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SBC Long Distance, LLC d/b/a AT&T Long Distance NY PSC Tariff No. 1 – Telephone

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### **SECTION 2 - RULES AND REGULATIONS**

# 2.23 Notices

- 2.23.1 Any notice the Company may give to a Customer will be by written notice mailed to the Customer's billing address or to such address as may be subsequently given by the Customer to the Company. Except as otherwise provided by these rules or in a signed agreement, any notice from the Customer may be given by the Customer or the Customer's authorized representative to the Company orally or by written notice mailed to the Company.
- 2.23.2 Any notices provided by Company pursuant to this Tariff are deemed given and effective upon the earlier of (a) actual receipt by Customer or (b) three days after mailing if sent by mail, the day after express overnight delivery, or the day the notice is left at the Customer's Premises.

# 2.24 Lost Or Stolen Calling Card Or PIN

Upon knowledge of facts which would alert a reasonable person to the possibility of unauthorized use of the Customer's calling card or PIN, the Customer will alert and give notice to the Company of such facts. Upon receipt of notice, the Company will deactivate the PIN associated with the card. If requested by the Customer, a new calling card and PIN will be issued to the Customer. The Customer will be excused from liability only with respect to unauthorized calls placed after receipt of such notice by the Company.

#### 2.25 Reserved for future use

## 2.26 Revenue and Term Plan Commitments

# 2.26.1 General

- (A) The terms and conditions for qualifying for each specific offering are described in Section 3 this Tariff. Business Customers subscribing to one of the Company's High Volume Calling plans, SBC Long Distance Virtual Private Network (VPN) or Signature Block of Time on a 2-year or 3-year term plan commitment are required to sign term plan agreements. This section also applies to Business Optional Calling Plans with MRC and term commitment.
- (B) By committing to a MAC or an MMC, the Customer commits to spending a predetermined dollar revenue volume, either annually in the case of a MAC or monthly in the case of an MMC.

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