not paid within thirty (30) days of the date of the bill with the exception of charges that have been disputed by the customers. The charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill. This tariff shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities.

MONTHLY RATES

	<u>Residence</u>	<u>Business</u>
a) Late Payment Charge, minimum per line per month	\$1.00	\$5.00

5. Adjustments of Charges for Service Interruptions - In the event a customer's service is interrupted other than by the negligence or willful act of the customer and remains out of order for 48 consecutive hours or longer after the customer reports to GTA, that the service is out of order, GTA shall adjust the customer's bill. The adjustment shall be equal to a pro-rata part of local service charges for the first 48-hour period of service during a single billing period and shall not exceed the amount of service charges for that period. The refund may be credited on the customer's next bill for service and GTA shall have no further liability for service interruptions.



By: Eric Votaw
 Title: Vice President-Regulatory
 Issued: August 31, 2007

Effective: September 29, 2007

III. CUSTOMER SERVICE AND PROTECTION (cont'd)

G. Billing and Payment for Service (cont'd)

6. It is the policy of GTA to obtain reimbursement from customers of the Guam Gross Receipts Tax (GRT) incurred by GTA in connection with the services it provides to customers. The GRT reimbursement amount is part of the total price that customers pay for services obtained from GTA. In connection therewith and commencing January 1, 2005, GTA shall assess each customer an amount equal to the amount paid by GTA for GRT on the revenues derived from the provision of services to such customer; provided, however, that no assessment shall be imposed upon revenues derived from the services set forth on Schedule 6.10 (d) of the Asset Purchase Agreement, as may be amended. Any GRT reimbursement amount will be shown as a separate line item on each customer's invoice.

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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

H. Discontinuance of Service

1. Discontinuance With Notice – GTA may disconnect telephone service for the reasons stated below no less than ten (10) days after written notice is given by mail or delivered to the customer's listed address or premises where service is rendered. Notice is considered given to the customer two (2) days after mailing. Service may be disconnected after notice for any of the following reasons:
 - a. Violations of noncompliance with any provision of law or the Commission's or GTA's rules and regulations.
 - b. Improper use of telephone service or use of service in a manner which interferes with the service of others.
 - c. Operation or connection of customer-provided equipment or facilities which is not in accordance with the standards and provisions of this tariff.
 - d. Failure to comply with GTA's requirement for deposits as specified in Paragraph F. preceding.

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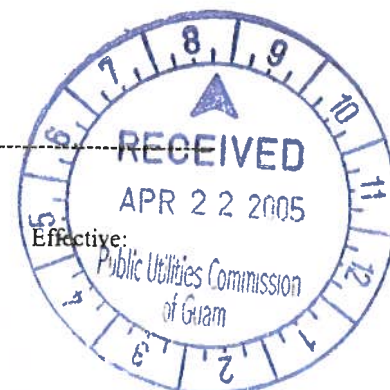


III. CUSTOMER SERVICE AND PROTECTION (cont'd)

H. Discontinuance of Service (Cont'd)

2. Discontinuance for Non-payment – If a subscriber fails to pay a bill for telephone service within thirty (30) days after issuance of a bill, GTA may suspend the service fifteen (15) days later. If the service has been suspended but the subscriber pays a bill for service prior to discontinuance, service will be reinstated upon payment of the Restoration of Service Charge.
3. Telephone service may be disconnected without notice under any of the following conditions:
 - a. A dangerous condition exists, or is likely to exist, or service is used in a manner which creates a danger to GTA, its property or to other customers.
 - b. Service is connected without authority by a person who has not applied for service or who has reconnected service without authority.
 - c. Tampering with GTA's equipment or facilities.
 - d. Service is used to make (directly or by recording device) any obscene or indecent communication for commercial purposes to any person, regardless of whether the maker of such communication placed the call, or if a customer permits any telephone facility under such customer's control to be used to make an obscene or indecent communication for commercial purposes.

By: Tariff Administrator
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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

H. Discontinuance of Service (Cont'd)

4. GTA may not disconnect service for either of the following reasons:
 - a. Delinquency in payment for service by a previous occupant of the premises.
 - b. Failure to pay charges arising from an underbilling caused by any misapplication of rates, except and unless the misapplication occurred in the 60 days prior to the current billing.
5. Collection Costs – The Customer is responsible for all collection costs, including attorneys' fees incurred by GTA as a result of any breach of contract by the customer.
6. Disputes – In the event of a dispute between a customer and GTA concerning discontinuance of service, the customer may file a complaint with GTA according to the procedures described in Part III, Paragraph G.2 preceding.

By: Tariff Administrator
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III. CUSTOMER SERVICE AND PROTECTION (cont'd)

I. Reconnection of Service

GTA is not required to reconnect telephone service which has been refused or disconnected in accordance with these rules except by order of the Commission and under the terms and conditions specified in the Commission Order.

When service has been disconnected in accordance with these rules, the customer is required to pay all charges due GTA, including the applicable charges for reconnection of service as provided in Section 3.III.A.2, before reconnection is made.

J. Cancellation of Application for Basic Service

When the customer cancels an application for local exchange service prior to the start of installation of service or prior to the start of special construction, no charge applies.

When installation of service has been started prior to the cancellation, a minimum cancellation charge equal to the service order charges will apply.

Where special construction has been started prior to the cancellation, a charge equal to the cost incurred by GTA in the special construction, less net salvage, applies. Installation or special construction for a customer is considered to have started when GTA incurs any expense in connection with the installation which would not otherwise have been incurred.

K. Termination of Service Contracts

The customer may terminate service prior to the expiration of the initial contract period after giving notice to GTA, and after payment of the termination charges given below, in addition to all charges due for service which has been furnished.

1. In the case of service for the initial contract period is one month, the charges are due for the balance of the initial month.
2. Service may be terminated after the expiration of the initial contract period after notifying GTA and payment of charges due to the date of termination of the service as provided elsewhere in this tariff.

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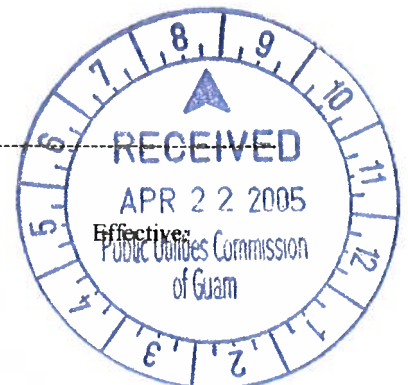


IV. USE OF SERVICE AND FACILITIES

A. Use of Service

1. Customer telephone service, as distinguished from Public Pay Telephone service, is furnished only for use by the customer, his family, employees or business associates, or persons residing on the customer's premises, except as the use of customer service may be extended to guests of a motel or hotel. GTA has the right to refuse to install customer service or to permit such service to remain on the premises of a public character. When the service is so located that the public in general or patrons of the customer may make use of it, customer service may be installed, provided the service is located so that it is not accessible for public use.
2. The customer is responsible for payment of all charges incurred regardless of whether such charges are associated with his usage or that of any of his authorized users.
3. Local residence exchange service may not be resold or used to provide access to resold or shared customer premises equipment as in a shared tenant service arrangement.
4. Transmitting Messages – GTA does not transmit messages but offers the use of its facilities for communications between its customers.
5. Use of Lines of Other Companies – When suitable arrangements can be made, lines of other telephone companies may be used in establishing connections to points not reached by GTA's lines. In establishing connections with the lines of other companies, GTA is not responsible or liable for any action of the connecting company.

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IV. USE OF SERVICE AND FACILITIES (cont'd)

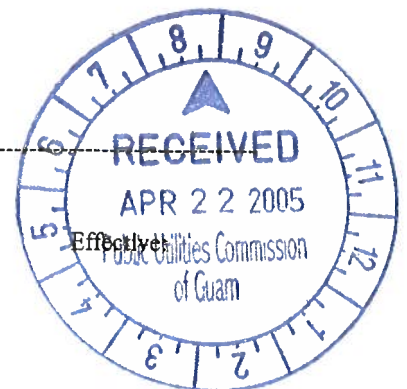
A. Use of Service (Cont'd)

6. Unauthorized Attachments or Connections – No equipment, accessory, apparatus, circuit or device shall be attached to or connected with GTA facilities except as provided in this tariff. In case any such unauthorized attachment or connection is made, GTA shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections. The customer is responsible for the cost of all labor, material and equipment necessary to repair or replace all GTA equipment and facilities damaged as a result of the unauthorized connection and all other costs necessary to correct service where there is no equipment damage, including incidents where service is reconnected without authority.

The customer shall also be responsible for each service call caused by the use of such attachments or connections.

7. Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a device to interconnect any GTA-owned line or channel with any other communications line or channel of GTA or of any other person.

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IV. USE OF SERVICE AND FACILITIES (cont'd)

B. Obligations of Customers

1. Alterations – The customer agrees to notify GTA promptly in writing whenever alterations or new construction on premises-owned or leased by him will necessitate changes in GTA's facilities, and the customer agrees to pay GTA's current costs for such changes.
2. Use of Commercial Power – Unless specifically provided otherwise in this tariff, when commercial power is used for the operation of customer-provided premises equipment, the customer provides the necessary power wiring, power outlets, and commercial power and assumes all responsibility for the safe condition of the power wiring, power outlets, and commercial power.

C. Rights of GTA

1. Work Performed on an Overtime Basis – The charges specified in this tariff do not contemplate work being performed by GTA employees at a time when overtime wages apply due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the rates in tariff Section 3.V.C applies.
2. Work Interruption – The charges specified in this tariff do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge based on the additional costs involved applies.
3. Ownership – Any facilities on the customer's premises furnished by GTA, with the exception of inside wiring that has been paid for by the customer, shall be and remain the property of GTA. GTA's agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, terminating, inspecting, maintaining or repairing service, and making collections from pay telephones.

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IV. USE OF SERVICE AND FACILITIES (cont'd)

C. Rights of GTA (cont'd)

4. Impairment of Telephone Service – When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, GTA shall have the right to require the customer to contract with GTA for such additional facilities as may be necessary in GTA's judgment to remove the cause of said impairment. Or, if the customer refuses this requirement or will not remedy the situation, to discontinue service completely.
5. Abandonment of Telephone Service – GTA may discontinue service which has been abandoned.
6. Abuse of Telephone Service – GTA may discontinue telephone service when a customer abuses their service. In some cases, GTA may discontinue service after giving the customer a reasonable opportunity to remedy the situation and after giving appropriate notice. In certain situations, GTA may discontinue service without giving notice. GTA may discontinue service which is used:
 - a. in such a way that interferes with the service of other telephone users;
 - b. for any purpose other than as a means of communications;
 - c. to communicate profane or obscene language;
 - d. for a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
 - e. in any fraudulent or unlawful manner.
 - f. in a manner which violates any of GTA's lawful regulations; or
 - g. to obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call.

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IV. USE OF SERVICE AND FACILITIES (cont'd)

C. Rights of GTA (cont'd)

7. Telephone Directories – GTA no longer publishes telephone white page directories. Instead, private publishers produce all directories and are responsible for their distribution. GTA agrees to keep a number of customer directories at its office that will be available to the public.
8. Telephone Numbers – GTA reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by GTA.

In the case of a number change initiated by GTA, at the customer's request GTA shall intercept all calls to the former number and provide callers with the new number for 30 days unless reassignment of the number is necessary. If the customer wants GTA to intercept calls to his former number and provide callers with the new number after this 30 day period, the monthly charge for Reserved Number Service applies as provided in Section 5.VII.

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IV. USE OF SERVICE AND FACILITIES (cont'd)

D. Liability of GTA

1. Given the customer's exclusive control of communications over GTA-provided facilities, and of the other uses for which GTA facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by GTA are subject to the terms, conditions and limitations specified herein.
2. GTA's failure to provide or maintain facilities under this tariff shall be excused by labor difficulties, government orders, civil commotions, acts of God and other circumstances beyond GTA's control, subject to the interruption allowance provisions by this tariff.
3. Defacement of Premises – No liability shall attach to GTA by reason of any defacement or damage to the customer's premises resulting from the existence of GTA's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the sole negligence of GTA or its employees.
4. Interruptions of Service – No allowance for interruption of service will be made for any period in which such service interruption is caused by malfunction or failure of customer-owned equipment. In other cases when a customer's service is interrupted by other than the negligence of willful act of the customer, refer to the provisions in Part III, Paragraph G.5 of this section.

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IV. USE OF SERVICE AND FACILITIES (cont'd)

D. Liability of GTA (cont'd)

5. Indemnification – With respect to any allegation of liability on GTA's part for any claim or suit by a customer or by any others, the customer indemnifies and saves harmless GTA against claims, losses or suits for injury to or death of any person or damage to any property which arises from:
- a. the use, placement or presence of GTA's facilities on the customer's premises; or
 - b. the use of customer-provided premises equipment, voltages or currents transmitted over GTA's facilities caused by customer-provided premises equipment.

Further, the customer indemnifies and saves harmless GTA against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over GTA's facilities or the use thereof by the customer against claims for infringement of patents arising from, combining with or using in connection with, facilities furnished by GTA and apparatus, equipment and systems provided by the customer, and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by GTA.

6. Liability – GTA's liability with respect to any claim or suit by a customer or any others for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring during the provision of telephone service, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission of service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused or contributed to by the negligence or willful act of the customer or authorized user or joint user, or which arise from the use of customer-provided premises equipment shall not result in the imposition of any liability whatsoever upon GTA.

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