

Exhibit 10



FILED

12/21/20
04:59 PM

A2012014

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Local Exchange Service Schedule

Issued by

Varcomm Broadband, Inc.

U-____-C

Varcomm Broadband, Inc.
P.O. Box 700
Ducor, California 93218

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

TARIFF CHECK SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
Title	Original Title Page	42-T	Original
1-T	Original	43-T	Original
2-T	Original	44-T	Original
3-T	Original	45-T	Original
4-T	Original	46-T	Original
5-T	Original	47-T	Original
6-T	Original	48-T	Original
7-T	Original	49-T	Original
8-T	Original	50-T	Original
9-T	Original	51-T	Original
10-T	Original	52-T	Original
11-T	Original		
12-T	Original		
13-T	Original		
14-T	Original		
15-T	Original		
16-T	Original		
17-T	Original		
18-T	Original		
19-T	Original		
20-T	Original		
21-T	Original		
22-T	Original		
23-T	Original		
24-T	Original		
25-T	Original		
26-T	Original		
27-T	Original		
28-T	Original		
29-T	Original		
30-T	Original		
31-T	Original		
32-T	Original		
33-T	Original		
34-T	Original		
35-T	Original		
36-T	Original		
37-T	Original		
38-T	Original		
39-T	Original		
40-T	Original		
41-T	Original		

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

TABLE OF CONTENTS

	<u>Sheet</u>
Preliminary Statement.....	3-T
Symbols Used in this Tariff.....	3-T
Service Area.....	3-T
Description of Services.....	5-T
Rates for Services.....	5-T
Taxes and Surcharges.....	5-T
Rule 1 - Definitions.....	6-T
Rule 2 - Description of Service.....	9-T
Rule 3 - Application for Service.....	10-T
Rule 4 - Contracts.....	11-T
Rule 5 - Special Information Required on Forms.....	12-T
Rule 6 - Establishment and Re-establishment of Credit.....	14-T
Rule 7 - Deposits.....	15-T
Rule 8 - Notices.....	17-T
Rule 9 - Rendering and Payment of Bills.....	19-T
Rule 10 - Disputed Bills.....	24-T
Rule 11 - Discontinuance and Restoration of Service.....	26-T
Rule 12 - Information on Services and Promotional Offerings.....	28-T
Rule 13 - Demarcation Points.....	29-T
Rule 14 - Service Connections and Facilities on Customers' Premises.....	30-T
Rule 15 - Non-Published Services.....	31-T
Rule 16 - Consumer Protection Rules.....	35-T
Rule 17 - 9-1-1 Telecommunications Service.....	37-T
Rule 18 - Interconnection with Other Carriers.....	38-T
Rule 19 - Employee Service.....	39-T
Rule 20 - Limitation of Liability.....	40-T
Rule 21 - Use of Service for Unlawful Purposes.....	44-T
Rule 22 - Unauthorized Use.....	45-T
Rule 23 - Legal Requirements for Refusal or Discontinuance of Service.....	46-T
Rule 24 - Blocking of 900/976 Calls.....	48-T
Sample Forms.....	49-T

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFFPRELIMINARY STATEMENT

This tariff schedule contains Varcomm Broadband, Inc.'s (sometimes herein referred to as "Varcomm") terms and conditions governing the provision of intrastate local exchange service. This tariff applies to local exchange services within the service areas of Pacific Bell Telephone Company d/b/a AT&T California ("AT&T"), Frontier California Inc., Citizens Telecommunications Company of California, Inc., and Frontier Communications of the Southwest Inc. (collectively, "Frontier"), and Consolidated Communications of California Company ("Consolidated").

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (P) To signify material subject to change under a pending application or advice letter.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

Whenever the "P" designation is no longer valid, the Company shall remove the "P" designation by filing a substitute sheet.

SERVICE AREA

The service territory for Varcomm is coextensive with the service territory boundaries on file with the Commission for the following Incumbent Local Exchange Carriers: Pacific Bell Telephone Company d/b/a AT&T California, Frontier California Inc., Citizens Telecommunications Company of California, Inc., Frontier Communications of the Southwest Inc., and Consolidated Communications of California Company. A map depicting the areas in which the Company is authorized to provide local exchange service is set forth below. Varcomm is authorized to serve in each of the exchanges shown on the map except the areas shaded in red, which are small, rural Incumbent Local Exchange Carrier territories.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

DESCRIPTION OF SERVICES

Varcomm provides local voice, data, and related telecommunications services that originate and terminate in the State of California.

A description of the specific services provided by Varcomm to a Customer (as defined below) and the rates charged by Varcomm for such services will be set forth in Individual Case Basis (“ICB”) contracts entered into between Varcomm and such Customer.

The terms and conditions of this tariff also govern the services that Varcomm provides to its Customers.

RATES FOR SERVICES

The rates that Varcomm charges a Customer for services that it provides to that Customer are specifically set forth in the ICB contract between them. The specific terms and conditions of service will also be set forth in an ICB contract.

TAXES AND SURCHARGES

Taxes, fees, and surcharges will be charged as set forth in Resolution T-16901. All telecommunications carriers are required to apply CPUC-mandated Public Program surcharge rates to intrastate services except for:

- A) Universal Lifeline Telephone Service (“ULTS”) billings;
- B) charges to other certificated carriers for services that are to be resold;
- C) coin sent paid telephone calls (coin in box) and debit card calls;
- D) customer-specific contracts effective before 9/15/94;
- E) usage charges for coin-operated pay telephones;
- F) directory advertising;
- G) one-way radio paging;
- H) CPUC-mandated Public program surcharges; and
- I) Federal and local excise taxes.

The CPUC Reimbursement Fee will be charged pursuant to CPUC Resolution T-16901. All telecommunications carriers are required to apply the CPUC Reimbursement Fee to intrastate services except for:

- A) directory advertising and sales;
- B) terminal equipment sales;
- C) inter-utility sales to intrastate services;
- D) interstate services.

Further information regarding applicable surcharges and fees can be found on the CPUC’s website at: <https://www.cpuc.ca.gov/surcharges/>.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

RULES

Rule 1 - Definitions

- A. Business Service: Exchange service furnished to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is principally or substantially of a business, professional or occupational nature. If the directory listing denotes the character of the service to be for business use, the rates for business service will apply.
- B. Business Hours: The phrase “business hours” means the time after 8:00 A.M. and before 5:00 P.M., local time, Monday through Friday.
- C. Company: The term “Company” or “Utility” means Varcomm Broadband, Inc.
- D. Commission: The term “Commission” refers to the California Public Utilities Commission, also identified as the “CPUC.”
- E. Customer: The term “Customer” means the person, firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with Company’s regulations pursuant to this tariff. The term “Customer” is synonymous with the term “Subscriber.”
- F. Date of Presentation: The date upon which a bill or notice is mailed or delivered to the customer.
- G. Delinquent or Delinquency: The terms “delinquent” and “delinquency” mean an account for which payment has not been paid in full on or before the last day for timely payment.
- H. Exchange Area: The term “exchange area” means a geographically-defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.
- I. FCC: The term “FCC” means “Federal Communications Commission.”
- J. Flat Rate Service: Exchange service furnished at a fixed periodic rate.
- K. Individual Case Basis (“ICB”): The term “Individual Case Basis” denotes a condition where the regulations, if applicable, rates and charges for and offering under this tariff are developed based on the circumstances in each case.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

- L. Installation Charge: A one-time charge made under certain conditions to cover all or a portion of the cost of installing telephone facilities and service offerings.
- M. Local Exchange Carrier/Local Exchange: This term means a company providing telecommunications service within a local exchange.
- N. Local Loop Demarcation Point (LLDP): The LLDP is the physical location that separates the responsibility for installation and repair of telecommunications facilities between the Company and the property owner/landlord/agent or end-user customer. For copper and fiber land-line facilities only, the LLDP shall be located at the Minimum Point of Entry/Presence (MPOE/MPOP). Installation and maintenance of facilities and equipment beyond the Company’s local loop demarcation point is the responsibility of the property owner/landlord/agent, or end-user customer. (See also Minimum Point of Entry/Presence.)
- O. Local Service: An exchange service available in a particular exchange area for communication between stations served from that exchange area only.
- P. Measured Rate Service: A telephone service with local service charges based on the number of outgoing timed or untimed local telephone calls.
- Q. Minimum Point of Entry/Presence (MPOE/MPOP): The MPOE is the closest practical point to where the Company’s facilities cross a property line or the closest practicable point to where the Company’s facility enters a multiunit building or buildings. For copper and fiber land-line facilities only, the LLDP shall be at the MPOE. (See Local Loop Demarcation Point).
- R. Regular Billing: The words “regular billing” mean a standard bill sent in Company’s normal billing cycle. This billing consists of one bill for each account assigned to a subscriber
- S. Residential Service: The phrase “residential service” means telecommunication services furnished a customer at a residence or place of dwelling where the actual or obvious use is for domestic purposes.
- T. Standard Network Interface (SNI): The interface device specified by Part 68 of FCC Rules and regulations for the purpose of connecting the Utility’s facilities with those of an authorized customer provided telecommunications system or equipment. The standard network interface will be placed at the Utility’s local loop demarcation.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

- U. Subscriber: See definition under “Customer”.

- V. Supersedure: The transfer of a Customer’s complete service, including the telephone number, from one party to another with no interruption of service and no change in service or facilities.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 2 - Description of Service

This tariff schedule and the ICB contract entered into between Varcomm and the Customer describing the nature of the services provided, and the applicable rates, terms, and conditions associated with such services constitute Description of Service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 3 - Application for Service

- A. Service may be initiated based on a written agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges for the services the Customer desires and any other rates or charges which will appear on the Customer's first bill.
- B. For services offered on a tariffed basis, the Company shall provide the Customer with a written confirmation of the order at the point of sale for in person transactions, and, for any other transactions, not later than seven (7) days after it is accepted. The confirmation shall be in a minimum of 10-point type, and shall include the key rates, terms and conditions for each service ordered.
- C. A potential Customer who is denied service must be given the reason for the denial in writing within ten (10) days of the Customer's request for service.
- D. Varcomm may require business or residential households wishing to obtain service to sign a completed service application. Service applications may also be completed online. Varcomm Customers will be provided with service, under normal circumstances, within five (5) business days. The service application is merely a request for service and does not in itself bind Varcomm to provide services except under specific conditions (which must be agreed to in writing by an authorized agent of Varcomm), nor does it bind the Customer to subscribe to the service.
- E. Any change in regulations prescribed by the Commission automatically modifies the terms and regulations of contracts to the extent of such change.
- F. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff and any ICB contract with the Customer. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff and any ICB contract with the Customer.
- G. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff or any ICB contract until the indebtedness is satisfied.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 4 - Contracts

Contracts will be used in certain circumstances for ICB service offerings or special construction. The terms and conditions of each contract offering are subject to the agreement of both the Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer.

No Company-initiated change in a term contract that may result in more restrictive terms or conditions is enforceable unless the change is otherwise allowed by applicable law and the change is also communicated to the Customer in a written notice twenty-five (25) days prior to the change taking effect.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 5 - Special Information Required on Forms

A. Subscribers' Bills

1. Regular Bills

Each regular bill for telephone service, except special bills, will be rendered monthly and will contain on the face or back thereof the following statements:

“You are responsible for payment of authorized charges on your bill. Your payment is due when you receive your bill. Failure to pay charges, including all mandated surcharges and taxes may result in a disconnection of telephone service.”

You may make a payment by:

- a. Mailing a check or money order to: Varcomm Broadband, Inc., P.O. Box 700 Ducor, California 93218.
- b. Enrolling in an Automatic Payment “AutoPay” Option utilizing a bank or credit union checking account or valid credit card account.
- c. Paying in person by check, cash, or money order at our business office location. For the Customer’s convenience, payments made after regular business hours may be left in a deposit box. To ensure proper credit, please enclose the remittance form and write your account number on the check. Business Office locations and contact information can be found in Varcomm’s directory or on the website.
- d. Visiting our website to make your payment electronically using “Pay My Bill.”

2. Special Bills

Each special bill for telephone service will contain on the face or back thereof the following statement:

“You are responsible for payment of authorized charges on your bill. Your payment is due when you receive your bill. Failure to pay charges, including all mandated surcharges and taxes “may result in a disconnection of telephone service.”

See 5.A.1, preceding for ways to make a payment.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

3. Disputed Bills

Each monthly or annual bill for telephone service will contain on the face or back thereof the following statement:

“Should you question this bill please request an explanation from the Company. If you thereafter believe you have been billed incorrectly, you may contact the California Public Utilities Commission Consumer Affairs Branch at <https://www.cpuc.ca.gov/cab/>, or call 1-800-649-7570 or TDD 1-800-229-6846, or send the bill and a statement supporting your belief that the bill is not correct to: California Public Utilities Commission Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102. To avoid having your service disconnected, if the bill has not been paid, enclose a deposit for the amount of the bill made payable to the California Public Utilities Commission (CPUC). The Commission will review the basis of the billed amount, communicate the results of the review to the parties and make disbursement of the deposit. The Commission will not, however accept deposits when the dispute appears to be over matters that do not directly relate to the accuracy of the bill. Such matters include the quality of service, general level of rates, pending rate applications, directory advertisings, and non-regulated products and services.

If you have a complaint you cannot resolve with us, write the California Public Utilities Commission Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846.

If your complaint concerns interstate or international calling, write the Federal Communications Commission at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or e-mail fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322.

Note: The California Public Utilities Commission handles complaints of both interstate and intrastate unauthorized carrier changes (“slamming”). The California Public Utilities Commission consumer protection rules are available online, at www.cpuc.ca.gov.”

B. Deposit Receipt.

Each deposit receipt shall contain the following provisions:

“This deposit, less the amount of any unpaid bills for service furnished by Varcomm Broadband, Inc., shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.”

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 6 - Establishment and Re-establishment of Credit

Each applicant for service shall provide credit information satisfactory to Utility or pay a deposit. Deposits may be avoided in the application:

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 7 - Deposits

- A. Requirement: Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required. The Company may refuse service if credit is not established satisfactory to the Company and may deny or disconnect service if a deposit is not paid as required.
- B. Nondiscrimination: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
- C. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. If the Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Interest on deposits will be set at the three-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered. In the event a Customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the Customer.
- D. Refund Upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days after discontinuance of service, and will include any interest on the deposit as set forth above.
- E. Refund after Satisfactory Payment: After payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.

G. Deposits shall not be required if the applicant:

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 8 - Notices

A. Notices to Customers

1. Notices from the Utility to a Customer shall be in writing by one or a combination of bill inserts, notices printed on bills, or separate notices sent by first class mail. In each case, an electronic notice may be substituted where the Customer has agreed to receive notice in that manner. Notice by first class mail is complete when the document is deposited in the mail; and electronic notice is complete upon successful transmission (as defined in Cal. Civil Code § 1633.15(b)). Every notice in whatever form shall be legible and printed in the equivalent of 10-point or larger type.

In emergencies, where delay may result in impaired service or in hazards to the Customer, the public, or the Utility's facilities, the Utility may resort to verbal notices given by telephone or by personal contact.

2. Customers will be advised of material changes in the terms and conditions at least thirty (30) days in advance of the date on which the changes take effect.

B. Notices from Customer

Notices from a Customer to the Utility may be given verbally by the Customer or its authorized agent at the Utility's office or by written communications mailed thereto.

C. Disconnect Notice

Notices to discontinue service for non-payment of bills shall be provided in writing by first class mail to the Customer not less than seven (7) calendar days prior to termination. Each termination notice shall include all of the following:

1. The Utility's name,
2. The name and address of the Customer, and the telephone number(s) associated with the delinquent account.
3. Information sufficient for the Customer to identify what service(s) are to be terminated, and the delinquent amount(s). If basic service is to be disconnected, the notice shall state the minimum amount that must be paid to retain basic service.
4. The time or date by which payment, or arrangement for payment, must be made to avoid termination.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

5. A toll-free telephone number to reach a Utility service representative who can provide customer assistance.

6. The telephone number of the Commission's Consumer Affairs Branch where the Customer may direct inquiries.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 9 - Rendering and Payment of Bills

A. Rendering of Bills

1. Regular Bills

a. Regular Billing Period

Regular bills for exchange and toll service will be rendered as nearly as practicable at regular intervals.

b. Flat Rate Exchange Service

Bills for flat rate exchange service for the period specified in the tariff schedules may be rendered in advance and are payable in advance.

2. Special Bills

The Utility may render a special bill for charges at such time as the amount of the unpaid charges, billed and unbilled, materially exceeds the amount of any prepaid charges or any deposits made in connection with the particular service.

3. Computation of Bills

a. Opening and closing bills, except those involving the minimum billing period, and bills for telephone service normally furnished on a monthly basis rendered for periods in excess of or less than a billing month, will be prorated in the proportion of the number of days in the period involved to the number of calendar days in the billing month. Charges for basic service will be prorated for partial months. A 30-day month may be used for prorating in lieu of calendar days.

b. Bills must be based on the rates in effect at the time the service was used. Any delays or lags in billing must not result in a higher total charge (other than for taxes, and surcharges and fees that are based on a percentage of the bill) than if the usage had been posted to the account in the same billing cycle in which the service was used.

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Service temporarily disconnected will be charged in accordance with the regular rates for a period not to exceed 15 days subsequent to the date of temporary disconnection.

5. The Customer will continue to receive a paper copy of their telephone bill. If the Customer chooses to stop receiving paper copies of their telephone bills, the Utility will archive the Customer's bill statements from the date of the Customer's request.

B. Payment of Bills

1. Payment of bills for telephone service should be made through any of the means described in Rule 5 and as set forth in "Alternative Methods of Payment" in Rule 9(E). Regular business hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. All charges are payable in lawful money of the United States only.
2. When a Customer is offered and agrees to an alternative payment plan, the Utility must provide confirmation of the terms in writing if the Customer so requests.
3. Bills are payable upon presentation. The Utility shall credit payments effective the business day payments are received by the Company or its agent.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

C. Returned Checks

When a payment of any bill or deposit is made by check or electronic check (“eCheck”) and the payment is returned unpaid or refused for any reason, a charge of \$20.00 will apply for each returned check or eCheck.

D. Under and Over Charges

1. a. A bill shall not include any previously unbilled charge for exchange service furnished prior to three months immediately preceding the date of the bill. This limitation on backbilling does not apply in cases involving Subscriber fraud.
- b. A detailed statement showing each item comprising a total charge on a monthly bill will be furnished to business Customers upon request.
2. A bill shall not include any charges for service, equipment, or facilities not ordered by the Customer or furnished after the effective date of a Customer’s service discontinuance.
3. When discrepancies exist between Customer’s service and Utility’s billing for exchange service, such discrepancies shall be adjusted in accordance with the following:
 - a. Each item of over charge and each item of under charge shall be determined separately during the period of time the discrepancy occurred.
 - b. If the overcharges exceed the under charges as determined in a., preceding, the total net over charge shall be credited to the Customer’s bill.
 - c. If the under charges exceed the over charges, the Customer will be billed the lesser of (1) the total net under charge or (2) monthly net under charge for a period of three months preceding the date of the bill.
 - d. Separate adjustments shall be made for each class of service separately served and billed.

E. Alternate Methods of Payment

1. Automatic Payment (“AutoPay”)
 - a. The AutoPay payment option is available to all Customers. AutoPay allows Customers to have their monthly bill statement from Varcomm paid in full each month via an automatic electronic debit transaction from the Customer’s pre-selected bank or credit union checking, debit card, or credit card account. This method of

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

- payment is without additional charge to the Customer from the Utility; however, the Customer's bank, credit union, debit card vendor, or credit card vendor may charge a fee.
- b. To enroll in AutoPay, the Customer must complete and submit an Authorization Agreement Form to the business office. For AutoPay utilizing a bank or credit union checking account, the Customer must provide a checking account number, a voided check from their checking account, and an authorized signature.
 - c. The enrolled AutoPay Customer will continue to receive a monthly bill statement from Varcomm.
 - d. The amount specified as "Balance Due" will be debited from the Customer's specified bank or credit union checking, debit card, or credit card account on the tenth (10th) business day following the bill date.
 - e. The AutoPay Customer may cancel a scheduled automatic payment by notifying Varcomm and their financial institution at least three (3) business days prior to the scheduled debit transaction date.
 - f. The AutoPay Customer may also elect to withdraw completely from the AutoPay option at any time by contacting Varcomm and their financial institution at least three (3) business days prior to the scheduled debit transaction date. In all cases, the Customer remains responsible for payment of charges by the due date as indicated on their monthly statement, regardless of payment options.
 - g. AutoPay, when authorized, remains in full force and effect until revoked by the Customer, the Customer's financial institution, or by the Utility. The Utility may revoke the Customer from AutoPay enrollment for any of the following conditions:
 - (1) Notification from the Customer's financial institution that the account associated with the Customer's AutoPay is closed, involved in fraudulent activity, has unauthorized access, or has an incorrect account number;
 - (2) Notification from the Customer's financial institution of their inability to participate in AutoPay;
 - (3) Notification of the enrolled Customer's assets being frozen;

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

- (4) The Customer enrolls into and withdraws from AutoPay three times within a six-month period or stops a scheduled automatic payment three times within a six-month period;
- (5) Notification from the Customer's financial institution that the account associated with the Customer's AutoPay is refused due to non-sufficient funds twice within a six-month period.

2. Debit Card or Credit Card

Customers have the option of paying their monthly telephone bill, deposit, or an advance payment required by the Utility using an authorized debit card or credit card that is accepted by the Utility without being enrolled in AutoPay. One-time electronic payment or automatic electronic payment options are available. Certain credit cards and debit cards are accepted for on-line payments. Both options are provided at no charge to the Customer; however, the bank or credit card and/or debit card vendor may charge a fee.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 10 - Disputed Bills

- A. In the case of a dispute between a Customer and the Company as to the correct amount of a bill rendered by the Company for service furnished to the Customer, that cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
 2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. If the undisputed portion of the bill and subsequent bills become delinquent, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
 3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within seven (7) calendar days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the "Due By Date" shown on the bill.
 4. The Company may not disconnect the Customer's service for nonpayment during the pendency of the investigation as long as the Customer complies with (2) and (3) above.
 5. The Company shall respond within ten (10) business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
 6. After the investigation and review are completed by the Company, if the Customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service may

Varcomm Broadband, Inc. (U-_____-C)
P.O. Box 700
Ducor, California 93218

CA. P.U.C. No. 1
Original Sheet 25-T

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

be interrupted. However, the service will not be disconnected prior to the due date shown on the bill.

Advice Letter No. ____
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 11 - Discontinuance and Restoration of Service

A. Discontinuance by Customer

1. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels the order for service before the service begins, a charge not to exceed the non-recoverable portions of expenditures or liabilities incurred upon the Company will be levied upon the Customer.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

B. The Company may discontinue service under the following circumstances:

1. With written notice for nonpayment of any sum due to the Company for service more than thirty (30) days beyond the date of the invoice for such service, provided that the notice of disconnection is at least seven (7) days prior to disconnection.
2. A violation of, or failure to comply with, any regulation governing the furnishing of service.
3. Without notice due to an order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.
4. Failure to post a required deposit or guarantee.
5. Without notice in the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.

B. Service may be refused or disconnected without notice in the event of illegal use or of intent to defraud the Company.

C. Notice for Disconnection

1. Where notice is required prior to disconnection, written notice of the pending disconnection will be rendered not less than 7 days prior to

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

the disconnection.

2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.
3. Written notice will state:
 - i. the name and address of the Customer whose account is delinquent;
 - ii. the reason for discontinuance;
 - iii. the amount that is delinquent (if applicable);
 - iv. the date when payment or arrangements for payment are required in order to avoid termination
 - v. the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges;
 - vi. the procedure the Customer may use to request amortization of the unpaid charges;
 - vii. the telephone number of a Company representative, who can provide additional information or institute arrangements for payment;
 - viii. the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries.

D. Restoration of Service

The Customer may restore service by full payment in any reasonable manner. There is a charge for restoration of service after disconnection.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 12 - Information on Services, Tariffs and Promotional Offerings

Information regarding regulated services provided by the Company, including but not limited to types of services, rate plans, conditions on eligibility and other related terms and conditions, as well as details of current promotional offerings will be made available to prospective Customers in this tariff. A copy of this tariff and copies of advice letters concerning the services through this tariff are on file with the Commission and may also be viewed at the Company's principal place of business:

Varcomm Broadband, Inc.
23473 Avenue 56
Ducor, California 93218

Upon request, copies of this tariff and associated advice letters will be provided free of charge to the Company's Customers and electronic copies of these materials will be provided free of charge to members of the general public. Upon receipt of multiple requests by a party for copies of Company tariff filings, the Company may recommend that the party be added to the Company's regular service list for such materials. Requests by parties other than the Company's Customers for printed copies of this tariff or of related advice letters will be fulfilled, subject to reasonable charges to recover costs for photocopying and postage.

Customers and other members of the general public may contact the Company's Customer Service representatives to obtain information regarding the Company's regular service offerings and promotions, as well as associated rates, terms and conditions, at 888-539-5234 between the hours of 9:00 am – 5:00 pm (Pacific) or via e-mail to CUSTOMER_SERVICE@varcomm.biz.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 13 - Demarcation Points

Demarcation points are defined by and governed in accordance with FCC and CPUC rules, including the regulations in 47 C.F.R. Part 68. Varcomm adopts the demarcation tariff provisions of Ducor Telephone Company, Varcomm's affiliated ILEC. The demarcation provisions appear in Ducor Telephone Company's CPUC Tariff, Rule 26.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 14 - Service Connections and Facilities on Customers' Premises

- A. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by Company are not part of a joint undertaking with such carriers.
- B. Customer is responsible for taking all necessary legal steps for interconnecting their customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- C. Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.
- D. Utility employees and authorized persons shall have the right to access the Customer's premises in order to make service connections.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 15 - Non-Published Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 92860 and 93361 established for the release of nonpublished information as set forth below.

A. Agencies Authorized to Receive Nonpublished Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

1. Conduct investigations or make arrests for violations of the criminal laws of the United States; or,
2. Prosecute violations of the criminal laws of the United States; or,
3. Enforce civil sanctions which are ancillary to criminal statutes; or,
4. Conduct investigations into matters involving the national security of the United States; or,
5. Protect federal or foreign officials; or,
6. Protect public health and safety; or,
7. Conduct emergency rescue operations.
8. Any public health agency of the State of California or of a city, county, or other local government.
9. County or city 911 projects.
10. State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
11. Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
12. California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

B. Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

1. Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or,
2. Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life-threatening situation; or,
3. Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or,
4. Employees of a county or city 911 project when acting in an official capacity; or,
5. Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in firefighting duties in which there is immediate peril to life or property.

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency’s written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency’s telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons .

The nonpublished information requested by telephone shall be provided by the Company only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

C. Notification to Customer

The Company shall not notify the Customer regarding the release of the Customer’s nonpublished information unless the Customer contacts the Company

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company whether their nonpublished information has been released, the Customer shall be informed that if information has been released, they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communication from the Company.

If the requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the Company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one-year period of nondisclosure shall be extended for successive one-year periods upon new written certification by the agency in each instance.

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within twenty-five (25) business days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

D. Exception for Health Officers

No notification shall ever be made to a Customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

E. Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

F. Retention of Records

All written documents pertaining to nonpublished service shall be retained by the Company for at least one year. When an agency requests that notice to the Customer be withheld, the Company shall retain the records involved for a period of not less than one year from the date on which the period of non-disclosure expires.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 16 - Consumer Protection Rules

Varcomm will adhere to all applicable consumer protection rules enacted by the CPUC and/or any other duly-authorized regulatory body with jurisdiction over Varcomm, including rules governing slamming, cramming, and changes in service provider.

16.1 Company Information

Varcomm shall, on request, provide each applicant for service or Customer the following:

- A. The CPUC identification number of its registration to operate as a telecommunications corporation within California.
- B. The address and telephone number of the CPUC to verify its authority to operate.
- C. A copy of the CPUC's Consumer Protection Regulations, as set forth in General Order ("G.O.") 168.
- D. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write Varcomm.
- E. A full disclosure of all fictitious (or "dba") names.
- F. The names of billing agents it uses in place of performing the billing function itself.
- G. Rate information.

16.2 700/900/976 Consumer Rights

Basic telephone service, as defined in CPUC Decision No. 12-12-038 will not be disconnected solely for non-payment of 700, 900, or 976 charges. If you have any disputed charges, you may be entitled to a credit. At no charge, Customers can block such calls from being made on their phones. You must lodge your complaint within sixty (60) days of receipt of the bill in dispute. To lodge a complaint, please call or write to the business office listed on the front of your bill.

16.3 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

payment shall be in an amount equal to or less than estimated installation charges plus one month estimated billing.

16.4 Change in Ownership or Identity Notice

Varcomm shall notify its Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

16.5 Privacy

Varcomm will comply with all applicable customer privacy laws and regulations, including but not limited to 47 U.S.C. Section 222, 47 C.F.R. Sections 64.2001, *et seq.*, and Public Utilities Code Sections 2891, 2891.1, and 2893. Varcomm will maintain a privacy policy on its website explaining how it protects customers' information and identifying the circumstances under which that information may be used or disclosed.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 17 – 9-1-1 Telecommunications Service

- A. Varcomm will provide 9-1-1 Telecommunications Service (“9-1-1 Service”) for the purpose of voice reporting emergencies by the public.
- B. Varcomm shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits “9-1-1” or to any other person who may be affected by the dialing of the digits “9-1-1.” The Company’s entire liability arising out of the provision of 9-1-1 Service under this tariff shall be limited as set forth in this Section and in any applicable statutes or Commission rules.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 18 – Interconnection with Other Carriers

Varcomm will interconnect with other carriers for the delivery of all telephone calls.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 19 - Employee Service

Employees of Varcomm receive no special rates or discounts.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 20 - Limitation of Liability

A. Liability of the Utility

1. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.
2. In the event an error or omission is caused by the gross negligence of the Utility, the liability of the Utility shall be limited to and in no event exceed the sum of \$2,000.
3. Except as provided in Sections A(1) and A(2) of this rule, the liability of the Utility for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in any of the services or facilities furnished by the Utility, up to and including its local loop demarcation point, including exchange, toll, private line, TWX, alphabetical directory listing (excluding the use of bold face type), and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect; provided, however, that where any mistake, omission, interruption, delay, error or defect in one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
4. The Utility will not provide a credit allowance for interruptions of service caused by the Customer's facilities, equipment, or systems.
5. Varcomm shall not be liable for any failure of performance due to causes beyond its control, including, without limitation to, acts of God, fires, floods, or other catastrophes, national emergencies, insurrections, riots, or wars, strikes, lockouts, work stoppage or other labor difficulties, and any order, regulation, or other action of any governing authority or agency thereof.

B. Credit Allowance for Interruptions of Service other than Directory

The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Utility:

1. The Utility shall allow, for interruptions in service of 24 hours or more not due to conduct of the customer, an amount equal to the pro rata

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

charges for each 24-hour period, or major fraction thereof after the initial period, of interruption in the following services:

- a. Mobile telephone service.
- b. Private line services and channels, as follows:
 - (1) Private line telephone service.
 - (2) Private line teletypewriter and Morse services.
 - (3) Channels for data transmission.
 - (4) Channels for remote metering, supervisory control and miscellaneous signaling purposes.
 - (5) Channels for telephotograph transmission.
 - (6) Speaker microphone service.
 - (7) Channels for one-way speech networks in connection with loudspeakers.
 - (8) Channels for one-way program transmission networks in connection with loudspeakers.
 - (9) Channels for farmer lines and toll service station lines.
 - (10) Bells and lights system attach warning service.

The allowance on items B.1.b (1) through B.1.b (6) above applies only to service within the same exchange area. The allowance on items B.1.b (7) and B.1.b. (8) applies only to station facilities.

- c. Teletypewriter exchange service.
- d. Wide Area Telephone Service.

Where credit is allowed against initial charges, the initial period shall be reduced in the same proportion, and additional hourly rates shall apply to each hour or major fraction thereof for Wide Area Telephone Service furnished in excess of the initial period as so reduced.

- 2. The Utility shall allow, for interruptions in exchange telephone service of 24 hours or more not due to the conduct of the customer, an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

C. Credit Allowance for Errors or Omissions in Telephone Directories

Subject to the provisions of Section A.3 of this rule the Utility shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
3. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
5. For listings in telephone directories furnished in connection with mobile telephone service an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.
6. For listings in TWX directories, an amount not in excess of the separate charge, if any, for the listing.

D. Temporary Suspension for Repairs

1. Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.
2. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customer's service.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

E. Errors in Transmitting, Receiving, or Delivering Oral Messages by Telephone

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

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 21 - Use of Service for Unlawful Purposes

Varcomm's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If Varcomm receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 22 - Unauthorized Use

Any individual who uses or receives Varcomm's service, other than under the provisions of an accepted application for service and a current Customer relationship, shall be liable for both the tariffed cost of the service received and Varcomm's cost of investigation and collection.

Advice Letter No. __
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 23 - Legal Requirements for Refusal or Discontinuance of Service

CPUC Decision No. 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of the rule set forth in Appendix B of that Decision as a part of the rules in the Company's tariff schedules. Accordingly, Appendix B of Decision No. 91118, Case No. 4930, is quoted herein:

APPENDIX B

1. *Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result.*
2. *Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.*
3. *If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.*
4. *Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such*

Advice Letter No. ____
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

that, absent immediate and summary action in the premises, significant dangers to public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

5. *The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.*
6. *At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or delivery a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.*
7. *Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.*
8. *The term "person", as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a copartnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.*
9. *The term "communications utility", as used herein, includes a "telephone corporation" and a "telegraph corporation," as defined in Division 1 of the California Public Utilities Code.*

Advice Letter No. ____
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

Rule 24 - Blocking Access to 900 and 976 Information Services

The Company automatically blocks calls to 900 and 976 pay-per-call telephone information services. There is no charge for such call blocking. The Company will inform the Customer of this blocking feature at the time service is initially ordered.

Advice Letter No. ____
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SAMPLE FORMS

Deposit Receipt

SAMPLE

1. **DEPOSIT RECEIPT**

{Date}

{Customer Name}

{Customer Address}

Re: {Customer Account Number} Dear
{Customer}:

Please be advised that the Company is in receipt of your deposit in the amount of \$ {deposit amount}.

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

Sincerely,

Varcomm Broadband, Inc.

Advice Letter No. ____
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SAMPLE FORMS (Cont'd)

Denial of Service

SAMPLE

2. DENIAL OF SERVICE FOR FAILURE TO ESTABLISH CREDIT

{Date}

{Customer Name}

{Customer Address}

Re: {Customer Account Number}

Dear {Customer}:

Thank you for your recent application for service. Based on the credit information that you supplied in your application, we regret to inform you that you fail to meet the Company's credit standards for the establishment of service.

You may still establish service by paying a deposit. Please call our customer service department at 888-539-5234 to obtain information on the amount of the deposit that will be required.

If you have any questions regarding our application and credit approval process, please feel free to call our customer service department at the above number.

Sincerely,

Varcomm Broadband, Inc.

Advice Letter No. ____
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SAMPLE FORMS (Cont'd)

Notice of Discontinuance

SAMPLE

3. DISCONTINUANCE OF SERVICE FOR NON-PAYMENT

{Date}
{Customer Name}
{Customer Address}

re: {Customer Account Number}

Dear {Customer}:

Our records indicate that your account is past due. In order to avoid any interruption in your service, payment in the amount of \$ {amount} must be received by us no later than {date}. If payment in full is not received on or before that date, your service will be disconnected. However, Local service will not be discontinued for nonpayment of Category III or other unregulated competitive services. In order to reconnect your service, you will be required to pay a deposit equal to two (2) month 's service charges, plus reconnection charges.

If you believe that the amount now overdue was billed in error, the Company will investigate the disputed amount upon written request. You may also contact the CPUC's Consumer Affairs Branch (CAB) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CAB, which can be reached by the following means if you prefer not to submit your complaint online:

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

Subscribers with hearing or speaking limitations can dial 711 to reach the California Relay Service, which is for those needing direct assistance relaying telephone conversations, as well their friends, family, and business contacts. If the Subscriber prefers having calls immediately answered in the Subscriber's mode of communication, one of the toll-free language-specific numbers below can be dialed for routing to the California Relay Service provider.

Type of Call	Language	Toll-free 800 Number
TTY/VCO/VCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2929
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English	1-800-854-7784
	Spanish	1-800-649-7570

If, after the Company completes its investigation and review, there is still disagreement over the amount due, you may appeal the dispute as follows:

Advice Letter No. ____	Issued by:	Date Submitted: _____, 2020
Decision No. _____	Eric N. Votaw	Effective: _____, 2020
	President and Chief Executive Officer	Resolution No.

COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF

SAMPLE FORMS (Cont'd)

Notice of Discontinuance (Cont'd)

1. In lieu of paying the disputed bill, you may deposit within 7 days with the California Public Utilities Commission, Consumer Affairs Branch, 505 Van Ness Avenue, Room 2003, San Francisco, CA 94102 the amount claimed by the Company to be due.
2. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission;
3. Upon receipt of the deposit, the PUC will notify the Company, will review the basis of the billed amount, and will advise both parties of its findings and disburse the deposit in accordance therewith.
4. Service will not be discontinued for non-payment of the disputed bill when deposit has been made with the PUC pending the outcome of the PUC's review.
5. Your failure to make such a deposit within 7 days after the date of this letter will warrant discontinuance of service without further notice.
6. If before completion of the PUC's review, additional bills become due that you wish to dispute, you must also deposit with the PUC the additional amounts claimed by the Company to be due for such additional bills before they become past due. Your failure to do so will warrant discontinuance of service.

If you have any questions regarding the amount due or wish to make arrangements for payment, please call our customer service department at 1-800-821-1831.

Sincerely,

Varcomm Broadband Inc.

Advice Letter No. ____
Decision No. _____

Issued by:
Eric N. Votaw
President and Chief Executive Officer

Date Submitted: _____, 2020
Effective: _____, 2020
Resolution No.