

LOCAL EXCHANGE SERVICES PRICE LIST

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**LOCAL EXCHANGE SERVICES PRICE LIST** T

**TITLE SHEET**

FLORIDA LOCAL EXCHANGE SERVICES PRICE LIST

OF

**Image Access, Inc. d/b/a NewPhone, Inc.** T

This price list contains the descriptions, regulations, services standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Image Access, Inc. d/b/a NewPhone, Inc., with principal Offices at 3525 N. Causeway Blvd., Suite 501, Metairie, Louisiana 70002. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business. T

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ISSUED: 4/5/06

ISSUED BY: Jim R. Dry  
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Metairie, LA 70802

EFFECTIVE: ~~MAR 10 2006~~

**LOCAL EXCHANGE SERVICES PRICE LIST**

**CHECK LIST**

The following pages are effective as of the date shown. Revised pages as named below contain all changes from the original price list that are in effect on the date hereof.

SHEET	REVISION		
1	First Revised		
2	Second Revised	*	T
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	First Revised		
10	Original		
11	Original		
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28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	First Revised	*	T
34	Original		
35	First Revised	*	T
36	Original		

\* indicates pages included in this filing

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Image Access, Inc. d/b/a NewPhone

TX254 - Price List No. 1 5555 Hilton Avenue, Suite 605

FPSC Scan Verified 5/14/2014 Baton Rouge, LA 70808-2565

### Symbols Sheet

When changes are made on any price list page, a revised page will be issued canceling the tariff page affected; such changes will be identified through the use of the following symbols:

(D) – Delete or Discontinue

(I) – Change Resulting In An Increase To A Customer's Bill

(M) – Moved From Another Price List Location

(N) – New

(R) – Change Resulting In A Reduction To A Customer's Bill

(T) – Change in Text In A Regulation But No Change In Rate Or Charge

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PRICE LIST FORMAT SHEETS

- A. Sheet Numbering – Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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## PRICE LIST FORMAT SHEETS

D. Check sheets – When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i. e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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## EXCHANGE SERVICE LIST

The exchanges that we are providing service in are the exact same as the ones BellSouth and GTE are providing service in.

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this price list for services furnished by the Carrier are defined below:

### **Access Lines**

A telephone line facility which permits access to and from both the Customer's premises and the telephone exchange or serving central office.

### **Additional Listing**

Any listing of a name or other authorized information in connection with a Customer's telephone number in addition to that which is entitled in connection with his regular service.

### **Advance Payment**

A payment required before the start of service.

### **Applicant**

A person who applies for telecommunications service. Includes persons seeking reconnection of their service after Company-initiated termination.

### **Application**

A request made orally or in writing for telephone service.

### **Authorized User**

A person, firm, or corporation which is authorized by the Company to be connected to the service of the Customer or joint user.

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**Technical Terms and Abbreviations** (Continued)

**Basic Local Exchange Service**

The provision of an access line and usage within a local calling area for the transmission of 2-way interactive switched voice/data communication.

**Building**

A structure under one roof and of such a nature that it can in itself fulfill the requirements of a business or residence establishment, or both; or two or more structures that are connected by means of enclosed passageways or common basements, permitting access from one building to the other, that are suitable for the routing, placing and proper protection of inside cable and wire type facilities. In no case can conduit be considered an enclosed passageway.

**Business Service**

Determination as to whether or not Customer's service should be classified as Business will be based on the character or use to be made of the service. The practice of advertising a telephone number in newspapers, business cards, or on trucks shall be a contributing, but not an exclusive factor in determining the classification of service. Service will be classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature.

**Commission**

The Public Service Commission of the State of Florida.

**Company**

Image Access, Inc. d/b/a NewPhone, Inc.

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**Continuous Property**

A plot of ground, together with any buildings thereon, occupied by the Customer, which is not separated by public thoroughfares or by property occupied by others.

**Contract**

The agreement between a Customer and the Company under which service and facilities are furnished in accordance with the applicable provisions of the Price Lists.

**Customer**

The person that orders services and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

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**Technical Terms and Abbreviations** (Continued)

**Customer Provided Equipment**

All communications systems, devices, apparatus and their associated wiring, provided by Customer.

**Demarcation Point**

The point where company network services, usually a Network Interface Device (NID), or facilities terminate and the Company's responsibility for installing and maintaining such services or facilities ends.

**Directory Listing**

Alphabetical listing of information relative to Customers' names or other identification and telephone numbers.

**Exchange**

A geographic area established by a telecommunications services provider consisting of one or more central offices together with associated facilities used in furnishing local telecommunications services within the area in which telecommunications services and rates are the same.

**Exchange Area**

The area within which the telephone company furnishes complete telephone services from one specific exchange at the exchange rates applicable within that area

**Incumbent Local Exchange Carrier (ILEC)**

Telecommunications services provider that is the incumbent and historical wireline provider of local telecommunications services within a local service area, or a successor to such entity that is engaged in the provisioning of local telecommunications services.

**Interface**

Denotes that point on the premises of the Customer at which provision is made for connection of other than company-provided facilities to facilities provided by the Company.

**Interface Equipment**

Equipment provided by the Company at the interface location to accomplish the direct electrical connection of facilities provided by the Company with facilities provided by other than the Company.

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**Technical Terms and Abbreviations** (Continued)**Local Service Area**

The geographic area in which end users may place telephone calls without incurring toll charges which includes a flat rate calling area.

**Minimum Service Term**

The minimum length of time for which a customer is obligated to pay for service, whether or not retained by the customer for such minimum length of time.

**Non-Recurring Charge**

The one-time initial charge for services or facilities, including but not limited to, charges for construction, installation or special fees for which the customer becomes liable at the time the service order is executed.

**Non-Sufficient Funds (NSF) Check**

Any negotiable instrument returned by the bank, savings institution, or other eligible institutions that is returned by that institution with one of the following instructions: non-sufficient funds, uncollected funds, account closed, account frozen, no account.

**Point of Demarcation**

The point in a customer's circuit to which the Company is responsible for service and beyond which the customer is responsible for service.

**Premise Visit Charge**

A charge applied when the location of reported trouble is found to be in customer-provided equipment and/or inside wiring.

**Prepaid Service**

Service on the basis of payment in advance for services provided.

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**Technical Terms and Abbreviations (Continued)**

**Recurring Charges**

The monthly charges paid by the customer for services, facilities, and equipment, which continue for the agreed-upon duration of the service.

**Service Connection Charge**

The non-recurring charge a customer is required to pay at the time of the establishment of telephone service or subsequent additions to that service.

**Service Order**

The request for the Company's services executed by the customer and the Company in the format devised by the company. The acceptance by the Company and the customer initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

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## **SECTION 2 – RULES, REGULATIONS AND SERVICE** **QUALITY CRITERIA**

### A. Liability of the Company

1. The liability of the Company for the damages arising out of the furnishing of these services, including but not limited to, mistakes, omissions, interruptions, delays, errors, or defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption as set forth in Section S below. The extension of such allowances for interruption shall be the sole remedy of the customer, authorized user, or joint user and the sole liability of the company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
2. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fires, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including the state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
3. The Company shall not be liable for act or omission of any entity furnishing to the Company or to the Company's customers facilities or equipment used for or with the services the Company offers.
4. The Company shall not be liable for any damages or losses due to the fault or negligence of the customer or due to the failure or malfunction of customer-provided equipment or facilities.

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**Terms and Conditions (continued)****A. Liability of the Company (continued)**

5. The Company shall not be liable for the claims of vendors supplying equipment to customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
6. The Company does not guarantee or make any warranty with respect to installations it provides for use in an explosive atmosphere. The customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party 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.
7. The Company shall not be liable for any damages resulting from delays in meeting any service dates resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction or work.
8. The Company is not liable for any defacement or damage to the premises of a customer (or other joint user) resulting from the furnishing of services on such premises when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
9. The Company shall not be liable for damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by Company's willful misconduct or negligence.

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**Terms and Conditions (continued)****A. Liability of the Company (continued)**

10. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of customer or any other entity furnishing services, facilities or equipment used for or in conjunction with the services offered in this tariff.
11. The Company's entire liability for any claim of loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by the customer for the specific service in the month in which the event giving rise to the liability occurred. No action or proceeding against the Company shall be commenced more than one year after the event giving rise to the liability occurred.
12. The Company makes no warranties or representations, express or implied, either in fact or operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

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**Terms and Conditions (continued)****B. Claims**

The Company shall be indemnified and held harmless by customer against all claims, suits, proceedings, expenses, losses, liabilities, or damages (collectively "claims") arising from the use of the services pursuant to this tariff involving:

1. Claims of third parties, including patrons or customers of customers, arising out of, resulting from, or related to use of the services.
2. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication using the service.
3. Claims for patent infringement arising from combining or using facilities and equipment furnished pursuant to this agreement in connection or in combination with facilities or equipment not furnished by the Company.
4. All other claims arising out of any act or omission of customer, or customers or patrons of customer, in connection with the services made available to customer pursuant to this agreement. Customer agrees to defend Company against any such claim and to pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting from any such claim.

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**Terms and Conditions (continued)****C. Installation, Testing and Maintenance**

Installation of Company facilities will be charged on a time and materials basis at rates listed in this tariff.

Upon suitable notice, the Company may make such tests, adjustments and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition at rates listed in this tariff. No interruption allowance will be credited to the customer for the period during which the Company makes such tests, adjustments or inspections.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by Company. Company will charge customers the rates listed in this tariff for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities provided by Company.

When a customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the customer shall be responsible for payment of labor charges as listed in this tariff for the period of time from when Company personnel are dispatched to the customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, the labor charges listed in this tariff will apply.

The Company sub-contracts with BellSouth to provide all installation, testing and maintenance for its customers.

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**Terms and Conditions (continued)****D. Provision of Equipment and Facilities**

Except as otherwise indicated, customer-provided station equipment at the customer's premises for use in conjunction with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:

1. The through transmission of signals generated by customer-provided equipment or for the quality of, or defects in, such transmission; or
2. The reception of signals by customer-provided equipment; or
3. Network control signaling where such signaling is performed by customer-provided network control signaling equipment.

**E. Non-Routine Installation**

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charged based on not less than the cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the customer's request, extends beyond regular business hours into time periods including but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**Terms and Conditions (continued)****F. Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors. Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by Company hereunder.

**G. Rights-of-Way**

Where economically feasible, Company shall direct or through third parties use reasonable efforts to obtain and maintain rights-of-way necessary for installation of facilities used to provide service. Except as otherwise provided herein, any and all costs associated with the acquiring the rights-of-way up to the point of entry to the customer's location shall be borne entirely by Company. Any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at customer's location to the termination point where service is finally delivered to customer, including, but not limited to, the cost of installing conduit or of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by customer. Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, customer agrees that it shall assist Company in the procurement and maintenance of such right-of-way.

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**Terms and Conditions (continued)****H. Governmental Authorizations**

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by Company. Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and customer shall fully cooperate in and take such action as may be requested by Company to comply with any such rules, regulations, orders, decisions or directives.

**I. Assignment**

The Company may, without obtaining any further consent from customer, assign any rights, privileges or obligations under this tariff. Customer shall 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 tariff. Any attempt to make such an assignment, transfer or disposition without consent shall be null and void.

**J. Prohibited Uses**

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

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to demonstrate that their use of the company's offerings complies with relevant laws, regulations, policies, orders, and decisions.

The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**Terms and Conditions (continued)****K. Prohibited Uses (continued)**

Customer use of any resold service obtained from other service providers shall also be subject to any applicable restrictions in the underlying providers' publicly available tariffs.

A customer, joint user, or authorized user shall not represent that its services are provided by the Company, or otherwise indicate to its customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between Company and customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

**K. Obligations of the Customer****1. Customer Responsibilities**

The customer shall pay all applicable charges as set forth in this tariff.

The customer is responsible for any damage to or loss of the Company's facilities or equipment caused by the acts or omissions of customer, authorized user, or joint user, or the non-compliance by the customer, authorized user, or joint user with these regulations, unless caused by the negligence or willful misconduct of the employees or agents of the Company.

Customer shall arrange access to any of the rights-of-way, conduit and equipment space for which it is responsible for obtaining pursuant to Section G. above at any time so that Company's authorized personnel, employees or agents may install, repair, maintain, inspect, replace or remove any and all facilities and associated equipment provided by Company. Access to such sites shall be made available at a time mutually agreeable to customer and Company. Customer acknowledges that when repair work is required to restore services after interruption, it may be necessary to provide the access on a twenty-four hour, seven day a week basis. Company shall also have the right to obtain access to the cable installed in customer-provided conduit at any splice or junction box. No credit allowance under Section S. will be made for the period during which service is interrupted for such purposes.

**Terms and Conditions (continued)**

## L. Obligations of the Customer (continued)

## 1. Customer Responsibilities (continued)

The customer shall make available to Company such space, power, environmental conditioning and other resources at customer's premises as Company shall request for the provision of service hereunder.

Customer shall provide a safe place to work which complies with all laws and regulations regarding the working conditions along the rights-of-way and in the equipment space which it is responsible for obtaining pursuant to Section G. above, and at which Company authorized personnel, employees or agents may be installing, inspecting, maintaining, replacing, repairing or removing fiber optic cable or other cable or other facilities and equipment.

Customer shall provide the necessary equipment, space, conduit, electrical power and suitable environmental conditions required to provide the services, as specified by Company, at each customer termination point, without care of premises equipment and building wiring provided by Company as part of the services. Customer agrees to return such equipment and wiring to Company at the expiration of the applicable term in its original condition, ordinary wear and tear excepted. Customer shall bear the risk of any loss or damage to Company's equipment or wiring located in customer's premise, except where such loss or damage is caused by Company. Customer shall be responsible for insuring that the equipment, wiring, space and associated facilities, conduit and right-of-way are protected against fire, theft, vandalism or other casualty, and that the use thereof complies with the applicable laws, rules and regulations and with all applicable lease or other contractual agreements. Company shall install such wiring and equipment as reasonably directed by customer to comply with the lease or other contractual obligations to which customer is a party.

Customer shall be responsible for obtaining and continuing in effect all approvals, consents, authorizations, licenses and permits as may be required to permit customer to comply with its obligations hereunder.

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**Terms and Conditions (continued)**

## L. Obligations of the Customer (continued)

## 2. Customer Equipment and Channels

## 2.1 In General

A customer may transmit or receive information or signals via the services provided by the Company.

## 2.2 Station Equipment

Customer-provided terminal equipment on the premises of the customer, authorized user, or joint user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the customer, authorized user, or joint user. Conformance of Customer-Provided Station Equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

The customer, authorized user, or joint user, is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such Company 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 shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

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**Terms and Conditions (continued)**

## L. Obligations of the Customer (continued)

## 2. Customer Equipment and Channels (continued)

## 2.3 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing service and the channels, facilities or equipment of others shall be provided at the customer's expense.

Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carrier which are applicable to such connections.

## 2.4 Inspections

Upon suitable notifications to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer, authorized user, or joint user is complying with the requirements set forth in this tariff for installation, operation, and maintenance of customer-provided facilities, equipment and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.



**Terms and Conditions (continued)****M. Payment for Service****1. Payment and Collection of Charges**

The customer is responsible for payment of all charges for facilities and services furnished, including charges for services originated, or charges accepted, at such facilities. The customer's responsibility also includes charges associated with the fraudulent use of facilities and services by the customer or any end users of the customer.

At such time as the Company or its agent(s) completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, the Company shall notify the customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

Customer shall pay in advance the amount(s) as specified in the tariff for the Services. Non-recurring charges, including construction, are due in advance. Fixed recurring charges shall be paid in advance.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished may be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days. This only applies to fixed monthly recurring charges.

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**Terms and Conditions (continued)****M. Payment for Service (continued)****2. Service Date**

At such time as Company completes installation or connection of the necessary facilities and/or equipment to provide service, the Company shall conduct appropriate tests thereon. Upon successful completion of such tests, Company shall notify customer that such services are available for use, and the date of such notice shall be called the "Service Date" and shall be the starting date for service.

**3. Taxes and Other Surcharges**

Customer shall pay all sales, use, gross receipts, excise, access, bypass or other local, state and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the services (excluding taxes on Company's net income) and will be listed as separate line items.

**4. Advance Payments**

To safeguard its interests, the Company will require a customer to make an advance cash (or acceptable cash equivalent) payment of one month's service before service is furnished. The advance payment will be credited to the customer's service. A deposit will not be required. Cash payment for succeeding months' service is to be received by the Company prior to the beginning of the period for which such payment is made. Payment by check will not be considered received until such funds are deemed collected by the Company's depository institution. Services will not be provided for any period for which payment has not been made and collected.

**5. Minimum Service Term**

Service is provided on the basis of a minimum period of at least one (1) month. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

At the expiration of the initial term, service shall continue on a month-to-month basis unless terminated by the customer by written notice, or by non-payment prior to the beginning of any month's service.

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**Terms and Conditions (continued)****M. Payment for Service (continued)****6. Non-Sufficient Funds Checks**

Checks presented in payment for services and subsequently returned to the Company by the customer's financial institution for "Non-Sufficient Funds" (NSF) or other reasons will incur a non-recurring charge per customer, per check of \$15.00.

**N. Discontinuance of Service**

Upon non-payment in advance of service, the Company shall discontinue service without incurring any liability. Charges for succeeding month's service will be billed to customer 25 days prior to the beginning of that month. Notification will be given that service will be terminated at the end of the current month if payment is not made prior to the beginning of the succeeding month. Termination will not be made without 5 days written notice to customer.

Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving thirty (30) days prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.

Upon condemnation of any material portion of the facilities used by the Company to provide service to the customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.

Upon any governmental prohibition or requirement, alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**Terms and Conditions (continued)**

N. Discontinuance of Service (continued)

In the event the Company incurs fees or expenses, including attorney's fees, in collecting or attempting to collect any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

O. Cancellation of Service

1. If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period as set forth in this tariff all costs, fees and expenses reasonably incurred in connection with 1) all non-recurring charges reasonable expended by the Company to establish service to the customer, and 2) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the company on behalf of the customer.

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**Terms and Conditions (continued)**

## O. Cancellation of Service (continued)

2. The Company may discontinue the furnishings of any and/or all service(s) to the customer without incurring any liability immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services. The Company may discontinue service pursuant to the following:
  - 2.1 The customer provides false information to the Company regarding the customer's address, past or current use of common carrier communications services, or its planned use of the Company's service(s), or
  - 2.2 The customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service, or
  - 2.3 The customer uses or attempts to use service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
    - 2.3.1 Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
    - 2.3.2 Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
    - 2.3.3 Any other fraudulent means or devices.
  - 2.4 Seven (7) days after sending the customer written notice of non-compliance with any provision of this tariff if the non-compliance is not corrected within that seven (7) day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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**Terms and Conditions (continued)****P. Application for Service**

Service is installed and provided upon receipt of advance cash (or cash equivalent) payment.

**Q. Cancellation of Application for Service**

Applications for service may be canceled at any time prior to receipt of advance cash payment.

**R. Moves, Adds, and Changes**

Upon receipt of advance cash payment from customer, Company will add, delete, or change locations or features of specific lines and equipment. Company shall charge customer a non-recurring charge for such service.

**S. Allowances for Interruption in Service**

A credit allowance will be given on a per-line basis for any period during which any line subscribed to by customer hereunder is out of service, except as specified below. Out of service conditions are defined as complete loss of call origination and/or receipt capability. Credit allowances, if any, shall be deducted from the charges payable by customer hereunder and shall be deducted by the customer on payment of next month's charges.

A credit allowance is applicable only for monthly recurring charges and will be made when an interruption occurs because of a failure of any component furnished under this tariff by Company. An interruption period begins when the customer reports a service to be interrupted and releases it for testing and repair.

For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates hereunder and is dependent upon the length of the interruption. Only those services on the interrupted portion of the circuit will receive a credit.

Two or more service interruptions of the same type to the same line of two (2) hours or more during any one twenty-four period shall be considered as one (1) interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line in any twenty-four hour period.

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**Terms and Conditions (continued)**

## S. Allowances for Interruption in Service (continued)

Credit allowances for monthly recurring charges shall be calculated as set forth in the following sections:

## 1. Interruptions of 24 Hours or Less

<u>Length of Service Interruption</u>	<u>Credit</u>
Less than 30 Minutes	None
30 Minutes – 2 Hours & 59 Minutes	1/10 Day
3 Hours – 5 Hours & 59 Minutes	1/5 Day
6 Hours – 8 Hours & 59 Minutes	2/5 Day
9 Hours – 11 Hours & 59 Minutes	3/5 Day
12 Hours – 14 Hours & 59 Minutes	4/5 Day
15 Hours – 24 Hours & 59 Minutes	One Day

## 2. Interruptions Over 24 Hours

Interruptions of more than twenty-four hours will be credited four (4) hours for each four-hour period or fraction thereof. No more than one full day's credit will be allowed in any twenty-four hour period.

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**Terms and Conditions (continued)**

T. Limitations on Credit Allowances

1. No credit allowances will be made for:
  - 1.1 Interruptions due to the negligence of, or non-compliance with the provisions of this tariff by the customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
  - 1.2 Interruptions of service due to the failure or malfunction of facilities, power or equipment provided by the customer, authorized user, joint user, or other common carrier providing service connected to the service offered by the Company;
  - 1.3 Interruptions of service during any period in which the Company is not given access to the premises at which the Company-provided service is interrupted or terminated.
  - 1.4 Interruptions of service that occur or continue due to the customer's failure to authorize replacement of any element of special construction.
  - 1.5 Interruptions of service during any period when the customer, authorized user, or joint user has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements.
  - 1.6 Interruptions of service due to circumstances or causes beyond the control of Company.

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**SECTION 3 – BASIC SERVICE DESCRIPTION AND RATES**

Services are available to Business and Residence customers. The classification of service as business is determined by the character of use of the service as stated in the Definitions Section of this Tariff.

A. Local Exchange Service

Local Exchange Service provides an individual access line for the transmission of two-way switched voice or data communication within a local calling area. The individual access line is the connecting facility between a Customer’s premise and a servicing central office that provides customer access to the switched network for placing and receiving calls. Access to 911 Emergency Services is provided. Access to long-distance carriers, other telephone companies’ caller-paid information services (e.g., 900, 976), or other services where charges are determined subsequent to the call are not provided through this individual access line. The Company provides its customers with the ability to connect with an interexchange carrier and provides prepaid long-distance services. (T)

1. Residence Service

The Monthly Charge per access line includes unlimited calling within the specified local calling area.

Basic	\$39.95	(N)
Basic Plus	\$44.95	(N)
Premium	\$49.95	(N)
Premium Plus	\$54.95	(N)

2. Business Service

The Monthly Charge per access line includes unlimited calling within the specified local calling area.

Monthly Charge Per Line     \$89.95

The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

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**RATES AND CHARGES (continued)****B. Service Connection Charges**

Service connection charges are non-recurring charges which apply to ordering, installing, or changing of local telephone service. One or more Service Connection Charges may apply to each customer order depending upon the work functions performed.

**1. Description of Charges**

- 1.1 Service Order Charge – Applies to receiving, recording and processing information necessary to execute a customer's request to connect, move or change telephone service. This charge applies when central office work is required and/or when a customer establishes a new account.
- 1.2 Record Order Charge – Applies to receiving, recording and processing information necessary to execute a customer's request where only the customer, company business office, directory or billing records are involved. This charge also applies to subsequent customer orders where no central office access work is necessary.
- 1.3 Central Office Work Charge – Applies to the work associated with the establishment or changing of the line connection in the central office.
- 1.4 Access Line Work Charge – Applies to performing work associated with the telephone line extending from the serving central office to the customer's premise. This includes, but is not limited to, cable cross-connections and connecting or moving the drop wire, protector or network interface device.
- 1.5 Premise Labor Charge – Applies to connect or modify lines or equipment at the customer's location. Charges are based upon the time spent at the customer's premises. Premise Labor Charges apply during regularly scheduled work hours (8 a.m. to 5 p.m. Monday through Friday). The minimum Premise Labor Charge is one-quarter (1/4) hour.
- 1.6 Premise Visit Charge – Applies to each trip to the customer's premise for work performed or trouble identified on the customer's side of the demarcation point. The Premise Visit Charge is waived if trouble is found to be in the Company's equipment (i.e. on the Company's side of the demarcation point).

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**RATES AND CHARGES (continued)**

## B. Service Connection Charges (continued)

## 2. Rates

	<u>Non-Recurring Charges</u>	
	<u>Residence</u>	<u>Business</u>
2.1 Service Order Charge	\$60.00 (I)	\$75.00
2.2 Record Order Charge	\$25.00	\$55.00
2.3 Central Office Work Charge	\$50.00	\$75.00
2.4 Access Line Work Charge	\$50.00	\$75.00
2.5 Premise Labor Charges (1/4 hr.)	\$30.00	\$35.00
2.6 Premise Visit Charge (per visit)	\$50.00	\$75.00

## C. Custom Calling Services

Custom Calling Services are optional service arrangements of central office features furnished to individual line customers. The following custom calling features are available within the exchange area of all exchanges serviced by a central office where facilities and operating conditions permit. Customers may subscribe to one or more of the following features at the rates indicated:

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Call Forwarding	\$7.95 (I)	\$15.00
Call Waiting	\$7.95 (I)	\$15.00
Call Return (*69)	\$8.95 (I)	\$15.00
Three-Way Calling	\$7.95 (I)	\$15.00
Speed Calling	\$8.00 (I)	\$15.00
Call Blocking	\$8.00 (I)	\$15.00
Last Number Redial (*66) (T)	\$8.00 (I)	\$15.00
Voice Mail with Basic Service (T)	\$9.95	\$35.00
Voice Mail with Premium Service (N)	\$7.95 (N)	\$35.00 (N)
Caller ID (N)	\$12.95 (N)	\$15.00 (N)
Call Waiting Deluxe (N)	\$9.95 (N)	\$15.00 (N)

The Company may, from time to time, make promotional offerings of its services that may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date, and times of the offerings and the locations where the offerings are made.

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**RATES AND CHARGES (continued)**

D. The Company provides for a single directory listing in the alphabetical section (white pages) of the telephone directory published by the dominant exchange service provider in the customer's exchange area and the local directory assistance data base free of charge upon initiation of basic local exchange service. Non-published listings are not listed in the directory or in the Company's Directory Assistance Records. The company provides access to local Directory Assistance as well as Operator Assistance at the rates shown below:

	<u>Per Call</u>
Directory Assistance	\$0.31
Operator Assistance:	
General Assistance	\$0.80
Busy Line Verification	\$2.00
Busy Line Interrupt	\$4.00

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**SECTION 4 – MISCELLANEOUS SERVICES****A. Directory Listings**

One listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the customer's service. Telephone numbers of non-published service are not listed in the Telephone's Company's directories or on directory assistance records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. The charges listed below are monthly charges and are the same for both Residence and Business customers.

1. Non – Published Number, per line	\$4.95
2. Non – Listed Number, per line	2.95
3. Additional Listing, per line	2.95

**B. Telecommunication Relay Service**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60%. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

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**Miscellaneous Services, (continued)****C. Discounts for Hearing Impaired Customers**

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

**D. Emergency Call Exemptions**

The following calls are exempt from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**E. Directory Assistance**

There shall be no charge for the first 50 directory assistance calls made per billing cycle for lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

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