



## Telecommunications Service Guide

This Service Guide, in conjunction with any applicable Easton Telecom Services, L.L.C. Service Agreements, Tariffs or Price Lists, constitutes the terms, and conditions governing use of Easton's retail Telecommunications Services, Customer responsibilities and Company responsibilities within each jurisdiction where the Company is authorized to provide telecommunications services.

For additional information or assistance, please visit us on the web at [www.eastontel.com](http://www.eastontel.com) or contact our Customer Care representatives, toll free at 800.222.8122, or in writing addressed to the attention of Customer Service, 3046 Brecksville Road, Summit II, Richfield, OH 44286.

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## APPLICATION

This Service Guide establishes the standard terms and conditions applicable to the provision and use of Easton Telecom Services, L.L.C.'s ("Easton" or "Company") retail local exchange and interexchange Telecommunications Services in those jurisdictions where Easton has been authorized to provide Telecommunications Services and does not maintain a tariff. A written Service order or use of Easton's Services constitutes agreement to all terms and conditions set forth herein, including any other documents specifically incorporated herein by reference.

This Service Guide applies exclusively to retail telecommunications Services furnished by Easton and does not apply, unless otherwise specified, to any other services, including, without limitation, information services and other unregulated services offered by Easton. Except as expressly specified with respect to particular Service plans ordered by Customers. This Service Guide does not apply to lines, facilities, or services furnished to Customers by other carriers, including, without limitation, lines, facilities, or services that are used by Customers to access Easton's Services or to complete calls to or from points beyond Easton's local network calling areas. Customers are solely responsible for obtaining any Customer Premises equipment and for establishing suitable agreements or other arrangements with other carriers that may be needed to access and use Easton's Services.

This Service Guide, together with any applicable Tariffs, Price Lists, and/or service agreements, establish the sole and exclusive rates, terms, conditions, and understandings pertaining to Easton's provision and Customer's use of retail telecommunications services ordered by Customer, and supersede all prior proposals, representations, and understandings, whether written or oral, with respect to such Services. No provisions of this Service Guide or those appearing in any applicable Tariff may be changed, waived, or otherwise amended, or modified in any manner except pursuant to a written document that has been duly executed by Easton for such a purpose.

In the event of any conflict between the provisions of this Service Guide and any applicable Tariff or Written Agreement, such conflict will be resolved by giving preference, first, to the applicable Tariff provisions, second to a Customer-specific Written agreement, and then to this Service Guide.

BY PRESUBSCRIBING, OTHERWISE UTILIZING, OR PAYING, DIRECTLY OR INDIRECTLY FOR COMPANY'S SERVICES, YOU HEREBY AGREE TO THE RATES, CHARGES, TERMS, AND CONDITIONS WHICH FOLLOW. IF YOU BELIEVE THAT YOUR USE OF SERVICES HAS BEEN MADE IN ERROR, PLEASE CONTACT EASTON'S SERVICE DEPARTMENT IMMEDIATELY AT 800.222.8122.

Easton's terms and conditions are subject to change at Easton's sole discretion unless otherwise directed by a regulatory utility Commission. Customers will be notified of changes through bill messages or inserts or otherwise in accordance with applicable law prior to the date on which changes become effective. Changes will also be posted on Easton's website at <https://eastontelecom.com>.

For additional information or assistance, please visit us on the web at [www.eastontelecom.com](http://www.eastontelecom.com) or contact our Customer Care representatives, toll free at 800.222.8122, 330.659.6700, via Email to [custservice@eastontel.com](mailto:custservice@eastontel.com) or in writing addressed to the attention of Customer Service, 3046 Brecksville Road, Summit II, Richfield, OH 44286. Customer Service representatives are available to address inquiries during company business hours from Monday through Friday 8:30 a.m. to 5 p.m. Eastern Time.



## TERMS

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Company** - "Company" refers to Easton Telecom Services, LLC, unless otherwise specified or clearly indicated by the context.

**Commission** - The Federal Communications Commission or state regulatory utility commission having jurisdiction over the Company's Telecommunications Services.

**Common Carrier** - A company or entity providing Telecommunications services to the public.

**Customer or Subscriber** - The person, firm, partnership, corporation, municipality, cooperative organization, governmental agency, etc., that is provided a Service and that is responsible for the payment of charges and compliance with this Service Guide and any Written Service agreement.

**Due Date** - The last day for payment without unpaid amounts being subject to a late payment charge.

**Early Termination Fee** - a Customer paid fee resulting from Service termination more than thirty (30) days prior to the established Service termination date.

**Individual Case Basis ("ICB")** - A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given, for Service difficulties such as slow dial tone, circuits, busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this Service Guide by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this Service Guide, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this Service Guide or by applicable law or regulation.

**Local Exchange Services** - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within established local calling areas.

**Premises** - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Monthly Recurring Charges (MRC)** - Monthly charges to the Customer for Services, which continue for the agreed upon duration of the service.

**Non-Recurring Charge (NRC)** - A one-time charge assessed to initiate and establish a Service or in connection with other work performed by the Company.

**Price List** - a jurisdiction-specific listing of Company Services and corresponding rates in jurisdictions where Company is not otherwise required to maintain a Service tariff.

## TERMS

**Public Safety Answering Point (PSAP)** - The answering point for a 911 call. A PSAP may be designated as Primary or Secondary emergency call answering point, which refers to the order in which calls are directed for answering. Primary PSAPs answer first; Secondary PSAPs receive calls on a transfer basis only. Any person dialing 911 from a telephone number that is used for local exchange telephone network access and arranged to provide 911 service will be automatically connected to the appropriate PSAP for that telephone.

**Service(s)** - The intrastate and interstate retail telecommunications Services that Company offers pursuant to this Service Guide.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

**Term** - The period of time during which Service is to be provided.

**Written; In Writing** - Both "written" and "in –writing" describe materials intended to be read, either in hardcopy document form (including fax) or transmitted through electronic media. For purposes of these rules, whenever anything is required to be provided "in writing" or in "written" form (e.g., a disclosure, a notice, or a confirmation), the requirement may be satisfied through the use of electronic media if both the Company and Subscriber parties to the communication have agreed to do so. If they have not, a tangible, hardcopy document is required. (The Company's electronic communications with customers and agreements to use electronic communications must satisfy the requirements of the federal Electronic Signatures Act, 15 USCA §§ 7001 et seq. and/or state law, as applicable.)



## **CONDITIONS OF SERVICE**

### **UNDERTAKING OF COMPANY**

Company undertakes to provide Services subject to the terms and conditions set forth below unless otherwise established under Tariff and/or Written Agreement.

Company's Services are furnished for telecommunications originating and/or terminating in any area within the jurisdiction where Company is authorized to provide, and provides, Telecommunications service to Customers.

Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.

Company does not transmit messages but its Services may be used for that purpose.

Company's Services are provided monthly unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Service Guide.

Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary, because of lack of facilities or due to some other cause beyond the Company's control.

The furnishing of Service subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Company or other underlying service providers to the Company for resale.



## **CONDITIONS OF SERVICE**

### **CUSTOMER'S USE OF SERVICE**

Service may be used for any lawful purpose consistent with this Service Guide and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.

Equipment Company may provide or install at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided such equipment. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

The Services Company offers may not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer with respect thereto.

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to terminate transmission of signals if said transmission is causing interference to others.

Service may not be used in any manner to annoy, abuse, threaten, or harass other individuals.

The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited and subject to prosecution.

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 solely with the Company.

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs, service guides, price lists, or other publicly available documents.



## **CONDITIONS OF SERVICE**

### **APPLICATION FOR SERVICE**

A Customer desiring to obtain Service must complete the appropriate Service order form and submit the Service order in compliance with Company subscription requirements as may be established from time to time.

The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.

Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded as described below.

Request for Service under this Service Guide will authorize Company to conduct a credit search on the applicant. Company reserves the right to refuse Service based on applicant's credit history and to refuse further Service due to late payment or nonpayment by the Customer.

Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of his Service Guide.

Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws, Commission, and state regulatory utility commission regulations, policies, orders, and decisions.





## CONDITIONS OF SERVICE

### DEPOSITS

Though the Company typically does not require deposits, where allowable by State or Federal regulation, Company may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.

Where allowable by State or Federal regulation, Company may require a deposit from an existing Customer as a condition to the further provision if, according to Company's assessment, the Customer has become a credit risk.

Unless otherwise established by Federal or State regulation, Company will calculate the maximum deposit required from an applicant for business Service or an existing Business customer by estimating the expected charges for Service for up to a four (4) month period. Company may adjust the amount of deposit to be held in order to maintain up to a four (4) month estimated amount when, according to Company's assessment, such adjustment is deemed necessary to adequately secure the account.

Company may request that a maximum of one third of the amount of a requested deposit from any customer be paid within 12 days after the date of the request for deposit. An applicant may be requested to pay no more than one third of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A Customer or applicant may, at their option, pay the deposit on a more expedited schedule.

Customer's may satisfy deposit requirements as follows:

- In cash,
- By an acceptable bank letter of credit,
- A surety bond issued by an insurance company that has received a certificate of authority from the Department of Insurance to do business in Illinois.
- Other forms of security acceptable to Company.

When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.

Interest rates applied to Customer deposits held by Company are prescribed by the Commission having jurisdiction over the Service.

## CONDITIONS OF SERVICE

### CREDIT

Company, to ensure payment of its charges for Service or for loss of or damage to Company property, will require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Service Guide as to the payment of bills and in no way modifies applicable provisions of this Service Guide regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

Company may require any applicant or Customer to establish and maintain credit by:

- Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing
- By submitting a business credit evaluation plan. Such a plan will be submitted to the Commission
- Providing a suitable guarantee in writing, in a form presubscribed by Company; or
- Paying a cash deposit.

Company may determine, in its sole discretion, whether a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available, and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

- The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months
- The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months
- The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of un-collectability; and
- The applicant provides accurate credit information as appropriate.

To safeguard its interests, Company may require a Customer to make an advanced payment before Services are furnished unless otherwise prohibited by regulation in the jurisdiction over the Service. The advanced payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advanced payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advanced payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit.

Customer credit information may be exchanged between telecommunications companies and other utilities in the ordering or provision of Service. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission. If an applicant for Service is unable to provide satisfactory credit information, the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.



## **CONDITIONS OF SERVICE**

### **MINIMUM SERVICE PERIOD**

Unless otherwise established under a separate Service agreement, the Minimum Service Period is one month (30 days). The Customer must pay the established Service rate for the Minimum Service Period. If a Customer disconnects Service before the end of the Minimum Service Period, the Customer must pay the established Service rate for the remainder of the Minimum Service Period through assessment of an Early Termination Fee.

When the Service is moved within the same building, to another building on the same Premises, or to a different Premises entirely, the period of Service at each location is accumulated to calculate if the Customer has met the Minimum Service Period obligation.

If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the Minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the Minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

### **EARLY TERMINATION FEE**

Should the Company terminate Service for a breach of the terms and conditions set forth herein and/or any applicable Service agreement, or should Customer elect to terminate Service following execution of an applicable Service agreement or order but prior to the expiration of the Term, without cause, except as otherwise detailed in the applicable tariff, service guide, price list, or other Service agreement, Customer shall pay, in addition to any amounts owed Company through the effective date of the termination, and early termination fee equal to 1) the then current monthly recurring charge for Service multiplied by 2) the number of months remaining in the Term *plus* 3) any previously waived non-recurring charges and/or any promotional credits provided to Customer in connection with Customer's purchase of the Services

Customer acknowledges that the Early Termination Fee is a *bona fide* pre-estimate of the loss and damage likely to be suffered by Company and not a penalty. Any applicable Early Termination Fee must be paid by Customer within thirty days of the date of the applicable invoice including the Early Termination Fee.



## **CONDITIONS OF SERVICE**

### **CUSTOMER RESPONSIBILITIES**

The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

The Customer is responsible for compliance with applicable regulations set forth in this Service Guide.

Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.

Customer will return to Company within five (5) business days of Termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.

Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long-distance services not provided by Company.

Customer is responsible for establishing identity as often as is necessary when contacting the Company regarding the Customer's account or when seeking credits from Company.

Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Service Guide, when applicable.

Customer is responsible for the payment of Service charges as set forth in Company Tariffs, Price Lists, or as stated by the Company and charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.

To the extent required, Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.

Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Service Guide, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.

A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Service Guide gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Service Guide constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.

The Customer is responsible for any damages, including usage charges, that the Customer may incur resulting from 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 Company's network without Customer authorization.



## **CONDITIONS OF SERVICE**

### **PAYMENTS AND BILLING**

Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.

Non-Recurring Charges and Monthly Recurring Charges based on actual usage, are billed monthly in arrears, except as provided below.

Unless otherwise prohibited, usage charges may be billed without being detailed as to the duration, time of day, or destination of individual calls. If a Customer accumulates, within any consecutive five (5) day period, usage charges exceeding twice the average monthly usage charges for the previous two (2) monthly billing periods, and the Customer's credit record indicates that satisfactory payment may not be made on this amount, Company may issue a special usage bill. The special bill shall be due ten (10) days from the mailing date of the bill, seven (7) days if hand delivered.

Company accepts the following payment methods for Customers' convenience:

- Check
- Credit Card
- Automated Clearing House wired payment

If any portion of the payment is not received by the Company by the bill due date, or if any portion of the payment is received by the Company in funds that are not immediately available, a late payment fee may be imposed by the Company. The late payment fee will be established at the rate of 1.5% per month or the highest rate permitted by law or regulation.

A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis.

Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "Non-Sufficient Funds" or other reasons will incur a nonrecurring charge of \$35.00 per check, or the highest rate permitted by law.

A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12) month period. "Cash only" is herein defined as cashier's checks, U.S. currency, or money orders.

Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

In the event that a Customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company shall refund the overcharge with interest from the date of overpayment by the Customer. The rate of interest shall be the rate as established by the Commission to be paid on deposits. The refund shall be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final, or if so requested by the Customer.



## CONDITIONS OF SERVICE

### PAYMENTS AND BILLING, Continued

The due date on a Customer's bill is the date printed on the bill, or net 25 days. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the Company or in United States currency.

The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

Billing inquiries may be directed to the Company at the address below or its toll- free number **1-800-222-8122**. When a Customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the Customer pays the undisputed portion of the bill; pays all future periodic bills by the Due Date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due. The Company's address is:

Customer Service  
Easton Telecom Services, LLC  
P.O. Box 550  
Richfield, OH 44286

## CONDITIONS OF SERVICE

### PAYMENTS AND BILLING, Continued

In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:

In the event a Customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the Company will refund the overcharge with interest from the date of overpayment by the Customer.

- First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- The Customer pays the undisputed portion of the bill by the Due Date shown on the bill or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending Termination.
- If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission and/or state regulatory utility commission having jurisdiction for its investigation and decision:

**Federal Communications Commission** complaints may be submitted at <https://consumercomplaints.fcc.gov/hc/en-us>

**State regulatory utility commissions** are listed at <https://www.naruc.org/about-naruc/regulatory-commissions/>

- Company will not disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- Company will respond to the Commission or state regulatory utility commission requests for information within ten (10) business days, or as otherwise set forth by the requesting entity.
- The Commission will review the claim regarding the disputed amount, communicate the results of its review to Customer, and require disbursement according to those results.
- After the investigation and review are completed by Company as noted above, if Customer elects not to deposit the amount in dispute with Commission, 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 Company notifies Customer that the investigation and review are completed and that such payment must be made, or Service will be interrupted. However, the Service will not be disconnected prior to the Due Date shown on the bill.
- Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, 47 U.S.C. §415.





## CONDITIONS OF SERVICE

### PAYMENTS AND BILLING, Continued

- If there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Commission having jurisdiction.

### BILLING AND BILLING DISPUTES FOR CALIFORNIA CUSTOMERS

If the Customer is not satisfied with the Company's response, the Customer submit a complaint to the California Public Utilities Commission (CPUC) by visiting <http://www.cpuc.ca.gov/complaints/>. Billing and service complaints are handled by the CPUC's Consumer Affairs Branch (CAB), which can be reached by the following means if the Customer prefers not to submit a complaint online at [www.cpuc.ca.gov](http://www.cpuc.ca.gov):

Telephone: 1-800-649-7570 (8:30 AM to 4:30 PM, Monday through Friday)  
TDD: 1-800-229-6846."  
Mail: California Public Utilities Commission, Consumer Affairs Branch,  
505 Van Ness Avenue, Room 2003, San Francisco, CA 94102

Customers with limitations hearing or speaking, 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 Customer prefers having calls immediately answered in your mode of communication, dial one of the toll-free language-specific numbers below to be routed to the California Relay Service provider.

<i><b>type of Call</b></i>	<i><b>Language</b></i>	<i><b>toll-free 800 Number</b></i>
<i>TTY/VCO/HCO to Voice</i>	<i>English Spanish</i>	<i>-800-735-2929 -800-855-3000</i>
<i>Voice to TTY/VCO/HCO</i>	<i>English Spanish</i>	<i>-800-735-2922 -800-855-3000</i>
<i>From or to Speech-to- Speech</i>	<i>English &amp; Spanish</i>	<i>-800-854-7784</i>

To avoid having service turned off while waiting for the outcome of a complaint to the CPUC **specifically regarding the accuracy of a bill**, the Customer should contact CAB for assistance. If the Customer's case meets the eligibility criteria, CAB will provide the Customer with instructions on how to mail a check or money order to be impounded pending resolution of the case. The Customer must continue to pay current charges while the complaint is under review to keep service turned on.

Service may not be discontinued for nonpayment of a disputed amount if the subscriber has: (a) submitted a claim to CAB for informal review; and (b) deposited the disputed amount with the Commission. During the time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge.

Neither party to a complaint involving service to a Consumer (i.e., neither the Company nor Customer) will be liable to the other for attorneys fees or other costs incurred in connection with any complaint brought before the Commission, FCC, or any other government agency, other than a court of law having jurisdiction over the matter.





## **CONDITIONS OF SERVICE**

### **TAXES AND SURCHARGES**

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

### **ALLOWANCES FOR INTERRUPTION OF SERVICE**

For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.

Credit allowances will be for interruptions of Service which are not due to Company's testing or adjusting (when proper notice and release is obtained), to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer or another Carrier and are subject to the general limitation of liability provisions set forth in herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.

For purposes of computing a credit, each month is considered to have 720 hours. No credit will be allowed for an interruption of a continuous duration of less than two hours. Company will credit the Customer for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the Service affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected Service

Commission service credit rules take precedence in the event that the above provisions may conflict with Commission rules.

## **CONDITIONS OF SERVICE**

### **SUSPENSION, TERMINATION OR MODIFICATION OF SERVICE BY CUSTOMER**

Customers may suspend or terminate Service by providing written notice to Company prior to suspension or termination unless otherwise established under a written agreement. Notice must specify the date on which Service is to be suspended or terminated.

The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.

If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the Minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.

If the Customer cancels Service after Company has completed installation, the charge set forth above will apply to the extent Company has not yet recovered the costs described above. In addition, the Minimum Service period obligations will apply regardless of whether Service has been initiated and the charges due apply.

In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

Company may immediately discontinue furnishing the Service to a Customer without incurring liability:

- If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company
- If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services
- For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service
- For use of Company's Services for any purpose other than that described in the application
- In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others
- In the event of tampering with the equipment furnished and owned by Company; or
- In the event of unauthorized or fraudulent use of Service.

## **CONDITIONS OF SERVICE**

### **SUSPENSION OR TERMINATION OF SERVICE BY COMPANY**

Company may, without incurring liability, refuse, suspend or terminate the Service for any of the following reasons, provided that the Company shall issue ten (10) days written notice to the Customer via first-class mail prior to termination of Service.

- If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company
- If Company deems refusal of Service, suspension or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services
- For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service
- For use of Company's Services for any purpose other than that described in the application
- In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or
- In the event of tampering with the equipment furnished and owned by Company
- In the event of abuse or fraudulent use of Service. Abuse or fraudulent use of Service includes:
  1. The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge
  2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the established charge for such Service.
- In the event that the Customer abandons Service.

## **CONDITIONS OF SERVICE**

### **SUSPENSION OR TERMINATION OF SERVICE BY COMPANY, Continued**

- For use of foul or profane language over the Service
- For impersonation of another person with fraudulent intent over the Service
- For nonpayment of any deposit required by the Company
- For violation of the terms and conditions in this Service Guide, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements.
- For failure of the Customer to make proper application for Service including, without limitation, the provision of false information or
- When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

The Company may continue suspension of service until all charges due have been paid and all violations have ceased. During the period of such suspension all monthly charges apply. Should the Customer comply with the Company's instructions during the suspension period, the Customer must pay the Suspended Service Restoration charge set forth in the Company's tariffs and Price Lists in addition to all applicable monthly service charges. The Company may terminate the service without suspension of service or following suspension of Service and disconnect and remove any of its equipment from the Customer's premises. If service is terminated after a suspension, the date of termination is considered the date when service was suspended.

The termination of Service(s) by Company pursuant to this section does not relieve the Customer of any obligation to pay Company for charges due and owing for Service(s) furnished up to the time of termination. A Customer whose Service has been terminated by the Company also must pay the Service Restoration Charges set forth in Company's Tariffs or Price Lists. The remedies set forth herein are not exclusive, and Company is be entitled to all the rights available to it under law or equity.



## **CONDITIONS OF SERVICE**

### **SERVICE RESTORATION**

The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's regulations, which specifies the priority system for service restoration.

When a Customer's Service has been terminated in accordance with this Service Guide and the Service has been terminated through the completion of a Company service order, Service will be restored only upon the basis of application for new Service.

A Customer whose Service has been terminated by the Company also must pay the Service Restoration Charge before Service is restored.

A Customer whose Service has been terminated is required to pay the Service Connection Charge before Service is restored.

A Customer whose Service has been terminated for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due and the Service Restoration Charge set forth in this Service Guide before Service is restored.

Whenever Service has been terminated for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

A Customer whose Service has been suspended by the Company must pay the Service Restoration Charge in addition to all applicable monthly service charges due and owing during the period of suspension.

A Customer whose Service has been suspended at the Customer's request must pay the Service Restoration Charge for the applicable jurisdiction prior to restoration of Service.

## **LIMITATION OF LIABILITY**

Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

- Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities
- Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. Should any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement
- A breach in the privacy or security of communications transmitted over Company's facilities
- Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment
- Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire
- The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations
- Violations of the obligations of the Customer under this Service Guide
- Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees
- The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Service Guide.

## **LIMITATION OF LIABILITY**

- Any loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees
- Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Service Guide, so long as Company has complied with any applicable rules and regulation related thereto
- Fees Company delivered to a jurisdiction in question and not returned to Company
- Any act, mistake, omission, fraudulent act of a third party, interruption, delay, error, or defect caused by or contributed to by:
  1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This includes the provision of a signaling system or other database by another company; or
  2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
  3. A third party.
- Any failures, errors, malfunctions, or omissions of Caller ID Blocking whether arising from or relating to any ordinary negligence or other conduct by Company; or
- Any unauthorized use of the Service provided to Customer.

## **LIMITATION OF LIABILITY**

The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Service Guide. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

The liability of Company's suppliers and vendors for damages arising out of the furnishing of, or failing to furnish, their services, including but not limited to mistakes, omissions, interruptions, delays, errors, defects, or representations, whether caused by acts or omissions of such suppliers and vendors shall be limited to the extension of allowances for interruptions as set for in this Service Guide. The extension of such allowances for interruptions will be the sole remedy of the Customer and the sole liability of Company's supplier and vendors. Company's suppliers and vendors will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer, as a result of any service, equipment or facilities, or the act of omissions, or negligence of Company's suppliers and vendors, its employees or agents.

The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.



## **LIMITATION OF LIABILITY**

The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the even that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

With respect to Emergency Number 911 Service:

- This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer, or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service; or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
- Neither is Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any Services furnished by Company, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arises out of the negligence or other wrongful act of Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

## **LIMITATION OF LIABILITY**

With respect to Directory Listing Service:

- In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
- Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings but will not be liable in any manner should such a number be divulged.
- When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Service Guide, the Customer agrees to the release of such information under the above provision.

Company will not be liable for any refusals or failures to provide, or delays in commencing, Service to any Customer pursuant or for any failure to provide or maintain Service at any particular performance level.

Company makes no warranty or representation of any kind whatsoever with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 entity or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer 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 any installation so provided. Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Section as a condition precedent to such installations.

## NOTICES

Any notice Company may give to a Customer will be deemed properly if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give Company will be deemed properly given when received, if delivered in person or delivered by the U.S. Postal Service, postage prepaid, addressed to Company at the address provided in the most recently revised tariff pages.

For California Customers On request by any Customer or other member of the public, the Company will also provide the following:

- A. The Company's legal name, its designated utility number (Cal. PUC U number), and the names under which it offers regulated telecommunications service in California.
- B. A description of the Company's service offerings that relate to the customer's inquiry and are currently open to Customers in California, and the applicable key rates, terms and conditions.
- C. The address and toll-free telephone number of the Commission's Consumer Affairs Branch (CAB), and if the request is related to a complaint, an explanation that a consumer may contact CAB for assistance if he or she is not satisfied with the Company's handling of her or her complaint.
- D. A description of Customer's privacy rights and how the Company handles confidential Customer information.

## **CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION**

Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the Federal Communications Commission regulations is the responsibility of Customer.

Customer or Authorized User must ensure that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.

Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under these Service Guide, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to these Service Guide. Beyond this responsibility, Company will not be responsible for:

- the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission
- the reception of signals by Customer-provided equipment; or
- network control signaling when performed by Customer-provided network control signaling equipment.

The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, bandwidth, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.

Interconnection between the facilities or services of other carriers is governed by the applicable carriers' tariffs and/or other service-related documents.

Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.



## **PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS**

The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.

Whenever any Customer's telephone number is changed after a directory is published, the Company shall, upon Customer's request, intercept all calls to the former number for the time requested by the Customer and give the calling party the new number, provided existing Central Office equipment will permit and the Customer so desires.

When Service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

For California Customers:

The Company concurs in, and complies with, the rules set forth in Appendix A to California Public Utilities Commission Decision Nos. 92860 and 93361, established for the release of nonpublished information. 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 numbers, shall be released by the Company in response to legal process or to an authorized governmental agency that complies with the rules set forth in Appendix A to CPUC Decision Nos. 92860 and 93361.

## **EMERGENCY NUMBER SERVICE (911)**

Emergency Number Service allows customers to reach appropriate emergency services including police, fire and medical services. The telephone user who dials the 911 number will not be charged for the call.

Emergency Number Service may be classified as one of two types: Basic service or Enhanced Service. Basic Emergency Number Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single Public Service Answering Point (PSAP) that is prepared to receive those calls. Enhanced Emergency Number Service provides certain features such as selective routing of 911 calls to a specific PSAP that is selected from the various PSAP serving Customers within that central office area. Basic and Enhanced Emergency Number Service are one-way services limited to the provision and use of the digits "9-1-1" as the Universal Emergency Telephone Number code.

For Emergency Number Service, the incumbent local exchange carrier, municipality, or government agency(ies) designated as responsible for the control and staffing of the emergency report center is referred to as the "Agency".

This Service Guide does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in Emergency Number Service, nor does the Company undertake such responsibility.

Emergency Number Service information, consisting of the names, addresses and telephone numbers of all telephone customers, is confidential. The Company will release such information periodically for the update of their systems.

The Emergency Number Service calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number (ANI) and address (ALI) associated with the originating station location are furnished to the PSAP, on a call-by-call basis, after an Emergency 911 call has been received.

Service boundaries of the Company and political subdivision boundaries may not coincide. In the event that the Agency does not subscribe to Selective Routing, it must make arrangements to handle all Emergency Number Service calls that originate from telephones served by Central offices in the local service areas (i.e., exchange) whether or not the calling telephone is situated on property within the geographical boundaries of the Agency's public safety jurisdiction.

## **PROMOTIONAL OFFERINGS**

Company may make promotional offerings of its regulated Services which may include reducing or waiving applicable charges for the promoted Service. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

## **SPECIAL ASSEMBLY**

The Company may provide a unique intrastate service arrangement for a Customer where no Service exists for the service. The unique service can be provided via a special assembly.

The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

## **INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Service Guide. Rates quoted in response to such competitive requests may be different than those specified for such services in this Service Guide. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.

## **CUSTOMER SPECIFIC PRICING**

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff or Price List arrangements, rates and charges will be determined through Customer Specific Pricing (CSP). CSP arrangements are made in response to the specific, individual requirements of the Customer and/or a competitive bidding process and may differ from the Company's standard Service offerings in that they contain a custom service arrangement and/or term and/or volume commitments.

## DESCRIPTION OF SERVICE

### LOCAL EXCHANGE SERVICES

Local Exchange Services provide a Customer with connection to Company's network, enabling the Customer, among other things, to:

- Originate communications to other points on Company's network
- Receive communications from other points on Company's network
- Access Company's Services as set forth in the Company's Price Lists and tariffs
- Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network
- Access Company's business office for Service-related assistance
- Access E911 services, where available, operator services, directory assistance, and telecommunications relay services
- Access Operator-Assisted Calling Services; and
- Access Directory Assistance.

The Company offers Customers flat rate, message rate, measured rate service.

- Flat rate service is unlimited local service within an exchange and to additional exchanges within the local service area. Flat rate charges consist of dial tone charge and charge for unlimited usage option.
- Message rate and measured rate services provide for charging on a per-call basis on calls to the local service area with no usage allowance included in the monthly rates.
- Extended Area Calling provides for calling on a measured rate or message rate usage basis to specified exchanges and zones located outside of a customer's Local Exchange Service local service area. Charges for calls to extended calling areas are as specified in Company's jurisdiction-specific Price Lists.
- Direct Inward Dialed Service provides inward dialing from the telecommunications network directly to lines associated with switching equipment located on the customer's premises.



## **DESCRIPTION OF SERVICE**

### **LOCAL EXCHANGE SERVICES, Continued**

#### **Directory Listing Service**

Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published and non-listed service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service tariff schedule, subject to availability of such listing service to Company's Customers. The Company is not liable for any errors or omissions in directory listings.

Listing must conform to the Company's specifications with respect to directories. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or identification of the customer is not impaired thereby. When more than one line is required to properly list the customer, no additional charge is made.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the caution of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

One listing, termed the primary listing, is provided without additional charge in connection with each Customer's service. When the service is contracted by one party for the use of a second party, the primary listing may be the name of the second party. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted.

A residential dual name primary listing is comprised of a surname, two first names, address and telephone number. A residence dual name primary listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

In connection with business and residence service, regular additional listings are available only in the names of authorized users of the Customer's service.

Business additional listings are not permitted in connection with residence service.

Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

Where identical listings of the same name involve telephone numbers for different areas of the metropolitan area, such duplicate listings may appear in each alphabetical list in which any one of the listings would normally be listed, at no additional charge.

Local Exchange Services Customers will provide, either directly or through arrangements with other carriers, blocking 900 and 700 type services upon Customer request. Customers will not be charged to initiate or remove 900 and 700 type blocking service.



## **DESCRIPTION OF SERVICE**

### **LOCAL EXCHANGE SERVICES, Continued**

#### **Non-listed and Nonpublished Telephone Service**

Non-listed telephone service will be furnished, at the Customer's request, providing for the omission or deletion of the customer's telephone listing from the applicable incumbent local exchange carrier's telephone directory. Such listings will be carried in the applicable incumbent local exchange carrier's directory assistance and other records and will be given to any calling party.

#### **Non-published Telephone Service**

Non-published telephone service will be furnished, at the Customer's request providing for the omission or deletion of the customer's telephone listing from the applicable incumbent local exchange carrier's telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from directory assistance records. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies

Non-listed and Non-published charges, as specified in the Company's Price Lists are not applicable to Service furnished to a Customer for data service where there is no voice use contemplated.

#### **Directory Assistance Service**

Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "411".

The rates specified in Company's Price Lists apply when customers request assistance in determining telephone numbers of customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.



## DESCRIPTION OF SERVICE

### INTEREXCHANGE SERVICES

Company provides switched and dedicated telecommunications services, which allow a Customer to establish a communications path between two stations by using uniform dialing plans.

**Switched Access Service** is a switched access service, offering users both outbound 1 plus and inbound toll-free long-distance telecommunications services. The service offers direct dial capabilities of other underlying carrier(s') network services.

**Dedicated Access Service** is a dedicated access service, offering users both outbound 1 plus and inbound toll-free long-distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for subscribers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.

**Directory Assistance** is provided by Company's underlying carrier to subscribers of record. The Customer may access the underlying carrier's Directory assistance by dialing the area code plus 555-1212. The Customer will be billed for such service by Company, except as stated in these Service Guide.

## **APPLICATION OF RATES**

### **Timing of Calls**

The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.

The minimum call duration for billing purposes is eighteen seconds with six second billing increments thereafter.

Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

There is no billing for incomplete calls.

### **Local Exchange Service Rates and Charges**

#### **General**

The following sets forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- Nonrecurring Charges for installation of facilities and Services
- Monthly Recurring Charges for availability and use of facilities; and
- Measured or Message Usage Charges.

Not all services may be available in all jurisdictions. Refer to the Company's jurisdiction specific Price Lists or Tariffs for service availability and pricing.

#### **Installation Charges**

- Installation Charges are nonrecurring charges for establishing Services. Installation Charges are incurred by Customer initiated request and are in addition to all other scheduled rates and charges, unless specifically exempted.
- The charges specified herein reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
- Customer requests for expedited Services that require installations on a date that is less than the normal offered interval may result in an increase in applicable Service Connection Charges.
- Customer requests performed on an out of hours basis shall also incur an add on to applicable Installation Charges (excluding the Service Ordering Charge), along with any additional costs that may be involved.
- Installation Charges for the initial establishment of Service are payable with the first bill rendered for Service.



## **APPLICATION OF RATES**

### **Local Exchange Service Rates and Charges, Continued**

#### Service Order Charge

Service Order Charge will apply to each initial order and to service moves and changes.

#### Message/Measured Usage Charges

Usage charges consist of Message Rate Charges for calls over the allowance for dial tone lines with a Limited Monthly Usage Option, and Message Rate Charges for dial tone lines without a Monthly Usage Option.

#### Extended Area Service

Extended Area Service (EAS) is a mandatory additive charge that offsets the costs of recent expansion to the local calling area. Add-On Local Area Rate is an extension of the local service calling area. Toll rates between specified exchanges are eliminated and calls are rated as local usage.

#### Maintenance Visit Charges

A Maintenance Visit Charge applies per visit to a Customer's premises where a service difficulty or trouble report results from the use of equipment or facilities not the responsibility of the Company.

Where a Network Interface Device ("NID") exists, if the company is able to test for Dial Tone and the problem proves to be beyond the NID (within Customer premise) a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company, no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

### **Interexchange Service Rates and Charges**

Interexchange services are billed on a per minute basis.