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Subpoena, Call Trace, and Trap & Trace Policy

General

This Subpoena, Call Trace, and Trap & Trace Policy applies to all wholly-owned subsidiaries of Integra Telecom, Inc., including Eschelon Telecom, Inc. and Electric Lightwave LLC. The Integra Telecom ("Integra") Privacy Policy provides that we will not release personally identifiable information, that is, information sufficient to identify a particular subscriber, including account and call record information, except under specific circumstances. The Privacy Policy provides in part as follows:

Occasionally, Integra may be required by law enforcement or judicial authorities or other legal process to provide information collected from its customers and web visitors. We will disclose such information upon receipt of a court order or subpoena, or as otherwise provided by law.

If you seek the identity of or account information about an Integra customer in connection with a criminal or civil legal or investigative matter, you must serve Integra with a valid subpoena, court order, or other valid law enforcement directive, at the address below, either in person or via facsimile transmission, or at our agent for service of process. You must also agree to compensate Integra for our subpoena response services according to the terms of this policy and/or any applicable rule or law.

Subject to the restrictions on disclosure of information to customers set forth above, Integra must provide Call Trace and/or Trap & Trace upon request from its customers or

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law enforcement agencies. The request must be in writing unless there is an emergency situation. An emergency situation is any situation wherein there is an imminent risk of substantial bodily harm, death, or abduction. If there is an emergency situation, Integra may conduct the Call Trace or initiate the Trap & Trace procedures upon oral request, however, no records will be released prior to written confirmation verifying, to Integra satisfaction, the identity of the requestor as a law enforcement officer. Under no circumstances will Integra release any records to anyone other than a law enforcement officer.

If an Integra customer requests or activates (through special dialing code) a Call Trace, Integra must conduct the Call Trace for the customer. The customer must immediately notify Integra Customer Care that a Call Trace has been activated. However, Integra will not release the results of a Call Trace or a Trap & Trace effort to its customer. Integra must refer all information captured by a Call Trace or Trap & Trace to the appropriate law enforcement agency and direct the customer to work directly with the law enforcement agency.

IF YOU ARE A CUSTOMER WITH AN EMERGENCY, DO NOT CALL INTEGRA - CALL 911 IMMEDIATELY.

Service of Subpoenas and Other Legal or Law Enforcement Directives

All criminal or civil subpoenas served directly upon Integra should be directed to the custodian of records listed below:

Custodian of Records
Integra Telecom
6160 Golden Hills Drive
Golden Valley, Minnesota 55416
Facsimile: 763-745-8459

Questions or requests for assistance should be directed to Kim Wagner, Legal & Regulatory Administrator, 763-745-8468 or kkwagner@integratelecom.com.

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Notice to Subscribers

Unless prohibited by law, upon receipt of a valid civil subpoena, Integra may notify the customer whose information is sought via facsimile or U.S. mail.

Fees for Subpoena Compliance

Integra charges the following rates for compliance with civil subpoenas. We will invoice the person or entity submitting the subpoena following receipt. The subpoena proponent must make payment within 30 days from the date of receipt of our invoice. Checks should be made payable to Integra Telecom. Integra's subpoena compliance fees and charges are as follows:

- \$75.00 for response including research time
- \$0.25 cents per copy

RESPONSIVE. RELIABLE. LOCAL.

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