

BIZY PHONES INC.  
1900 PALM BAY ROAD SUITE A  
PALM BAY FLORIDA , 32905  
MARIA ORLANDO, PRESIDENT.  
TELEPHONE 1-877-956-8131  
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NO. 1

MAIL ROOM  
00 APR 17 AM 8:50

FLORIDA PRICE LIST

ORIGINAL SHEET 1

000083-IX

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

THIS PRICE LIST CONTAINS THE DESCRIPTIONS, REGULATIONS, AND RATES APPLICABLE TO THE FURNISHING OF SERVICE AND FACILITIES FOR ALTERNATIVE LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES PROVIDED BY BIZY PHONES INC. WITH PRINCIPAL OFFICES AT 1900 PALM BAY ROAD , SUITE A PALM BAY FLORIDA 32905.. THIS LIST APPLIES FOR SERVICES FURNISHED WITHIN THE STATE OF FLORIDA. THIS PRICE LIST IS ON FILE WITH THE FLORIDA PUBLIC SERVICE COMMISSION, AND OR COPIES MAY BE INSPECTED, DURING NORMAL BUSINESS HOURS, AT THE COMPANY'S PRINCIPLE PLACE OF BUSINESS.

AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG \_\_\_\_\_  
MAS \_\_\_\_\_  
OPC \_\_\_\_\_  
RRR \_\_\_\_\_  
SEC \_\_\_\_\_  
WAW \_\_\_\_\_  
OTH \_\_\_\_\_

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EFFECTIVE : APRIL 10 1999

BY:

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NO. 1

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**CHECK SHEET**

**FLORIDA TELECOMMUNICATIONS PRICE LIST**

THE SHEETS LISTED BELOW, WHICH ARE INCLUSIVE OF THIS PRICE LIST, ARE EFFECTIVE AS OF THE DATE SHOWN AT THE BOTTOM OF THE RESPECTIVE SHEET(S). ORIGINAL AND REVISED SHEETS AS NAMED BELOW COMPRISE ALL CHANGES FROM THE ORIGINAL PRICE LIST AND ARE CURRENTLY IN EFFECT AS OF THE DATE OF THE BOTTOM OF THIS PAGE.

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**SYMBOLS SHEET**

THE FOLLOWING ARE THE ONLY SYMBOLS USED FOR THE PURPOSES INDICATED BELOW:

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 OR 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 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).

**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 LIST 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 ASTERICK (\*). 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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### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

**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 FLORIDA PUBLIC SERVICE COMMISSION.

**COMPANY** - BIZY PHONES INC. DEPENDING ON THE CONTEXT, "COMPANY" MAY ALSO REFER TO AGENTS OR CONTRACTORS OF THE COMPANY, INCLUDING ANY FACILITIES-BASED LOCAL EXCHANGE CARRIER WHOSE SERVICE THE COMPANY IS RESELLING TO THE CUSTOMER.

**CONTINUOUS PROPERTY** - CONTINUOUS PROPERTY IS DEFINED AS PLOT OF GROUND, TOGETHER WITH ANY BUILDINGS THEN, 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 LIST.



**CUSTOMER** - THE PERSON, FIRM, OR CORPORATION WHICH ORDERS SERVICE AND IS RESPONSIBLE FOR THE PAYMENT OF CHARGES AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS PRICE LIST.

**CUSTOMER PROVIDED EQUIPMENT** - ALL COMMUNICATIONS SYSTEMS, DEVICES, APPARATUS AND THEIR ASSOCIATED WIRING, PROVIDED BY THE CUSTOMER.

**DEMARCATIION 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** - A PUBLICATION CONTAINING THE DOMINANT LECS ALPHABETICAL DIRECTORY OF INFORMATION RELATIVE TO A CUSTOMER'S NAME OR OTHER IDENTIFICATION AND TELEPHONE NUMBER.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT.)**

**EXCHANGE** - A GEOGRAPHICAL AREA ESTABLISHED FOR THE ADMINISTRATION OF TELEPHONE SERVICE IN A SPECIFIED AREA, CALLED THE "EXCHANGE AREA" WHICH USUALLY EMBRACES THE CITY, TOWN OR VILLAGE, AND IT ENVIRONS. IT MAY CONTAIN ONE OR MORE CENTRAL OFFICES TOGETHER WITH THE ASSOCIATED PLANT, EQUIPMENT AND FACILITIES USED IN FURNISHING COMMUNICATION SERVICE WITHIN THAT AREA.

**EXCHANGE AREA** - THE AREA WITHIN WHICH THE TELEPHONE COMPANY FURNISHES COMPLETE TELEPHONE SERVICE FROM ONE SPECIFIC EXCHANGE AT THE EXCHANGE RATES APPLICABLE WITHIN THE AREA.

**INCREMENT** - UNITS OF MEASUREMENT DEFINED AS MINUTES, MESSAGES OR OTHER UNITS CHARGED TO A CUSTOMER FOR USE OF SERVICE.

**INTERFACE** - THE TERM "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 THE OTHER THAN THE COMPANY.

**JOINT USER** - A PERSON, FIRM OR CORPORATION WHICH IS DESIGNATED BY THE CUSTOMER AS A USER OF LOCAL EXCHANGE SERVICE FURNISHED THE CUSTOMER AND TO WHOM A PORTION OF THE CHARGES FOR THE SERVICES WILL BE BILLED UNDER A JOINT USER ARRANGEMENT AS SPECIFIED HEREIN.

**LATA** - A LOCAL ACCESS AND TRANSPORT AREA ESTABLISHED PURSUANT TO THE MODIFICATION OF FINAL JUDGEMENT ENTERED BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA IN CIVIL ACTION NO. 82-0192; OR ANY OTHER GEOGRAPHIC AREA DESIGNATED AS A LATA IN THE NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4.

**LOCAL CALLING** - A COMMUNICATION BETWEEN TWO ACCESS LINES IN THE SAME EXCHANGE OR ZONE OR FROM AN ACCESS LINE IN ONE EXCHANGE OR ZONE TO ANOTHER ACCESS LINE WITHIN ANOTHER EXCHANGE OR ZONE WITHIN ITS LOCAL CALLING AREA.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT.)**

**LOCAL CALLING AREA** - THE GEOGRAPHIC AREA THROUGHOUT WHICH A CUSTOMER OF LOCAL EXCHANGE SERVICE OBTAINS TELEPHONE SERVICE WITHOUT PAYMENT OF A TOLL CHARGE. IT INCLUDES THE HOME EXCHANGE AND MAY ALSO INCLUDE OTHER NEARBY EXCHANGES. A LOCAL CALLING AREA MAY CONSIST OF ONE, OR MORE THAN ONE, CENTRAL OFFICE AREAS.

**LOCAL EXCHANGE COMPANY (LEC)** - LEC REFERS TO THE DOMINANT LOCAL EXCHANGE CARRIER IN THE 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 WHICH IS RETURNED BY THAT INSTITUTION WITH ONE OF THE FOLLOWING INSTRUCTIONS: NON-SUFFICIENT FUNDS, UNCOLLECTED FUNDS, ACCOUNT CLOSED, ACCOUNT FROZEN, NO ACCOUNT.

**PERSON** - A NATURAL PERSON, FIRM, PARTNERSHIP, CORPORATION, ASSOCIATION, MUNICIPALITY, CORPORATION, ORGANIZATION, GOVERNMENT AGENCY, REAL ESTATE TRUST OR LEGAL ENTITY.

**POINT OF DEMARCATION** - THE POINT OF DEMARCATION IS A POINT IN A CUSTOMER'S CIRCUIT TO WHICH THE TELEPHONE COMPANY IS RESPONSIBLE FOR SERVICE AND BEYOND WHICH THE CUSTOMER IS RESPONSIBLE FOR SERVICE.

**PREMISES** - THE SPACE OCCUPIED BY A CUSTOMER OR AUTHORIZED USER IN A BUILDING OR BUILDINGS CONSISTING OF ALL SPACE IN THE SAME BUILDING OCCUPIED BY A CUSTOMER AND ALL SPACE OCCUPIED BY THE SAME CUSTOMER IN DIFFERENT BUILDINGS ON CONTINUOUS PROPERTY.

**PREMISE VISIT CHARGE** - A CHARGE APPLIED WHEN THE LOCATION OF REPORTED TROUBLE IS FOUND TO BE IN THE CUSTOMER PROVIDED EQUIPMENT AND/OR INSIDE WIRING.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (CONT.)**

**RECURRING CHARGES** - THE MONTHLY CHARGES PAID BY THE CUSTOMER FOR SERVICES, FACILITIES AND EQUIPMENT, WHICH CONTINUE FOR THE AGREED-UPON DURATION OF THE SERVICE.

**RESIDENCE SERVICE** - SERVICE WILL BE CLASSIFIED AS RESIDENCE SERVICE WHERE THE BUSINESS USE, IF ANY, IS MERELY INCIDENTAL AND WHERE THE MAJOR USE IS A SOCIAL OR DOMESTIC NATURE.

**SERVICE CENTRAL OFFICE** - THE TERM "SERVICE CENTRAL OFFICE" DENOTES THE LEC SWITCHING SYSTEM OFFICE OR SERVING WIRE CENTER WHERE CUSTOMER STATION LOOPS ARE TERMINATED FOR PURPOSES OF INTERCONNECTION TO EACH OTHER AND/OR TO TRUNKS.

**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 DATE** - AS DEFINED IN SECTION 2.17 THE DATE ON WHICH THE COMPANY BEGINS PROVIDING SERVICE TO THE CUSTOMER.

**SERVICE MONTH** - THE PERIOD BEGINNING EACH MONTH ON THE SERVICE DATE AND ENDING ON THE DATE ON MONTH, MINUS ONE DAY, LATER. FOR EXAMPLE, IF A CUSTOMER'S SERVICE DATE IS MAY 15, THEN THE SERVICE MONTH FOR THAT CUSTOMER WILL BEGIN ON THE 15<sup>TH</sup> OF EACH MONTH AND WILL END ON THE 14<sup>TH</sup> OF THE FOLLOWING MONTH THEREAFTER.

**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 PRICE LIST.

**SERVING WIRE CENTER** - A SERVING WIRE CENTER DENOTES THE WIRE CENTER FROM WHICH THE CUSTOMER DESIGNATED PREMISES WOULD NORMALLY OBTAIN DIAL TONE FROM THE COMPANY.

**USER** - ANY PERSON WHO USES TELECOMMUNICATIONS SERVICES PROVIDED BY THE COMPANY UNDER THE JURISDICTION OF THE PUBLIC SERVICE COMMISSION OF THE STATE OF FLORIDA.

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## SECTION 2 - RULES AND REGULATIONS

### 2.0 LIABILITY OF THE COMPANY

- A. THE LIABILITY OF THE COMPANY FOR 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 2.29. THE EXTENSION OF SUCH ALLOWANCE 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.

- B. 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, 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; WARS; UNAVAILABILITY OF RIGHTS-OF-WAY OR MATERIALS; STRIKES, LOCK-OUTS, WORK STOPPAGES, OR OTHER LABOR DIFFICULTIES.
- C. THE COMPANY SHALL NOT BE LIABLE FOR ANY 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.
- D. 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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**RULES AND REGULATIONS (CONT.)**

- E. 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 VENDORS EQUIPMENT.

- F. 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 WHAT SO EVER, 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 BE CAUSED DIRECTLY OR INDIRECTLY BY THE INSTALLATION, OPERATION, FAILURE TO OPERATE, MAINTENANCE, REMOVAL PRESENCE, CONDITION LOCATION, OR USE OF ANY INSTALLATION PROVIDED.
- G. 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 RIGHTS-OF-WAY APPROVALS AND DELAYS IN ACTUAL CONSTRUCTION OF WORK.
- H. THE COMPANY SHALL NOT BE LIABLE FOR ANY DEFACEMENT OR DAMAGE TO THE PREMISE OF A CUSTOMER (OR AUTHORIZED OR JOINT USER) RESULTING IN THE FURNISHING OF SERVICES OR EQUIPMENT ON SAID PREMISES OR THE INSTALLATION OR THE REMOVAL THERE OF, 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.
- I. THE COMPANY SHALL NOT BE LIABLE FOR DAMAGES WHAT SO EVER 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 NEGLIGENT.
- J. THE COMPANY SHALL NOT BE LIABLE 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 FOR MORE THAN ONE YEAR AFTER THE EVENT GIVING RISE TO THE LIABILITY OCCURRED.

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**RULES AND REGULATIONS (CONT.)**

- K. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR

OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**2.1 CLAIMS**

- A. 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 PRICE LIST INVOLVING:
- B. CLAIMS OF THIRD PARTIES, INCLUDING PATRONS OF CUSTOMERS, ARISING OUT OF , RESULTING FROM, OR RELATED TO USE OF THE SERVICE.
- C. CLAIMS FOR LIBEL, SLANDER, INVASION OF PRIVACY, OR INFRINGEMENT OF COPYRIGHT ARISING FROM ANY COMMUNICATION USING THE SERVICE.
- D. CLAIMS FOR PATENT INFRINGEMENT ARISING FROM COMBINING OR USING FACILITIES AND EQUIPMENT FURNISHED PURSUANT TO THESE AGREEMENT IN CONNECTION OR IN COMBINATION WITH FACILITIES OR EQUIPMENT NOT FURNISHED BY THE COMPANY.
- E. ALL OTHER CLAIMS ARISING OUT OF ANY ACT OR OMISSION OF 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, COURT COSTS, SETTLEMENT PAYMENTS, AND ANY DAMAGES AWARDED OR RESULTING FROM ANY SUCH CLAIM.

**INSTALLATION TESTING AND MAINTENANCE**

- A. INSTALLATION OF COMPANY FACILITIES WILL BE CHARGE ON A TIME AND MATERIALS BASIS AT RATES LISTED IN THIS PRICE LIST.

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EFFECTIVE : APRIL 10 1999

BY:

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NO. 1

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**RULES AND REGULATIONS (CONT.)**

- B. UPON SUITABLE NOTICE, THE COMPANY MAY MAKE SUCH TEST, ADJUSTMENTS AND INSPECTIONS AS MAY BE NECESSARY TO MAINTAIN THE COMPANY'S FACILITIES IN SATISFACTORY OPERATING CONDITION AT RATES LISTED IN THIS PRICE LIST NO INTERRUPTION ALLOWANCE WILL BE CREDITED TO THE CUSTOMER FOR THE PERIOD DURING WHICH THE COMPANY MAKES SUCH TESTS, ADJUSTMENTS OR INSPECTIONS.
- C. THE COMPANY SHALL HAVE NO RESPONSIBILITY FOR THE MAINTENANCE AND REPAIR OF ANY KIND WITH RESPECT TO EQUIPMENT AND FACILITIES PROVIDED BY COMPANY. COMPANY WILL CHARGE CUSTOMERS THE RATES LISTED IN THIS PRICE LIST FOR ANY MAINTENANCE VISITS WITH RESPECT TO SERVICE PROBLEMS WHICH ARE DETERMINED TO ARISE FROM EQUIPMENT OR FACILITIES PROVIDED BY COMPANY.
- D. 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 THE PAYMENT OF LABOR CHARGES AS LISTED IN THIS TARIFF FOR THE PERIOD OF TIME FROM WHEN COMPANY PERSONNEL ARE DISPATCHED TO THE CUSTOMERS PREMISES T 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.
- E. 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 PRICE LIST WILL APPLY.

**2.4 PROVISION OF EQUIPMENT AND FACILITIES**

- A. EXCEPT AS OTHERWISE INDICATED, CUSTOMER-PROVIDED STATION EQUIPMENT AT THE CUSTOMERS 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.

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**RULES AND REGULATIONS (CONT.)**

- B 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 PRICE LIST, THE RESPONSIBILITY OF THE COMPANY SHALL BE LIMITED TO THE FURNISHING OF SERVICES UNDER THIS PRICE LIST AND TO THE MAINTENANCE AND OPERATION OF SUCH SERVICES IN THE PROPER MANNER. SUBJECT TO THIS RESPONSIBILITY, THE COMPANY SHALL NOT BE RESPONSIBLE FOR THE THROUGH TRANSMISSION OF SIGNALS GENERATED BY CUSTOMER PROVIDED EQUIPMENT OR FOR THE QUALITY OF, OR DEFECTS IN, SUCH TRANSMISSION; OR THE RECEPTION OF SIGNALS BY CUSTOMER-PROVIDED EQUIPMENT; OR NETWORK CONTROL SIGNALING WHERE CUSTOMER PERFORMS SUCH SIGNALING ON HIS/HER NETWORK CONTROL SIGNALING EQUIPMENT.

**2.5 NON ROUTINE INSTALLATION**

- A. AT THE CUSTOMERS REQUEST INSTALLATION AND/OR MAINTENANCE MAYBE PERFORMED OUTSIDE THE COMPANY'S REGULAR BUSINESS HOURS OR IN HAZARDOUS LOCATIONS. IN SUCH CASES, CHARGES 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 CUSTOMERS REQUEST EXTENDS BEYOND REGULAR BUSINESS HOURS INTO TIME PERIODS INCLUDING, BUT NOT LIMITED TO, WEEKENDS, HOLIDAYS, AND/OR NIGHT HOURS, ADDITIONAL CHARGES MAY APPLY.

**2.6 OWNERSHIP OF FACILITIES**

- A. 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 ANY FIBER OPTIC OR OTHER FACILITIES AND ASSOCIATED EQUIPMENT PROVIDED BY COMPANY HEREUNDER.

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**RULES AND REGULATIONS (CONT)**

**2.7 RIGHTS-OF-WAY**

- A. WHERE ECONOMICALLY FEASIBLE, COMPANY SHALL DIRECTLY 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 ACQUIRING 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 THE RIGHTS-OF-WAY FROM THE POINT OF ENTRY AT CUSTOMERS 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.
- B. CUSTOMERS USE OF SUCH RIGHTS-OF-WAY SHALL IN ALL RESPECTS BE SUBJECT TO THE TERMS, AND 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 RIGHTS-OF-WAY.

**2.8 SERVICES PROVIDED BY OTHER COMPANIES**

- A. COMPANY SHALL HAVE NO RESPONSIBILITY WITH RESPECT TO BILLINGS, CHARGES OR DISPUTES RELATED TO SERVICES USED BY CUSTOMER WHICH ARE NOT INCLUDED IN THE SERVICES HEREIN INCLUDING, WITHOUT LIMITATION, ANY LOCAL, REGIONAL AND LONG DISTANCE SERVICES NOT OFFERED BY COMPANY. CUSTOMER SHALL BE FULLY RESPONSIBLE FOR THE PAYMENT OF ANY BILLS FOR SUCH SERVICES AND FOR THE RESOLUTION OF ANY DISPUTE OR DISCREPANCIES WITH THE SERVICE PROVIDER.

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**RULES AND REGULATIONS (CONT)****2.9 GOVERNMENTAL AUTHORIZATIONS**

- A. 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

**2.10 ASSIGNMENT**

- A. THE COMPANY MAY, WITHOUT OBTAINING ANY FURTHER CONSENT FROM CUSTOMER, ASSIGN ANY RIGHT PRIVILEGES OR OBLIGATIONS UNDER THIS PRICE LIST. CUSTOMER SHALL NOT WITHOUT PRIOR WRITTEN CONSENT 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 PRICE LIST, ANY ATTEMPT MAKE SUCH AN ASSIGNMENT TRANSFER, DISPOSITION WITHOUT CONSENT SHALL BE NULL AND VOID.

**2.11 PROHIBITED USES**

- A. 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, LICENSE CONSENTS AND PERMITS REQUIRED TO BE OBTAINED BY CUSTOMER WITH RESPECT THERETO.
- B. THE COMPANY MAY REQUIRE APPLICANTS FOR SERVICE WHO INTEND TO USE THE COMPANY'S OFFERING FOR RESALE AND/OR FOR SHARED USE TO DEMONSTRATE THAT THEIR USE OF THE COMPANY'S OFFERING COMPLIES WITH RELEVANT LAWS, REGULATIONS, POLICIES, ORDERS AND DECISIONS.

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**RULES AND REGULATIONS(CONT)**

- C. THE COMPANY MAY REQUIRE A CUSTOMER TO IMMEDIATELY SHUT DOWN ITS TRANSMISSION OF SIGNAL IF SAID TRANSMISSION IS CAUSING INTERFERENCE TO OTHERS.
- D. CUSTOMER USE OF ANY RESOLD SERVICE OBTAINED FROM OTHER SERVICE PROVIDERS SHALL ALSO BE SUBJECT TO ANY APPLICABLE RESTRICTIONS IN THE UNDERLYING PROVIDER'S PUBLICLY AVAILABLE PRICE LISTS.
- E. 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.

**2.12 OBLIGATIONS OF THE CUSTOMER/CUSTOMER RESPONSIBILITIES**

- A. THE CUSTOMER SHALL PAY ALL APPLICABLE CHARGES AS SET FORTH IN THIS PRICE LIST. THE CUSTOMER IS RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF THE COMPANY'S FACILITIES OR EQUIPMENT CAUSED BY THE ACTS OF 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.
  - B. CUSTOMER SHALL ARRANGE ACCESS TO ANY OF THE RIGHTS-OF-WAY, CONDUIT AND EQUIPMENT SPACE, WHICH IT IS RESPONSIBLE FOR OBTAINING PURSUANT TO SECTION 2.7 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.
  - C. CUSTOMER ACKNOWLEDGES THAT WHEN REPAIR WORK IS REQUIRED TO RESTORE SERVICES AFTER INTERRUPTION, IT MAY BE NECESSARY TO PROVIDE THE ACCESS ON 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 2.29 WILL BE MADE FOR THE PERIOD DURING WHICH SERVICE IS INTERRUPTED FOR SUCH PURPOSES.
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#### RULES AND REGULATIONS (CONT)

- D. 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.
- E. 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 2.7 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.
- F. 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, EXCEPT FOR 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 CUSTOMERS 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.
- G. CUSTOMER SHALL BE RESPONSIBLE FOR OBTAINING AN CONTINUING IN EFFECT ALL APPROVALS, CONSENTS, AUTHORIZATION, LICENSES AND PERMITS AS MAY BE REQUIRED TO PERMIT CUSTOMER TO COMPLY WITH IT OBLIGATIONS HEREUNDER.

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### **RULES AND REGULATIONS (CONT)**

#### **2.13 CUSTOMER EQUIPMENT AND CHANNELS**

- A. A CUSTOMER MAY TRANSMIT OR RECEIVE INFORMATION OR SIGNALS VIA THE SERVICES PROVIDED BY THE COMPANY.
- B. 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.
- C. 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, OF 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.

#### **2.14 INTERCONNECTION OF FACILITIES**

- A. 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.
- B. 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 PRICE LIST OF THE

OTHER COMMUNICATIONS CARRIER WHICH ARE APPLICABLE TO SUCH CONNECTIONS.

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### **RULES AND REGULATIONS (CONT.)**

#### **2.15 INSPECTIONS**

- A. UPON SUITABLE NOTIFICATION 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 PRICE LIST FOR INSTALLATION, OPERATION, AND MAINTENANCE OF CUSTOMER PROVIDED FACILITIES, EQUIPMENT AND WIRING IN THE CONNECTION OF CUSTOMER PROVIDED FACILITIES AN EQUIPMENT TO COMPANY OWNED FACILITIES AND EQUIPMENT.

#### **2.16 PAYMENT FOR SERVICE/ COLLECTION OF CHARGES**

- A. THE CUSTOMER IS RESPONSIBLE FOR PREPAYMENT 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.
- B. CUSTOMER SHALL PAY IN ADVANCE THE AMOUNT(S) AS SPECIFIED IN THE PRICE LIST FOR THE SERVICES. NON-RECURRING CHARGES, INCLUDING CONSTRUCTION, ARE DUE IN ADVANCE. FIXED RECURRING CHARGES SHALL BE PAID IN ADVANCE.
- C. WHEN SERVICE DOES NOT END ON THE LAST DAY OF A SERVICE MONTH, THE CHARGE FOR THE FRACTION OF THE SERVICE MONTH IN WHICH SERVICE WAS FURNISHED MAY BE CALCULATED ON A PRO RATA BASIS. FOR THIS PURPOSE, EVERY SERVICE MONTH IS CONSIDERED TO HAVE THIRTY (30) DAYS. THIS ONLY APPLIES TO FIXED MONTHLY RECURRING CHARGES.

#### **2.17 SERVICE DATE**

- A. UPON RECEIPT OF AN ADVANCE PAYMENT IN THE AMOUNT OF THE APPLICABLE MONTHLY CHARGE (PER ACCESS LINE), THE SERVICE ORDER CHARGE PLUS ANY OTHER CHARGES DUE FOR SERVICES REQUESTED, THE COMPANY WILL ARRANGE FOR SERVICE TO BE PROVIDED TO THE CUSTOMER. THE FIRST DATE THEREAFTER ON WHICH THE ACCESS LINE SERVING THE CUSTOMER'S PREMISE IS CAPABLE OF COMPLETING LOCAL CALLS SHALL BE THE SERVICE DATE.

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#### **RULES AND REGULATIONS (CONT.)**

##### **2.18 TAXES AND OTHER SURCHARGES**

- A. 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).

##### **2.19 MINIMUM SERVICE TERM**

- A. SERVICE IS PROVIDED ON THE BASIS OF A MINIMUM PERIOD OF AT LEAST ONE SERVICE MONTH. FOR THE PURPOSE OF COMPUTING CHARGES IN THIS PRICE LIST, A SERVICE MONTH IS CONSIDERED TO HAVE THIRTY (30) DAYS.

##### **2.20 PREPAYMENT FOR ALL SERVICES**

- A. IN ORDER TO ASSURE CONTINUED SERVICE, THE COMPANY MUST RECEIVE ACTUAL PAYMENT TO ITS ACCOUNT FOR ALL SERVICES TO BE PROVIDED TO THE CUSTOMER ON OR BEFORE THE FIRST DAY OF EACH SERVICE MONTH. ALL PAYMENTS MUST BE MADE IN CASH, BY WIRE TRANSFER, BY MONEY ORDER OR BY ANY OTHER READY FUNDS SUCH THAT THE COMPANY'S ACCOUNT WILL BE CREDITED BY ITS BANK WITH THE FULL AMOUNT OF THE CUSTOMER'S PAYMENT IMMEDIATELY UPON PAYMENT BY THE CUSTOMER. PAYMENT BY CHECK ISSUED BY THE CUSTOMER WILL BE ACCEPTED ONLY PRIOR TO START OF GRACE PERIOD.

##### **2.21 LATE PAYMENT CHARGE**

- A. CUSTOMERS FAILING TO PREPAY FOR ANY SERVICE SHALL BE SUBJECT TO A LATE PAYMENT CHARGE OF TEN (10) DOLLARS UNLESS PAYMENT IS RECEIVED BY NO LATER THAN 5:00P.M. (EST) ON THE SIXTH (6<sup>TH</sup>) DAY AFTER THE FIRST (1<sup>ST</sup>) DAY OF THE SERVICE MONTH FOR WHICH PAYMENT IS DUE.



**2.22 NON-SUFFICIENT FUNDS CHECKS**

- A. CHECKS PRESENTED AS 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 TWENTY-FIVE (25) DOLLARS.

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**RULES AND REGULAIONS (CONT.)**

**2.23 DEPOSITS AND FAILURE TO MAKE ADVANCE PAYMENT**

- A. TO SAFEGUARD IT INTERESTS, BEFORE A SERVICE IS PROVIDED, THE COMPANY MAY REQUIRE A CUSTOMER TO MAKE A DEPOSIT TO BE HELD AS GUARANTEE FOR THE PAYMENT OF CHARGES. DEPOSIT DOES NOT RELIEVE THE CUSTOMER OF THE RESPONSIBILITY OF ADVANCE PAYMENT. IF SERVICE IS DISCONTINUED THE AMOUNT OF A DEPOSIT WILL BE APPLIED TO THE CUSTOMER'S ACCOUNT AND ANY CREDIT BALANCE REMAINING WILL BE REFUNDED. INTEREST ON THE CASH DEPOSIT WILL BE PAID AT THE RATE ESTABLISHED BY THE COMMISSION. COMPANY MAY REFUSE SERVICE IF ADVANCE PAYMENT, AND A DEPOSIT, IS NOT PAID.

**2.24 DISCONTINUANCE OF SERVICE**

- A. UPON FAILURE TO PRE-PAY FOR MONTHLY REGULATED SERVICE OWING TO THE COMPANY BY THE FIRST DAY OF EACH SERVICE MONTH, THE COMPANY MAY, BY GIVING SEVEN (7) DAYS WRITTEN NOTICE TO THE CUSTOMER, DISCONTINUE OR SUSPEND SERVICE TO THE CUSTOMER.
- B. 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 FOR SECURITY FOR THE PAYMENT OF SERVICE(S), AS SPECIFIED IN THIS TARIFF.
- C. THE CUSTOMER USES SERVICE TO TRANSMIT A MESSAGE, LOCATE A PERSON OR OTHERWISE SUSPEND SERVICE WITHOUT INCURRING ANY LIABILITY IF SUCH VIOLATION CONTINUES DURING THAT PERIOD.

- D. 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 WITHOUR INCURRING ANY LIABILITY.
- E. IF THE CUSTOMER IS INDEBTED TO THE COMPANY FOR OTHER THAN CURRENT CHARGES, ASSIGNMENT FOR THE BENEFIT OF CREDITORS, FILING FOR BANKRUPCY OR REORGANIZATION, OR FAILING TO DISCHARGE AN INVOLUNTARY PETITION WITHIN THE TIME PERMITTED BY LAW, THE COMPANY MAY IMMEDIATELY DISCONTINUE OR SUSPEND SERVICE WITHOUT INCURRING ANY LIABILITY

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#### RULES AND REGULATIONS (CONT.)

- F. 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.
- G. 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 REASONALBLY INCURRED.

#### 2.25 CANCELLATION OF SERVICE

- A. 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 BEOME DUE AND OWING AS OF THE EFFECTIVE DATE OF THE CANCELLATION OR TERMINATION AND BE PAYABLEW WITHIN THE PERIOD SET FORTH IN THIS PRICE LIST ALL COSTS, FEES AND EXPENSES REASONABLY INCURRED IN CONNECTIN WITH 1) ALL NON-RECURRINGS CHARGES REASONABLY EXPENDED BY THE COMPANY TO ESTABLISH SERVICE TO THE CUSTOMER, 2) ANY DISCONNECTION, EARLY CANCELLATION OR TERMINATIN CHARGES REASONABLY INCURRED AND PAID TO THIRD PARTIES BY THE COMPANY ON BEHALF OF THE CUSTOMER, AND 3) ALL RECURRING CHARGES SPECIFIED IN THE APPLICABLE SERVICE ORDER TARIFF FOR THE BALANCE OF THE THEN-CURRENT TERM.

- B. THE COMPANY MAY DISCONTINUE THE FURNISHING OF ANY AND/OR ALL SERVICE(S) TO THE CUSTOMER WITHOUT INCURRING ANY LIABILITY:
- C. 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:

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BY: \_\_\_\_\_

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**RULES AND REGLATIONS (CONT.)**

- D. THE CUSTOMER REFUSES TO FURNISH INFORMATION TO THE COMPANY REGARDING THE CUSTOMER'S CREDIT WORTHINESS, IF REQUESTED; OR ITS PAST OR CURRENT USE OF COMMON CARRIER COMMUNICATIONS SERVICES OR ITS PLANNED USE OF SERVICE(S); OR THE CUSTOMER PROVIDES FALSE INFORMATIN TO THE COMPANY REGARDING THE CUSTOMERS IDENTITY, ADDRESS, CREDIT WORTHINESSM, PAST OR CURRENT USE OF COMMON CARRIER COMMUNICATIONS SERVICES, OR ITS PLANNED USE OF THE COMPANY'S SERVICE(S); OR THE CUSTOMER USES SERVICE TO TRANSMIT A MESSAGE, LOCATE A PERSON, OR OTHERWISE GIVE OR OBTAIN INFORMATION WITHOUT PAYMENT FOR THE SERVICE; OR 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: USING OR ATTEMPTING TO USE SERVICE BY REARRANGING, TAMPERING WITH, OR MAKING CONNECTIONS TO THE COMPANY'S SERVICE NOT AUTHORIZED BY THIS PRICE LIST OR USING TRICKS, SCHEMES, FALSE OR INVALID NUMBERS, FALSE CREDIT DEVICES, ELECTRONIC DEVICES; OR ANY OTHER FRAUDULENT MEANS OR DEVICES FOR FAILURE TO PAY FOR SERVICE IN A TIMELY FASHION, IN ACCORDANCE WITH SECTION 2.24.A OF THIS PRICE LIST, IMMEDIATELY UPON WRITTEN NOTICE TO THE CUSTOMER, AFTER FAILURE OF THE CUSTOMER TO COMPLY WITH A REQUEST MADE BY THE COMPANY FOR SERCURITY FOR THE PAYMENT OF SERVICE, AS SPECIFIED IN THIS PRICE LIST; OR SEVEN (7) DAYS AFTER SENDING THE CUSTOMER WRITTEN NOTICE OF NONCOMPLIANCE WITH ANY PROVISION OF THIS PRICE LIST 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.

**2.26 APPLICATION FOR SERVICE**

- A. SERVICE IS INSTALLED AND PROVIDED UPON ACCEPTANCE BY THE COMPANY OF ITS STANDARD SERVICE APPLICATION COMPLETED BY THE CUSTOMER.

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**RULES AND REGULATIONS (CONT.)**

**2.27 CANCELLATION OF APPLICATION FOR SERVICE**

- A. APPLICATIONS FOR SERVICE MAY BE CANCELED AT ANY TIME PRIOR TO NOTIFICATION BY THE COMPANY THAT SERVICE IS AVAILABLE FOR CUSTOMERS ON OR PRIOR TO THE SERVICE DATE, WHICHEVER IS LATER.
- B. WHERE THE COMPANY INCURS ANY EXPENSE IN CONNECTION WITH APPLICATIONS FOR SERVICE, OR WHERE PLACEMENT OF FACILITIES OR EQUIPMENT HAVE BEGUN BEFORE THE COMPANY RECEIVES A CANCELLATION NOTICE, A CHARGE EQUAL TO THE COSTS INCURRED, LESS NET SALVAGE, APPLIES. IN SUCH CASES THE CHARGE WILL BE BASED ON SUCH ELEMENTS AS THE COST OF THE EQUIPMENT, FACILITIES, AND MATERIAL, THE COST OF INSTALLATION, ENGINEERING, LABOR AND SUPERVISION, GENERAL AND ADMINISTRATIVE EXPENSE, OTHER DISBURSEMENT, DEPRECIATION, MAINTENANCE, TAXES, PROVISION FOR RETURN ON INVESTMENT, AND ANY OTHER COSTS ASSOCIATED WITH THE APPLICATION FOR PROVISION OF SERVICE.
- C. THE CHARGES DESCRIBED ABOVE WILL BE CALCULATED AND APPLIED ON A CASE BY CASE BASIS.

**2.28 MOVES, ADDS AND CHANGES**

- A. UPON RECEIPT OF NOTICE FROM THE CUSTOMER AND PREPAYMENT OF ANY RELATED CHARGES, COMPANY WILL ADD, DELETE OR CHANGE LOCATIONS OR FEATURES OF SPECIFIC LINES AND EQUIPMENT. COMPANY SHALL CHARGE CUSTOMER A NONRECURRING CHARGE FOR SUCH SERVICE.
- B. THE COMPANY MAY REQUIRE A SIGNED AUTHORIZATION FROM THE CUSTOMER FOR ADDITIONS TO OR CHANGES IN THE EXISTING SERVICE OR APPLICATION.

**2.29 ALLOWANCES FOR INTERRUPTION IN SERVICE**

- A. A CREDIT ALLOWANCE WILL BE GIVEN ON A PER-LINE BASIS FOR ANY PERIOD DURING WHICH ANY LINE SUBSCRIBED TO BY THE CUSTOMER REMAINS OUT OF SERVICE, AS DEFINED HEREUNDER, EXCEPT AS SPECIFIED BELOW. OUT OF SERVICE CONDITIONS ARE DEFINED AS COMPLETE LOSS FO 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

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**RULES AND REGULATIONS (CONT.)**

- B. 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. DURING THE TESTING AND REPAIR PERIOD, SERVICE IS CONSIDERED TO BE IMPAIRED, BUT NOT INTERRUPTED.
- C. 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.
- D. TWO OR MORE SERVICE INTERRUPTIONS OF THE SAME TYPE TO THE SAME LINE OF TWO (2) HOURS OR MORE DURING ANY ONE TWENTY-FOUR (24) HOUR PERIOD SHALL BE CONSIDERED AS ONE (1) INTERRUPTION. IN NO EVENT SHALL SUCH

INTERRUPTION CREDITS FOR ANY ON LINE/EQUIPMENT EXCEED ONE (1) DAY'S FIXED RECURRING CHARGES FOR SUCH LINE IN ANY TWENTY-FOUR (24) HOUR PERIOD.

E. CREDIT ALLOWANCES FOR MONTHLY RECURRING CHARGES SHALL BE CALCULATED AS SET FORTH IN THE FOLLOWING SECTIONS:

A.  
B.

**C. 2.30INTERRUPTIONS OF 24 HOURS OR LESS**

A.	LESS THAN 30 MINUTES	NONE
	30 MINUTES – 2 HOURS AND 59 MINUTES	1/10 DAY
	3 HOURS – 5 HOURS AND 59 MINUTES	1/5 DAY
	6 HOURS – 8 HOURS AND 59 MINUTES	2/5 DAY
	9 HOURS – 11 HOURS AND 59 MINUTES	3/5 DAY
	12 HOURS – 14 HOURS AND 59 MINUTES	4/5 DAY
	15 HOURS – 24 HOURS AND 59 MINUTES	ONE DAY

**2.31 INTERRUPTIONS OVER 24 HOURS**

A. INTERRUPTIONS OF MORE THAN TWENTY-FOUR (24) 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 (24) HOUR PERIOD.

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**2.32 LIMITATIONS ON CREDIT ALLOWANCES**

- A. NO CREDIT ALLOWANCES WILL BE MADE FOR:
- B. 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;
- C. INTERRUPTIONS OF SERVICE DUT 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;

- D. 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;
- E. INTERRUPTIONS OF SERVICE THAT OCCUR OR CONTINUE DUE TO THE CUSTOMER'S FAILURE TO AUTHORIZE REPLACEMENT OF ANY ELEMENT OF SPECIAL CONSTRUCTION;
- F. 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.
- G. INTERRUPTIONS OF SERVICE DUE TO CIRCUMSTANCES OR CAUSES BEYOND THE CONTROL OF THE COMPANY.

**2.33 JOINT USE ARRANGEMENTS**

- A. JOINT USE ARRANGEMENTS WILL BE PERMITTED FOR ALL SERVICES OFFERED PURSUANT TO THIS TARIFF.
- B. FROM EACH JOINT USE ARRANGEMENT, ONE MEMBER WILL BE DESIGNATED THE RESPONSIBLE CUSTOMER FOR THE MANNER IN WHICH THE JOINT USE OF THE SERVICE WILL BE ALLOCATED. THE COMPANY WILL ACCEPT ORDERS TO START, REARRANGE, RELOCATE, OR DISCONTINUE SERVICE ONLY FROM THIS CUSTOMER. WITHOUT AFFECTING THE CUSTOMER'S ULTIMATE RESPONSIBILITY FOR PAYMENT OF ALL CHARGES FOR THE SERVICE, EACH JOINT USER SHALL BE RESPONSIBLE FOR THE PAYMENT OF THE CHARGES BILLED TO IT.

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**SECTION 3 DESCRIPTION OF SERVICE**

**3.1 NO USAGE SENSITIVE CHARGES**

- A. SERVICES ARE AVAILABLE TO BUSINESS AND RESIDENTIAL CUSTOMERS. THE CLASSIFICATION OF SERVICE AS BUSINESS OR RESIDENCE IS DETERMINED BY THE CHARACTER OF USE OF THE SERVICE AS STATED IN THE DEFINITIONS SECTION OF THIS PRICE LIST.

- B. THE COMPANY'S BASIC SERVICE CONSISTS OF FLAT RATE UNLIMITED LOCAL CALLING. NONE OF THE SERVICES OFFERED BY THE COMPANY ARE CHARGED ON A PER-CALL OR PER-MINUTE OF USE BASIS, AND THEREFORE THE COMPANY HAS NO POLICY ON THE TIMING, CALL INITIATION OR CALL TERMINATION.

**3.2 LOCAL EXCHANGE SERVICE**

- A. 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 SERVING CENTRAL OFFICE THAT PROVIDES CUSTOMER ACCESS TO THE SWITCHED NETWORK FOR PLACING AND RECEIVING CALLS. ACCESS TO 911 EMERGENCY SERVICES IS PROVIDED AT NO CHARGE. THE COMPANY DOES NOT PROVIDE INTEREXCHANGE SERVICE (ALSO KNOWN AS LONG DISTANCE..... INTRALATA, OR "TOLL" SERVICE).

**3.3 RESIDENCE SERVICE**

- A. BIZY PHONES INC. OFFERS RESIDENTIAL CUSTOMERS A MONTHLY FLAT RATE FOR ALL THEIR LOCAL CALLING NEEDS, THE RESIDENTIAL CUSTOMER IS PROVIDED AN INDIVIDUAL ACCESS LINE AND UNLIMITED LOCAL CALLING WITHIN THEIR LOCAL CALLING AREA AS DEFINED IN SECTION 1.

**3.4 MONTHLY CHARGE PER ACCESS LINE; PACKAGE**

- A. PACKAGE A - THE MONTHLY CHARGE PER ACCESS LINE INCLUDES (A) UNLIMITED CALLING WITHIN THE SPECIFIED LOCAL CALLING AREA, AND (B) CALL WAITING, AS DESCRIBED IN SECTION 3.13 OF THIS PRICE LIST.

MONTHLY CHARGE PER LINE \$49.99

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**SECTION 3 DESCRIPTION OF SERVICE**

- B. PACKAGE B - THE MONTHLY CHARGE PER ACCESS LINE INCLUDES (A) UNLIMITED CALLING WITHIN THE SPECIFIED LOCAL CALLING AREA, AND (B) ALL OF THE AVAILABLE CUSTOM CALLING SERVICES LISTED IN SECTION 3.13 OF THIS PRICE LIST. MONTHLY CHARGE PER LINE \$59.99



- C. PACKAGE C - THE MONTHLY CHARGE PER ACCESS LINE INCLUDES (A) UNLIMITED CALLING WITHIN THE SPECIFIED LOCAL CALLING AREA.  
MONTHLY CHARGE PER LINE \$39.99
- D. LONG DISTANCE MAY BE ADDED TO PACKAGE A OR PACKAGE C FOR AN ADDITIONAL \$5.00 MONTHLY FEE.

**3.5 BUSINESS SERVICE**

- A. BIZY PHONES INC. OFFERS BUSINESS CUSTOMERS A MONTHLY FLAT RATE FOR ALL THEIR LOCAL CALLING NEEDS. THE CUSTOMER IS PROVIDED AN INDIVIDUAL ACCESS LINE AND CALLING WITHIN THEIR LOCAL CALLING AREA AS DEFINED IN SECTION 1.

**3.6 MONTHLY RECURRING CHARGE**

- A. A MONTHLY REOCCURRING CHARGE PER ACCESS LINE INCLUDES UNLIMITED CALLING WITHIN THE SPECIFIED LOCAL CALLING AREA. MONTHLY CHARGE PER LINE \$39,99

**3.7 FCC CHARGE FOR NETWORK ACCESS**

- A. FOR NETWORK THE FOLLOWING FCC CHARGE FOR NETWORK ACCESS APPLIES TO ALL CUSTOMERS:

**3.8 MONTHLY RECURRING CHARGES**

- |             |        |
|-------------|--------|
| A. BUSINESS | \$3.50 |
| RESIDENTIAL | \$3.50 |

**3.9 LIFELINE SERVICE**

- A. AS REQUIRED BY COMMISSION.

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3.10 SERVICE CONNECTION CHARGES

3.10.1 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.

- A. 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.
- B. RECORD ORDER CHARGE APPLIES TO RECEIVING, RECORDING AND PROCESSING INFORMATION NECESSARY TO EXECUTE A CUSTOMERS 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.
- C. CENTRAL OFFICE WORK CHARGE APPLIES TO THE WORK ASSOCIATED WITH THE ESTABLISHMENT OR CHANGING OF THE LINE CONNECTIN IN THE CENTRAL OFFICE.
- D. ACCESS LINE WORK CHARGE\_\_APPLIES TO PERFORMING WORK ASSOCIATED WITH THE TELEPHONE LINE EXTENDING FROM THE SERVING CENTRAL OFFICE TO THE CUSTOMERS PREMISE. THIS INCLUDES, BUT IS NOT LIMITED TO, CABLE CROSS-CONNECTIONS AND CONNECTING OR MOVING THE DROP WIRE, PROTECTOR OR NETWORK INTERFACE DEVICE.
- E. PREMISE LABOR CHARGE APPLIES TO CONNECT OR MODIFY LINES OR EQUIPMENT AT THE CUSTOMERS LOCATION. CHARGES ARE BASED UPON THE TIME SPENT AT THE CUSTOMER'S PREMISES. PREMISE LABOR CHARGES APPLY DURING REGULARLY SCHEDULED WORK HOURS (8AM TO 5PM MONDAY THROUGH FRIDAY). THE MINIMUM PREMISE LABOR CHARGE IS ONE-QUARTER (1/4) HOUR.
- F. PREMISE VISIT CHARGE APPLIES TO EACH TRIP TO THE CUSTOMERS PREMISE FOR WORK PERFORMED OR TROUBLE IDENTIFIED ON THE CUSTOMERS 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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SECTION 3 DESCRIPTION OF SERVICE

- G. PRIMARY INTER EXCHANGE CARRIER CHANGE CHARGE (PIC CHANGE CHARGE) APPLIES EACH TIME AN END USER CHANGES PRIMARY INTEREXCHANGE CARRIERS. THIS CHARGE IS DESIGNED TO COVER COST INCURRED TO CHANGE PRIMARY INTER EXCHANGE CARRIERS IN THE BILLING SYSTEMS AND SWITCHING SYSTEMS.

3.11 RATES

A. NON RECURRING CHARGES

ACTIVITY	RESIDENCE	BUSINESS
SERVICE ORDER CHARGE	40.00	\$60.00
ORDER RECORD CHARGE	12.00	\$14.00
CENTRAL OFFICE WORK CHARGE	\$26.00	\$32.00
ACCESS LINE WORK CHARGE	\$12.00	\$26.00
PREMISE LABOR CHARGE (1/4 HR)	\$27.75	\$29.00
PREMISE VISIT CHARGE PER VISIT	\$27.75	\$29.00
PIC CHANGE CHARGE	\$25.00	\$30.00

3.12 CUSTOM CALLING SERVICES

- A. CUSTOM CALLING SERVICES ARE OPTINAL 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 SERVED BY A CENTRAL OFFICE WHERE FACILITIES AND OPERATING CONDITINS PERMIT. CUSTOMERS MAY SUBSCRIBE TO ONE OR MORE OF THE FOLLOWING FEATURES:

3.13 FEATURES AND FUNCTIONS

- A. CALL FORWARDING CALL FORWARDING ALLOWS THE CUSTOMER'S CALLS TO FOLLOW THE CUSTOMER TO A PHONE NUMBER OF CUSTOMER'S CHOICE. LONG DISTANCE CHARGES MAY APPLY.

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BY:

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SECTION 3 DESCRIPTION OF SERVICE

- B. CALL WAITING/CANCEL CALL WAITING CALL WAITING PERMITS THE CUSTOMER ENGAGED IN A CALL TO RECEIVE A TONE SIGNAL INDICATING A SECOND CALL IS WAITING, AND, BY OPERATION OF THE SWITCHHOOK, TO PLACE THE FIRST CALL ON HOLD AND ANSWER THE WAITING CALL. THE CUSTOMER MAY ALTERNATE BETWEEN THE TWO CALLS BY OPERATION OF THE SWITCHHOOK. CANCEL CALL WAITING ALLOWS A CUSTOMER TO DISABLE CALL WAITING FOR THE DURATION OF AN OUTGOING CALL BY DIALING AN ACTIVATION CODE IMMEDIATELY PRIOR TO PLACING THE CALL. CANCEL CALL WAITING IS AUTOMATICALLY DEACTIVATED WHEN THE CUSTOMER DISCONNECTS FROM THE CALL.
- C. THREE WAY CALLING PERMITS THE CUSTOMER TO ADD A THIRD PARTY TO AN ESTABLISHED CONNECTION ON BOTH OUTGOING AND INCOMING CALLS.
- D. SPEED DIALING PERMITS THE CUSTOMER TO PLACE CALLS TO OTHER TELEPHONE NUMBERS BY DIALING A ONE OR TWO DIGIT CODE RATHER THAN THE COMPLETE TELEPHONE NUMBER. THIS FEATURE IS AVAILABLE AS AN EIGHT CODE LIST OR THIRTY CODE LIST
- E. REPEAT DIALING PERMITS THE CUSTOMER TO HAVE CALLS AUTOMATICALLY REDIALED WHEN THE FIRST ATTEMPT REACHES A BUSY SIGNAL.
- F. CALL SCREENING ALLOWS THE CUSTOMER TO DESIGNATE UP TO TEN (10) TELEPHONE NUMBERS FROM WHICH INCOMING CALLS WILL BE AUTOMATICALLY COMPLETED TO A PRERECORDED ANNOUNCEMENT INDICATING THAT CALLS ARE NOT BEING TAKEN AT THIS TIME.
- G. SPECIAL CALL ACCEPTANCE ALLOWS A CUSTOMER TO SELECT UP TO TWELVE (12) TELEPHONE NUMBERS FROM WHICH CALLS ARE TO BE RECEIVED. ALL OTHER CALLS ORIGINATING FROM THE CUSTOMERS LOCAL EXCHANGE AREA ARE ROUTED TO AN ANNOUNCEMENT INFORMING THE CALLER THE CUSTOMER IS NOT ACCEPTING CALLS. CALLS FROM OUTSIDE THE CUSTOMERS EXCHANGE AREA WILL RING NORMALLY, DIVERTED CALLERS WILL NOT BE CHARGED TO INTRALATA TOLL CALLS.
- H. CALL BLOCKING ALLOWS A CUSTOMER TO BLOCK INCOMING CALLS FROM A MAXIMUM OF TWELVE (12) NUMBERS. BLOCKED CALLS ARE ROUTED TO A RECORDED ANNOUNCEMENT WHICH SPECIFIES THAT THE CALLED PARTY IS NOT ACCEPTING CALLS. DIVERTED CALLERS WILL NOT BE BILLED FOR INTRALATA TOLL CHARGES.

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**SECTION 3 DESCRIPTION OF SERVICE**

- I. CALL RETURN    ALLOWS THE CUSTOMER TO RETURN A CALL TO THE LAST INCOMING CALL WHETHER ANSWERED OR NOT. NOTE THAT THE CUSTOMER WILL BE UNABLE TO RETURN A CALL OUTSIDE OF THE CUSTOMER'S LOCAL CALLING AREA UNLESS THE CUSTOMER SUBSCRIBES TO INTEREXCHANGE (LONG DISTANCE) SERVICE FROM A SERVICE PROVIDER OTHER THAN THE COMPANY.
  
- J. LAST NUMBER REDIAL    ALLOWS THE CUSTOMER TO AUTOMATICALLY PLACE A CALL TO THE LAST CALLED NUMBER.
  
- K. CALLER ID    AUTOMATICALLY DISPLAYS THE PHONE NUMBER, NAME, DATE AND TIME OF THE CALLER ON A DISPLAY UNIT (PURCHASED SEPARATELY) AT THE TIME THE CALL IS RECEIVED, ENABLING THE CUSTOMER TO KNOW WHO IS CALLING BEFORE THEY PICK UP THE PHONE. THE COMPANY WILL NOT BE LIABLE FOR ANY ECONOMIC HARM, PERSONAL INJURY, INVASION OF ANY RIGHT OF PRIVACY OF ANY PERSON, OR ANY OTHER HARM, LOSS OR INJURY, CAUSED OR CLAIMED TO BE CAUSED, DIRECTLY OR INDIRECTLY, BY THE COMPANY'S DELIVERY OR FAILURE TO DELIVER THE TELEPHONE NUMBER OF THE CALLING PARTY.

**3.14 REFERENCE TO RESIDENTIAL PACKAGE**

- A.               NOTE THAT RESIDENTIAL CUSTOMERS WHO SUBSCRIBE TO PACKAGE B WILL RECEIVE ALL CUSTOMER CALLING SERVICE FEATURES AND FUNCTIONS THAT ARE AVAILABLE AT NO ADDITIONAL CHARGE.

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**SECTION 4 RATES**

**4.1 NON RECURRING CHARGES**

A. THE FOLLOWING NONRECURRING CHARGES APPLY TO CUSTOM CALLING SERVICES:

FEATURE	RESIDENCE	BUSINESS
NEW OR CHANGE PER LINE	\$12.00	\$23.00

**4.2 RECURRING CHARGES**

A. THE FOLLOWING RECURRING CHARGES APPLY TO CUSTOM CALLING SERVICES:

A. FEATURE	RESIDENCE	BUSINESS
CALL FORWARDING	\$10.00	\$12.00
CALL WAITING	\$10.00	\$5.00
THREE WAY CALLING	\$10.00	\$12.00
SPEED CALLING	10.00	\$12.00
REPEAT DIALING	\$10.00	\$12.00
CALL SCREENING	\$10.00	\$12.00
SPECIAL CALL ACCEPTANCE	\$10.00	\$12.00
CALL BLOCKING	\$10.00	\$12.00
CALL RETURN	\$10.00	\$12.00
LAST NUMBER REDIAL	\$10.00	\$12.00
CALLER ID DELUXE	\$10.00	\$12.00

**4.3 DIRECTORY ASSISTANCE**

A. CUSTOMERS MAY OBTAIN DIRECTORY ASSISTANCE IN DETERMINING TELEPHONE NUMBERS FOR A CHARGE BY CALLING THE DIRECTORY ASSISTANCE (D.A) OPERATOR. A CREDIT WILL BE GIVEN FOR CALLS TO DIRECTORY ASSISTANCE WHEN THE CUSTOMER EXPERIENCES POOR TRANSMISSION OR IS CUT OFF DURING THE CALL.

B. D.A. CHARGE PER CALL \$0.60

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**SECTION 4 RATES**

**4.4 DIRECTORY LISTINGS**

A. THE COMPANY PROVIDES FOR A SINGLE DIRECTORY LISTING IN THE ALPHABETICAL (WHITE SECTION) 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 NOR IN THE COMPANY'S DIRECTORY ASSISTANCE RECORDS. CHANGES AND/OR ADDITIONS TO DIRECTORY LISTINGS MAY INCUR APPLICABLE SERVICE CONNECTION CHARGES.

B.	ACTIVITY	RESIDENCE	BUSINESS
	INITIAL LISTING-WHITE PAGES	NO CHARGE	NO CHARGE
	ADDITIONAL LISTING	\$1.05	1.55
	NON-PUBLISHED LISTING	\$2.00	2.00

**4.5 INTRALATA TOLL SERVICES**

A. FOR THE PURPOSES OF THIS PRICE LIST BIZY PHONES INC, . DOES NOT PROVIDE INTRALATA TOLL SERVICES; HOWEVER, CUSTOMERS WILL HAVE ACCESS TO OBTAIN ONE PLUS DIALING THROUGH A SEPARATE LONG DISTANCE PROVIDER.

**4.6 MISCELLANEOUS SERVICES**

A. 900 976 CALL BLOCKING SERVICE (

B. CALLS TO OTHER TELEPHONE COMPANIES' CALLED PAID INFORMATION SERVICES (E.G. 900, 976) ETC. WILL BE BLOCKED BY THE COMPANY'S SWITCH, AND SUCH BLOCKING SERVICE WILL BE OFFERED AT NO CHARGE IN ALL EXCHANGES WHERE FACILITIES AND CONDITIONS PERMIT. CUSTOMER WILL NOT BE CHARGED TO REMOVE CALL BLOCKING FOR THE FIRST REQUEST, SUBSEQUENT REQUESTS OF REMOVAL OF CALL BLOCKING OR TO REINSTALL CALL BLOCKING IF SO DESIRED, WILL BE CHARGED AS FOLLOWS:

**4.7 NON RECURRING CHARGE**

A.	FEATURE	COST
	CALL BLOCKING(PER LINE)	\$12.00
	REMOVE CALL. BLOCKING (PER LINE)	\$12.00
	REINSTALL CALL BLOCKING (PER LINE)	\$12.00

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ISSUED: April 10, 2000

EFFECTIVE : APRIL 10 1999

BY:

MARIA ORLANDO, PRESIDENT  
1900 PALM BAY ROAD SUITE A  
PALM BAY, FL 32905

BIZY PHONES INC.  
NO. 1

FLORIDA PRICE LIST

ORIGINAL SHEET 38

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#### SECTION 4 RATES

##### 4.8 REMOTE CALL FORWARDING

- A. REMOTE CALL FORWARDING UTILIZES A TELEPHONE NUMBER AND CENTRAL OFFICE FACILITIES TO AUTOMATICALLY FORWARD ALL INCOMING CALLS, DIALED TO THAT TELEPHONE NUMBER, TO ANOTHER TELEPHONE NUMBER WITHIN THE CUSTOMER'S LOCAL CALLING AREA. APPLICABLE SERVICE CONNECTION CHARGES APPLY AS SET FORTH IN SECTION 3.11 OF THIS TARIFF IN ADDITION TO THE \$16.00 CHARGE PER MONTH.
- B. CHARGE PER MONTH \$16.00

##### 4.9 CALL TRACING

- A. ALLOWS THE CUSTOMER TO DIAL A CODE TO AUTOMATICALLY REQUEST THAT THE COMPANY RECORD A CALLER'S ORIGINATING TELEPHONE NUMBER AND DATE AND TIME OF CALL AS WELL AS THE DATE AND TIME OF THE CUSTOMER INITIATED TRACE. THIS INFORMATION IS STORED BY THE COMPANY AND DISCLOSED ONLY TO A LAW ENFORCEMENT AGENCY FOR INVESTIGATION PURPOSES.
- B. CHARGE PER CALL TRACE \$5.00

##### 4.10 CUSTOMIZED NUMBER SERVICE

- A. CUSTOMIZED NUMBER SERVICE ALLOWS A CUSTOMER TO ORDER A SPECIFIED TELEPHONE NUMBER RATHER THAN THE NEXT AVAILABLE NUMBER AND IS FURNISHED SUBJECT TO THE AVAILABILITY OF FACILITIES. THE COMPANY SHALL NOT BE LIABLE TO ANY CUSTOMER FOR DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES CAUSED BY A FAILURE OF SERVICE, CHANGE OF NUMBER OR ASSIGNMENT OF A REQUESTED NUMBER TO ANOTHER CUSTOMER WHETHER PRIOR TO OR AFTER THE ESTABLISHMENT OF SERVICE. IN NO CASE SHALL THE COMPANY BE LIABLE TO ANY PERSON, FIRM, OR CORPORATION FOR AN AMOUNT GREATER THAN SUCH PERSON, FIRM OR CORPORATION HAS ACTUALLY PAID TO THE COMPANY FOR CUSTOMIZED NUMBER SERVICE.
- B. CHARGE PER NUMBER: \$1.00

##### 4.12 LINE HUNTING

- A. LINE HUNTING IS AVAILABLE TO BUSINESS CUSTOMERS AND ALLOWS THE CUSTOMER TO SPECIFY A HUNTING SEQUENCE OR HUNTING ARRANGEMENT FOR CALL DISTRIBUTION OF INCOMING CALLS.



B. MONTHLY CHARGE PER LINE: \$10.00

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**SECTION 5 SCHEDULE OF FEES AND SERVICES**

5.1	ACTIVITY	COST
	REACTIVATION FEE	\$40.00
	LATE CHARGE	\$10.00
	UP GRADE	\$40.00
	DOWN GRADE	\$40.00
	CHANGE OF BILLING DATE	\$ 1.50 PER DAY
	NSF CHECKS	\$25.00
	CALLER ID	\$10.00
	LONG DISTANCE INITIAL PROCESSING FEE	\$25.00
	MONTHLY PROCESSING FEE	\$ 5.00
	PACKAGE A	\$35.99
	PACKAGE B	\$49.99
	PACKAGE C	\$59.00
	PACKAGE A WITH LONG DISTANCE	\$35.99
	PACKAGE B WITH LONG DISTANCE	\$49.99
	PACKAGE C WITH LONG DISTANCE	\$59.99
	SECONDARY LINE INTO RESIDENCE	\$ 6.00

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**SECTION 6      PROMOTIONAL OFFERINGS**

- 6.1      THE COMPANY MAY FROM TIME TO TIME, UPON COMMISSION APPROVAL, ENGAGE IN SPECIAL PROMOTIONAL SERVICE OFFERINGS DESIGNED TO ATTRACT NEW CUSTOMERS OR T INCREASE EXISTING CUSTOMER' AWARENESS OF A PARTICULAR PRICE LIST OFFERING. THESE OFFERINGS MAY BE LIMITED TO CERTAIN DATES, TIMES AND/OR LOCATIONS.

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