

**INTERSTATE OPERATOR SERVICES**

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**SECTION 2. RULES AND REGULATIONS**

**2.1 ESTABLISHING AND FURNISHING SERVICE**

These regulations are added to those pertaining to specific service items in other sections. Any change in rates or regulations approved by appropriate governmental authority modifies all service terms and conditions.

**2.2 UNDERTAKING OF THE COMPANY**

- A. Service is furnished for interstate telecommunication services originating in the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming, under the terms and conditions of this Tariff. (C)
- B. Company shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this Tariff.
- C. The Company neither owns nor operates telecommunications facilities within the states of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington, and Wyoming, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, a customer shall be considered a customer of the Company, and not a customer of any other carrier. (C)
- D. Service is available 24 hours per day, 7 days per week.

**2.3 LIMITATIONS**

- A. Service is offered subject to the availability of facilities and the provisions of this Tariff.
- B. The Company reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control when a customer is using service in violation of the law or in violation of the provisions of this Tariff.
- C. Service may not be used for any unlawful purpose.
- D. A customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the customer without the prior written consent and approval of the Company.
- E. The provision of service will not create a partnership or joint venture between the Company and the customer nor result in joint service offerings to their respective authorized users.
- F. Neither the Services provided pursuant to this Tariff, or the customer's obligations hereunder may be assigned or otherwise transferred without the prior written consent of the Company.

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**SECTION 2. RULES AND REGULATIONS****2.4 TERMS AND CONDITIONS**

- A. The customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body.
- B. In the event the Company files suit or retains an attorney to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedies, all attorney's fees for in house and outside counsel, court costs, costs of investigation and any other related expenses in connection therewith.
- C. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.

**2.5 LIABILITY**

- A. The Company shall not be liable to a customer or any other person, firm, entity, for any failure to perform its obligations under this Tariff due to any cause or causes beyond its reasonable control, as determined by the Company.
- B. The Company is not liable for any act or omission of the customer, authorized user, or any other company or companies furnishing a portion of the service. In no event shall the Company or any of its affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any service, facility or transmission of any person or entity furnishing any portion of the service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.
- C. The Company shall be indemnified and held harmless by the customer against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, by the Company.
- D. The Company shall not be liable for any defacement of or damages to the premises of a customer or authorized user resulting from the furnishing of service, which is not the direct result of the Company's negligence.

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**SECTION 2. RULES AND REGULATIONS****2.5 LIABILITY (CONT'D)**

- E. The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.
- F. In no event shall the Company or any of its affiliates be liable to a customer, its customers or any of their affiliates under this Tariff for any loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages incurred or suffered as a result of incorrect or defective transmissions, or any direct or indirect consequences thereof, while using the services, performance, non-performance, termination, breach, or other action or inaction, on the part of the Company, under this Tariff, even if the customer advises the Company of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.
- G. The customer shall indemnify and hold harmless the Company, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorney's fees and disbursements, sustained by the Company in any action commenced by any third party and arising in connection with the customer's performance of its obligations and duties under this Tariff; and the customer shall indemnify and hold the Company harmless from and against any and all claims arising from or relating to the Company's provision of facilities or services to a customer under this Tariff.
- H. The Company shall be entitled to take, and shall have no liability whatsoever for any action as deemed necessary or appropriate by the Company to bring the services or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency. The customer shall cooperate fully with the Company and take all actions, as may be requested by the Company, to comply with any such rules, regulations, orders, decisions or directives.

**2.6 CANCELLATION OF SERVICE BY A CUSTOMER**

A customer may, at their option, cancel or terminate the use of service at any time.

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**SECTION 2. RULES AND REGULATIONS**

**2.7 USE OF SERVICE**

The Company's services may not be used for the unlawful or unauthorized provision of telecommunications services.

**2.8 PAYMENT ARRANGEMENTS**

- A. The customer is responsible for payment of all charges for services furnished to the customer and/or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided equipment or facilities by third parties, including, without limitation, the customer's employees or the public.
- B. All stated charges in this Tariff are computed by the Company exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc., shall be paid by the customer.
- C. Any objections to billed charges must be promptly reported to the Company or its authorized agent(s). If the Company does not receive notice of a dispute of charges within 60 days after an invoice is rendered, such invoice may be deemed to be correct and binding. Adjustments to invoices shall be made to the extent that circumstances exist which reasonably indicate that such charges are inappropriate.
- D. In the event the Company incurs fees or expenses in collecting, or attempting to collect any charges owed the Company, or to otherwise enforce the provisions in this Tariff, the customer will be liable to the Company for the payment of all such fees and expenses. Such fees and expenses may include, but are not limited to, attorney's fees, court and other costs, costs of investigation, and any other related expenses in connection therewith.
- E. Billing is provided by the local exchange company on behalf of the Company and the local exchange company's tariffed payment of bill policy applies.
- F. The Company does not collect advance payments or deposits.

**2.9 RESTORATION OF SERVICE**

The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.10 INSPECTION**

The Company, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to insure compliance with Tariff regulations.

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**SECTION 2. RULES AND REGULATIONS**

**2.11 CANCELLATION FOR CAUSE BY THE COMPANY**

- A. The Company may discontinue the furnishing of service(s), upon ten days written notice, without incurring any liability, upon a violation of any of the provisions governing the furnishing of service under this Tariff or any applicable laws, rules or regulations, or upon non-payment of any sum owing to the Company.
- B. The Company may immediately discontinue the furnishing of service(s) to a customer without incurring any liability, if the Company determines that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities, or services.
- C. The Company may immediately discontinue the furnishing of service(s) to a customer, without incurring any liability, if the customer uses, or attempts to use, service with the intent to avoid payment, either in whole or in part, by rearranging, tampering with, or making connections to the Company's service which is not authorized by this Tariff or by using tricks, schemes, false or invalid account numbers, false credit devices, electronic devices, or any other fraudulent means or devices.
- D. The Company may immediately discontinue the furnishing of service(s) to a customer, upon ten days written notice, without incurring any liability, if a voluntary or involuntary proceeding is commenced by or against the customer in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law; or the customer makes an assignment for the benefit of creditors which is not dismissed within 60 calendar days of filing; or the customer generally does not, or is not able to, pay debts as they become due.
- E. The Company may immediately discontinue the furnishing of service(s) to a customer, upon 10 days written notice, without incurring any liability, if the customer fails to perform or observe any regulation or obligation set forth under this Tariff and any such failure remains unremedied for 15 days after receipt of a notice from the Company informing the customer of such failure.
- F. Discontinuance of service(s) by the Company pursuant to this Section shall not relieve the customer of any obligations to pay the Company for charges due and owing and/or service(s) furnished up to the time of discontinuance.

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**SECTION 2. RULES AND REGULATIONS**

**2.12 ALLOWANCE FOR INTERRUPTIONS**

- A. The customer may be eligible for an Allowance for Interruption in service, subject to the following conditions:
1. A credit allowance is applicable to that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call.
  2. No credit allowances shall be made for:
    - a. Interruptions that are caused by the negligence of the customer or others authorized by the customer to use the customer's service.
    - b. Interruptions that are due to the failure of power, equipment, systems, or services not provided by the Company.

**2.13 SPECIAL SERVICES**

The Company may offer discounted rates directed to employees, pensioners, officers, directors or board members and employees, pensioners, officers, directors or board members of affiliates of the Company.

**2.14 SPECIAL TAXES, FEES, CHARGES**

- A. Insofar as practicable, any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company.

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SECTION 2. RULES AND REGULATIONS

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**2.14 SPECIAL TAXES, FEES, CHARGES (CONT'D)**

B. Federal Universal Service Fund

As a result of regulatory reform, certain government subsidies and other government-imposed charges previously collected through local exchange access usage rates are now assessed directly upon interexchange carriers on a per-customer basis. The following flat rate charges may apply to the customer's total charges as a result. These charges will be itemized on the end user's bill and are in addition to the rates for services previously described in this Tariff or other Company Rates and Services Schedules.

	<b>CHARGE FACTOR</b>
• Residential	12.3% (R)
• Business	12.3% (R)

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