

**TELEFONICA LARGA DISTANCIA DE
PUERTO RICO, INC.**

**Tariff No. 3
Original Sheet No. 1**

Issued: June 1, 2015

Effective: June 15, 2015

TARIFF NO. 3
PUERTO RICO TELECOMMUNICATION SERVICES TARIFF

of

TELEFONICA LARGA DISTANCIA DE PUERTO RICO, INC.

This tariff is applicable to the services provided by Telefonica Larga Distancia de Puerto Rico, Inc. (“TLD” or “Company”), originating and terminating in Puerto Rico.

The TLD principal offices are at 1502 Roosevelt Avenue, Guaynabo, Puerto Rico 00968. This Tariff is on file with the Puerto Rico Telecommunications Regulatory Board (“Board”) Copies may be inspected during normal business hours at TLD principal offices and/or TLD’s website.

Telefonica Larga Distancia de Puerto Rico, Inc.
1502 Roosevelt Ave.
Guaynabo PR 00968
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CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the top of this sheet. Asterisk (*) means new or revised sheet.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original		
2	Original		
3	Original		
4	Original		
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EXPLANATION OF SYMBOLS

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

- (C) Change in regulation or text
- (D) Discounted Rate or Regulation
- (I) Rate Increase
- (M) Matter Relocated Without Change
- (N) New Rate or Regulation
- (R) Rate Reduction
- (T) Change in Text but no Change in Rate or Regulation.
- (Z) Correction

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SECTION 1 - TECHNICAL TERMS AND DEFINITIONS

Board: Used throughout this tariff to mean the Puerto Rico Telecommunications Regulatory Board.

Called Station: The station called, or termination point of a call.

Customer: The person who, entity or corporation which, orders a service and by receiving and using the service agrees with and is responsible for the payment of charges and compliance with TLD's tariff regulations.

Company or TLD: Telefonica Larga Distancia de Puerto Rico, Inc.

Direct Inward Dialing (DID): Is a service which allows an incoming exchange call to be dialed directly by a calling party to a station associated with a switching system or PBX located at the end user's premises without attendants' assistance.

Disconnect or Disconnection: The termination of a circuit connection between the origination station and the called station or TLD's operator.

Holidays: Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (first Monday in September), Thanksgiving Day (fourth Thursday in November) and Christmas Day (December 25).

Monthly Recurring Charge (MRC): A scheduled payment payable each month.

Non recurring Charge (NRC): One time charges applicable when service is furnished to a new customer or additional services to an existing customer.

PBX: A private branch exchange.

Premises: A building or building in a contiguous property, not separated by a public highway or right-of-way.

Station: Each telephone on a line where no telephone associated with the line is provided on the

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same premises and in the same building; the first termination is station equipment or a jack for use with a portable phone.

Toll Free Services: Services which allow callers to reach businesses and/or individuals without being charged for the call. The Customer is the business or individual who receives the call.

Trunk: A communication path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

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SECTION 2 – REGULATIONS

2.1 Undertaking by the Company

2.1.1 General

- A. TLD shall provide the services in accordance with the terms and conditions provided in this tariff, which may be amended from time to time by TLD.
- B. TLD is a facilities based provider of telecommunications services to Customers for their direct transmission and reception of voice, data and other types of communications. TLD may resell access, switching, transport and termination of local services provided by other telecommunications carriers.
- C. The Company's services are provided on monthly bases unless otherwise stated, and are available twenty four hours per day, seven days per week.
- D. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse to provide further service due to late payment or nonpayment by Customer.

2.1.2. Limitations of the Provision of Service

- A. Customer acknowledges that Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration or limitations imposed by the possible underlying Carrier, or because of equipment modifications, upgrades, repairs or improvements of the possible underlying Carrier's radio telephone system. The Company does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. The Company will work to restore Service in the case of any failures, outages or limitations of Service but takes no responsibility for any such Service interruptions or problems caused by factors beyond the

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Company's control.

- B. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, process or code. All rights, titles and interests remain at all times solely with the Company.
- C. Company may assign its right and titles and the provision of the Services without notification to or consent from Customer. Prior written consent from the Company is required before any assignment or transfer by Customer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- D. In the event of failure, service will be restored in accordance with Part 64, Subpart D of the FCC's Rules and Regulations, which specifies the priority for such activities.

2.1.3. Limitation of Liability

- A. Company shall not be liable for any damages, including usage charges, which the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer controlled or Customer provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- B. Company's liability for its own negligence or any other reason may not in any event exceed the prorated charge for service during the period damages occurred.
- C. In no event shall the Company be liable for any indirect, special, incidental, consequential, exemplary or punitive damages, losses or

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injuries of any kind, including but not limited to lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of Services.

- D. The Company will not be liable for any act or omission of any other company furnishing a part of the Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.
- E. No liability shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions or delays of the Company, its distributors, agents or employees in the establishing, furnishing, rearranging, moving, terminating or changing of Services.

2.2 Customer Responsibility

- A. The Customer may use the service for the transmission of communications for any lawful purpose for which it is technically suited.
- B. Service may not be used for any unlawful purpose.
- C. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices or in any way misrepresenting the identity of the Customer..
- D. The Customer indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted using its Services; against claims for infringement of patents arising from combining with, or using in connection with, Services of the Company, apparatus and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with Services provided by the Company.

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2.3 Termination of Service

- A. The Customer may terminate Service only as provided in the agreement between the Customer and the Company.
- B. The Company may terminate Service at any time with a thirty day written notice, unless otherwise provided in an agreement between the Customer and the Company. In such event, applicable provisions of the agreement shall prevail.
- C. The Company may terminate the Service, with a five day notice, for the following reasons:
 - 1. Nonpayment of any sum due the Company beyond the payment due date.
 - 2. Due to Customer's breach of any provision of the Company's rules, terms and conditions or due to Customer's violation of any applicable rule, regulation or tariff or reasonable standards of the Company.
 - 3. Due to Customer's use the Service fraudulently or in violation of any laws, rules or regulations.
 - 4. Any use of Service that interferes with another Customer's Service or that is used for any purpose other than communication.
 - 5. Customer's use of Directory Assistance to obtain a name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the Service.
- D. Once a Customer's Service has been terminated by Company, Service will be reestablished only upon the basis of a new application for Service in addition to any charges due up to the date of termination.

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2.4 Description of Service

2.4.1 Scope of Service

- A. Services are limited to the Company's Designated Service Area.
- B. Statements by the Company's employees, representatives, distributors or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will available without interruption.

2.4.2 Computation of Charges

- A. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- B. Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods. Timing for each call ends when either party hangs up.
- C. The Customer is responsible for payment of all charges for facilities and services furnished by the Company. Charges are based on actual usage, and usage charges are billed monthly in arrears while all monthly fixed recurring charges are billed in advance.
- D. The Company reserves the right to bill services offered and to demand the payment of these services for a term of five years, in accordance with the Civil Code of Puerto Rico Section 5296 (Actions that prescribe at five 5 years).
- E. The Customer has twenty days to pay or object the invoice, pursuant to the dispute and suspension of service procedure established by the Company which shall be consistent with applicable law and Board regulation. If there is an agreement between the Customer and the Company, applicable

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provisions of the agreement shall prevail.

- F. The Company may suspend the services pursuant to the dispute and suspension of service procedure established by the Company which shall be consistent with applicable law and Board regulation. If there is an agreement between the Customer and the Company, applicable provisions of the agreement shall prevail.

2.4.3 Rates and Charges

- A. Customers are responsible for paying all charges including, but not limited to 1) charges for optional Service features selected by the Customer.
- B. All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed separately if applicable and are not included in the rates quoted herein.

2.4.4 Customer Complaints

All customer inquiries or complaints will be handled pursuant to the Board's applicable rules and regulations. If there is an agreement between the Customer and the Company, applicable provisions of the agreement shall prevail.

Customer inquiries or complaints regarding Service or accounting may be made in writing or by telephone to the Company at:

Telefonica Larga Distancia de Puerto Rico, Inc.
Attn: Legal Department
1111 Brickell Ave. 10th Floor
Fax: 787.726.2770
Email: florencia.defreitas@telefonica.com

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SECTION 3 PROMOTIONAL OFFERINGS

3.1 General

The Company may from time to time engage in promotions of its services designed to attract new Customers or to increase awareness of particular offerings among existing Customers. These promotions will be for a limited time period.

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SECTION 4 SERVICES AND CHARGES

- 4.1 Voice Termination Wholesale Services: All calls terminating in Puerto Rico- \$0.0235 per minute.**