

# The Helein Law Group, LLC

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April 6, 2004

## Via Federal Express

Blanco S. Bayo, Director  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Gerald Gunter Building  
Tallahassee, Florida 32399

**Re: *Local Telecom Systems, Inc.  
Initial Compliance Price List Filing – Price List No. 1  
Docket No. 040043-TX; Order No. PSC-04-0349-CO-TX  
Local Telecom Certificate No. 8448***

Dear Ms. Bayo:

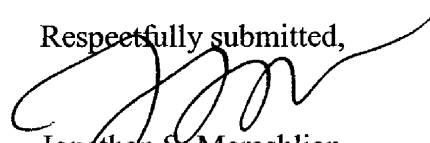
On behalf of Local Telecom Systems, Inc. ("LTSI"), transmitted herewith is an original plus four (4) copies of its initial compliance price list filing – Price List No. 1. LTSI's Price List No. 1 is issued in compliance with the grant of its Local Telecom Certificate No. 8448, to be effective on one days' notice, April 8, 2004. In accordance with Commission Rules, this filing is submitted on three-hole punched paper.

LTSI's Price List No. 1 provides for the rates, charges, terms and conditions of service for its provision of resold local exchange telecommunications services in the State of Florida.

An additional copy of this filing is also enclosed, to be date-stamped and returned in the postage-prepaid envelope provided.

Should there be any questions regarding this matter, kindly contact the undersigned.

Respectfully submitted,



Jonathan S. Marashlian  
Regulatory Counsel

DOCUMENT NUMBER-DATE

04349 APR-7 8

FPSC-COMMISSION CLERK

**TITLE PAGE**

**Florida Price List No. 1**

**OF**

**LOCAL TELECOM SYSTEMS, INC.**

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by Local Telecom systems, Inc. with principal office at 3535 West 7<sup>th</sup> Street, Suite 1, Fort Worth, TX 76107. This Price List applies to services provided within the State of Florida. 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.

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Issued: April 7, 2004

Effective: April 8, 2004

Issued by:                   Katey Daniel, Director of Operations  
                                  3535 West 7<sup>th</sup> Street, Suite 1  
                                  Fort Worth, TX 76107

**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original rate sheet that are in effect on the date shown on each page.

Page	Revision	Page	Revision	Page	Revision	Page	Revision
Title Page	Original*	41	Original*				
1	Original*	42	Original*				
2	Original*	43	Original*				
3	Original*	44	Original*				
4	Original*	45	Original*				
5	Original*	46	Original*				
6	Original*	47	Original*				
7	Original*	48	Original*				
8	Original*	49	Original*				
9	Original*	50	Original*				
10	Original*	51	Original*				
11	Original*	52	Original*				
12	Original*	53	Original*				
13	Original*	54	Original*				
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33	Original*						
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37	Original*						
38	Original*						
39	Original*						
40	Original*						

\* - Indicates pages submitted with most recent filing.

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**SYMBOLS**

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 or To 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**

- 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 sheet. 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. that 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 sheet 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 lists the sheets contained in the Price List, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). 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.

**EXCHANGE SERVICE LIST**

Local Telecom Systems, Inc. (LTSI) has included all of the exchanges in the BellSouth, GTE and Sprint-Florida (United Telephone and Centel) local exchange territory in Florida as the potential areas where alternative local exchange service is planned.

BellSouth exchanges (and corresponding BellSouth rate group number):

- |                      |                        |                       |
|----------------------|------------------------|-----------------------|
| Archer (5)           | Fernandina Beach (3)   | Lynn Haven (5)        |
| Baldwin (9)          | Flagler Beach (3)      | Marathon (3)          |
| Bell Glade (3)       | Ft. George (9)         | Maxville (9)          |
| Big Pine Key (E)     | Ft. Lauderdale (12)    | Melbourne (7)         |
| Boca Raton (10)      | Ft. Pierce (5)         | Miami (12)            |
| Boynton Beach (10)   | Gainesville (6)        | Micanopy (5)          |
| Bronson (E)          | Geneva (7)             | Middleburg (9)        |
| Brooksville (5)      | Graceville (3)         | Milton (6)            |
| Bunnell (3)          | Green Cove Springs (3) | Munson (6)            |
| Cantonment (6)       | Gulf Breeze (6)        | Newberry (5)          |
| Cedar Keys (1)       | Havana (6)             | New Smyrna Beach (4)  |
| Century (6)          | Hawthorne (5)          | North Dade (12)       |
| Chiefland (3)        | Hobe Sound (6)         | North Key Largo (3)   |
| Chipley (3)          | Holley-Navarre (6)     | Oak Hill (4)          |
| Cocoa (7)            | Hollywood (12)         | Old Town (2)          |
| Cocoa Beach (7)      | Homestead (12)         | Orange Park (9)       |
| Coral Springs (12)   | Islamorada (4)         | Orlando (11)          |
| Cross City (2)       | Jacksonville (10)      | Oviedo (11)           |
| Daytona Beach (6)    | Jacksonville Beach (9) | Pace (6)              |
| DeBary (5)           | Jay (E)                | Pahokee (3)           |
| Deerfield Beach (12) | Jensen Beach (6)       | Palatka (4)           |
| Deland (5)           | Julington (9)          | Palm Coast (3)        |
| DeLeon Springs (4)   | Jupiter (9)            | Panama City (5)       |
| Delray Beach (8)     | Key Largo (4)          | Panama City Beach (5) |
| Dunnellon (6)        | Keystone Heights (3)   | Pensacola (7)         |
| East Orange (11)     | Key West (4)           | Perrine (12)          |
| Eau Gallie (7)       | Lake City (4)          | Pierson (4)           |

E – See BellSouth General Subscriber Service Tariff.

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**EXCHANGE SERVICE LIST, CONT'D.****BellSouth exchanges (and corresponding BellSouth rate group number) – (continued):**

Pomona Park (4)	Sebastian (6)	Vero Beach (5)
Pompano Beach (12)	Stuart (6)	Weekiwachee Springs (5)
Ponte Vedra Beach (9)	Sugarloaf Key (4)	Welaka (4)
Port St. Lucie (6)	Sunny Hills (3)	West Palm Beach (10)
St. Augustine (4)	Titusville (5)	Yankeetown (4)
St. Johns (11)	Trenton (E)	Youngstown-Fountain (5)
Sanford (8)	Vernon (3)	Yulee (9)

**GTE exchanges (and corresponding GTE rate group number)**

Bartow (4)	Mulberry (3)	Tampa – Central Area (5)
Bradenton (4)	Myakka (4)	Tampa – North Area (5)
Clearwater (5)	New Port Richey (3)	Tampa – East Area (5)
Englewood (2)	North Port (3)	Tampa – South Area (5)
Frostproof 91)	Palmetto (3)	Tampa – West Area (5)
Haines City (3)	Plant City (5)	Venice (4)
Hudson (3)	Polk City (3)	\winter Haven (4)
Indian Lake (1)	Sarasota (5)	Zephyrhills (2)
Lakeland (4)	St. Petersburg (5)	
Lake Wales (3)	Tarpon Springs (5)	

**Sprint-Centel exchanges (and corresponding Spring-Centel rate group number)**

Alford (1)	Glendale (1)	Panacea (6)
Baker (2)	Grand Ridge (2)	Ponce de Leon 92)
Bonifay (1)	Greenville (6)	Reynolds Hill (1)
Cherry Lake (1)	Greenwood (2)	St. Marks (6)
Cottondale (2)	Kingsley Lake (2)	Santa Rosa Beach (4)
Crawfordville (6)	Lawtey (2)	Seagrove Beach (1)
Crestview (2)	Lee (1)	Shalimar (5)
DeFuniak Springs (2)	Madison (1)	Sneeds (2)
Destin (5)	Malone (2)	Sopchoppy (6)
Fort Walton Beach (5)	Marianna (3)	Starke (2)
Freeport (2)	Monticello (6)	Tallahassee (6)
	Valparaiso (5)	Westville (1)



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**EXCHANGE SERVICE LIST, CONT'D.**

Sprint-United exchanges (and corresponding Sprint-United rate group number)

Apopka (6)	Howey-in-the-Hills (4)	Reedy Creek (6)
Arcadia (1)	Immokalee (1)	Saint Cloud (3)
Astor (4)	Inverness (3)	Salt Springs (4)
Avon Park (1)	Kenansville (3)	San Antonio (2)
Belleview (4)	Kissimmee (3)	Sanibel-Captiva Islands (5)
Beverly Hills (3)	LaBelle (1)	Sebring (2)
Boca Grande (1)	Lady Lake (5)	Silver Springs Shores (4)
Bonita Springs (5)	Lake Placid (1)	Spring Lake (2)
Bowling Green (1)	Leesburg (4)	Tavares (4)
Bushnell (1)	Lehigh Acres (4)	Trilachoochee (2)
Cape Coral (5)	Marco Island (4)	Umatilla (4)
Cape Haze (2)	Montverde (6)	Wachula (1)
Clermont (6)	Moore Haven (1)	West Kissimmee (3)
Clewiston (1)	Mount Dora (4)	Wildwood (1)
Crystal River (3)	Naples (4)	Williston (1)
Dade City (2)	North Cape Coral (5)	Windermere (6)
Eustis (4)	North Fort Myers (5)	Winter Garden (6)
Everglades (1)	North Naples (4)	Winter Park (6)
Forest (4)	Ocala (4)	Zolfo springs (1)
Fort Meade (3)	Ocklawaha (4)	
Fort Myers (5)	Okeechobee (1)	
Fort Myers Beach (5)	Orange City (3)	
Groveland (4)	Pine Island (5)	
Homosassa Springs (3)	Port Charlotte (3)	

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**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS**

**Access Line** – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

**Account** – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

**Advance Payment** – Part or all of a payment required before the start of service.

**Authorization Code** – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

**Automatic Numbering Identification (ANI)** – A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Commission** – The Florida Public Service Commission.

**Common Carrier** – An authorized company or entity providing telecommunications services to the public.

**Company** – Local Telecom Systems, Inc., the issuer of this tariff.

**Customer** – The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

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**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Customer Premises** – A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** – Terminal equipment provided by the Customer.

**End Office** – 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.

**End-User Premises** – A location designated by the Customer for the purposes of connecting to the Company's services.

**Holiday** – New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

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

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**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**LATA** – A Local Access and Transport Area established pursuant to the Modification of Final Judgment 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, or its successor tariff(s).

**LEC** – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**LTSI** - Local Telecom Systems, Inc., issuer of this tariff.

**Measured Charge** – A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

**Message Toll Service** – A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

**MOU** – Minutes of Use

**Recurring Charges** – Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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**SECTION 1 – DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.**

**Service** – Any means of service offered herein or any combination thereof.

**Service Order Form** – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligation of the parties as set forth therein and pursuant to this tariff.

**Station** – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

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

**Term Agreement** – An agreement between the Company and the Customer for a fixed term of months.

**Terminal Equipment** – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Transmission Speed** – Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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**SECTION 2 – REGULATIONS**

**2.1 Undertaking of the Company**

- 2.1.1 Service is furnished for telecommunications originating and terminating within the State of Florida under the terms and conditions of this tariff.
- 2.1.2 LTSI's voice services will involve the resale of the basic local exchange services of the incumbent local exchange telephone companies.
- 2.1.3 Carrier's services are available for use twenty-four hours per day, seven days per week.

**2.2 Use of Services**

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.4 The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.3 Liability of the Company**

- 2.3.1** Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitation specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.3.2** The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representation, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or authorized User and the sole liability of the company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.3 Liability of the Company, Cont'd.**

- 2.3.3** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but no limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including 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 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.
- 2.3.4** The Company shall not be liable for any act of omission by any entity furnishing to the Company or to the company's Customers services or equipment used for or with the services the Company offers.
- 2.3.5** 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 services or equipment.
- 2.3.6** 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.



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**SECTION 2 – REGULATIONS, CONT'D.****2.3 Liability of the Company, Cont'd.**

- 2.3.7** The Company does not guarantee nor 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.
- 2.3.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- 2.3.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- 2.3.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.3.11** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

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**SECTION 2 – REGULATIONS, CONT'D.****2.3 Liability of the Company, Cont'd.**

- 2.3.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- 2.3.13** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
- 2.3.14** The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the company for any such infringement, damages, or other claims.

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**SECTION 2 – REGULATIONS, CONT'D.****2.3 Liability of the Company, Cont'd.**

**2.3.15** The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.4 Prohibited Uses**

- 2.4.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.4.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral 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 consent of the Company. The relationship between the 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.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.5 Limitation of Service**

- 2.5.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.5.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.5.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 – REGULATIONS, CONT'D.****2.6 Application for Services**

**2.6.1** A Customer desiring to obtain service may do so based on an oral or written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.6.2 Cancellation of application of Service**

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

**2.6.3 Cancellation of Service**

The Customer may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

**2.7 Assignment or Transfer**

**2.7.1** All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

**SECTION 2 – REGULATIONS, CONT'D.**

**2.8 Deposits**

The Company does not require Customer deposits.

**2.9 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.10 Taxes and Fees**

The Company reserves the right to bill any and all applicable taxes in addition to normal telecommunications charges, including, but no limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not include in the quoted rates.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.11 Notices**

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

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.12 Billing and Payment**

**2.12.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this tariff and in accordance with Commission rules, without incurring any liability.

**2.12.2** Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.

**2.12.3** The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

**2.12.4 Recurring Monthly Charges**

**A.** Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.

**B.** For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

**2.12.5 Nonrecurring Charges**

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

**2.12.6** The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a financial institution refuses to honor.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.13 Discontinuance or Interruption of Service by the Carrier**

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished:

- 2.13.1 For noncompliance with or violation of any applicable State, municipal or Federal law, ordinance or regulation, or noncompliance with or violation of any Commission regulation.
- 2.13.2 For noncompliance with any of the provisions of this tariff governing service.
- 2.13.3 In the event of the Customer's use of service in such a manner as to adversely affect the Carrier's equipment or service to others.
- 2.13.4 In the event of unauthorized or fraudulent use of service.
- 2.13.5 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits the Carrier from furnishing service to the Customer.
- 2.13.6 In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of the Carrier's equipment and facilities.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.13 Discontinuance or Interruption of Service by the Carrier, Cont'd.**

- 2.13.7** The Carrier reserves the right to limit the duration of a connection or the provision of service when necessary because of a shortage of service components caused by emergency conditions as defined in the Rules and Regulations of the Florida Public Service Commission.
- 2.13.8** Discontinuance of service shall be in accordance with the Rules and Regulations of the Florida Public Service Commission.
- 2.13.9** The Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind to any party. The Carrier may suspend service after notice to the Customer of noncompliance with any provision of this tariff if such noncompliance is not corrected within thirty (30) days following the receipt of notice.
- 2.13.10** The Carrier may discontinue service for nonpayment of any regulated sum due to Carrier for more than 30 days beyond the rendition of the bill for such service pursuant to the Rules and Regulations of the Florida Public Service Commission.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.14 Customer Responsibility**

**A. Cancellation by Customer**

Customers may cancel service verbally or in writing. The company shall hold the customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 – REGULATIONS, CONT'D.****2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1** The Customer or Authorized User shall allow the company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.15.2** The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4** Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.15.5** The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or authorized User, except as the Company determines is necessary for proper operation in connection with the company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

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**SECTION 2 – REGULATIONS, CONT'D.****2.15 Service Connection and Equipment on Customer's Premises, Cont'd.**

- 2.15.6** The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.15.7** The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment upon receipt by the Customer of a Company invoice therefore. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.
- 2.15.8** The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:
- A.** upon termination, interruption or suspension of the service in connection with which the equipment was used; and
  - B.** for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only accepted. The customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.15 Service Connection and Equipment on Customer's Premises, Cont'd.**

**2.15.9** The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. 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. The Customer will submit to the company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such items(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.15.10** Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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**SECTION 2 – REGULATIONS, CONT'D.****2.16 Obligations of the Customer**

The Customer shall be responsible for:

- 2.16.1** The payment of all applicable charges asset forth in this tariff.
- 2.16.2** Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.16.3** Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.16.4** Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this session prior to accepting an order for service.

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**SECTION 2 – REGULATIONS, CONT'D.****2.16 Obligations of the Customer, Cont'd.**

- 2.16.5** Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous areas if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.16.6** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of company services and equipment in any Customer or end-User Premise or the Rights-of-way for which the Customer or authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.16.7** Making company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowances will be made for the period during which service is interrupted for such purposes;
- 2.16.8** Keeping the Company's services and equipment locate don the Customer's or end-User's Premise or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.16.9** Customer-provided equipment on the Customer or end-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of the Customer.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.16 Obligations of the Customer, Cont'd.**

**2.16.10** The Customer or authorized Use is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. 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 other persons.

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**SECTION 2 – REGULATIONS, CONT'D.****2.17 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.17.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A. The customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company PIN is a unique identifier issued by the company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.  
  
An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2 – REGULATIONS, CONT'D.****2.18 Maintenance and Testing**

**2.18.1** Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the company's services and equipment in satisfactory operating condition.

**2.18.2** 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

**2.19 Nonroutine Installation**

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

**2.20 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

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**SECTION 2 – REGULATIONS, CONT'D.****2.21 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.20.1 for the part of the service that the interruption affects.

**2.21.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the company under this rate sheet.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 – REGULATIONS, CONT'D.****2.21 Allowances for Interruptions in Service, Cont'd.****2.21.2 Limitations of allowances**

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.20.3), or utilize another service provider;
- F. During any period when the customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 -- REGULATIONS, CONT'D.****2.21 Allowances for Interruption in Service, Cont'd.****2.21.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.21.4 Application of Credits for Interruption in Service**

- A.** Credits for interruption in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rate basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2 – REGULATIONS, CONT'D.**

**2.21 Allowances for Interruptions in Service, Cont'd.**

**2.21.4 Application of Credits for Interruption in Service, Cont'd.**

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less then 72 hours will be credited 1/5 day for each 3-hour period or fractin thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

**2.21.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.



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**SECTION 3.0 – BASIC SERVICES AND RATES**

**3.1 Call Timing for Usage Sensitive Services**

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.1.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 3.1.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 3.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

**3.2 Distance Calculations**

The Company does not offer distance sensitive services.

**3.3 Rate Periods for Time of Day Sensitive Services**

The Company does not offer time of day sensitive services.

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**SECTION 3.0 – BASIC SERVICES AND RATES, (CONT'D.)****3.4 Local Exchange Service****3.4.1 General**

The Company offers Basic Local Service to residential customers seeking basic local exchange services. Voice Mail and other Custom Calling Features are available to Basic Local Service customers by selecting such services a la carte.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

**A. Primary Line**

The initial residential local exchange access line per account.

**B. Secondary Line**

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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**SECTION 3.0 – BASIC SERVICES AND RATES, (CONT'D.)**

**3.5 Local Dialtone Service**

**3.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas listed in the Exchange Service List. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

**3.5.2 Rates**

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$49.95*
	Secondary Line	\$49.95*

\* Includes first monthly payment

B.	Initial Monthly Rate	
	Primary Line	\$39.95**
	Secondary Line	\$39.95**

\*\* Applies to invoices for 2<sup>nd</sup> through 5<sup>th</sup> Month after Service Connection

C.	Monthly Rate	
	Primary Line	\$34.95***
	Secondary Line	\$34.95***

\*\* Applies to all invoices following 5<sup>th</sup> Month after Service Connection

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**SECTION 3.0 – BASIC SERVICES AND RATES, (CONT'D.)**

**3.6 Basic Local Service Package**

**3.6.1 General**

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller’s number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

**3.6.2 Rates**

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$59.95*
	Secondary Line	\$59.95*

\* Includes first monthly payment

B.	Initial Monthly Rate	
	Primary Line	\$49.95**
	Secondary Line	\$49.95**

\*\* Applies to invoices for 2<sup>nd</sup> through 5<sup>th</sup> Month after Service Connection

C.	Monthly Rate	
	Primary Line	\$44.95***
	Secondary Line	\$44.95***

\*\* Applies to all invoices following 5<sup>th</sup> Month after Service Connection

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES****4.1 Service Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

**4.1.1 Service Order Charges**

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****4.1 Service Order and Change Charges (Cont'd)****4.1.2 Change Order Charges**

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.1 Service Order and Change Charges (Cont'd)**

**4.1.3 Rates**

<u>Service Order Charges</u>	<u>Residence</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Toll Restriction Fee Order	\$5.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

\*Service Connection charges are listed with the rates for each specific service tariffed.

**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.2 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>
Per occasion	\$25.00

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.3 Reserved for Future Use**

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.30

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**SECTION 5.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****4.5 Custom Calling Features**

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

**4.5.1 Feature Descriptions**

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.5 Custom Calling Features**

**4.5.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller’s name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****4.5 Custom Calling Features****4.5.2 Rates**

<b>FEATURE</b>	<b>RATE</b>	<b>BILLED</b>
Call Forwarding	\$0.50	Per use
Speed Calling	\$3.50	MRC
Caller ID	\$3.50	MRC
Caller ID with Name	\$5.50	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$3.50	MRC
Call Waiting with Caller ID with Name	\$5.50	MRC
Three Way Calling	\$3.50	MRC
Call Return	\$0.50	Per use
Anonymous Call Rejection	\$2.50	MRC
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.6 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

**4.6.1 Basic Directory Assistance**

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

**A. Exemptions**

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

**B. Allowances**

There are no call allowances for Directory Assistance Service.

**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.6 Directory Assistance Services (Cont'd)**

**4.6.1 Rates**

**A. Basic Directory Assistance**

Direct dialed, per call

Residence  
\$0.75

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****4.7 Busy Line Verification and Emergency Interrupt Service**

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.8 Directory Listing Service**

**4.8.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

**4.8.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line and each joint user.

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****4.8 Directory Listing Service (Cont'd)****4.8.2 Listings (Cont'd)****B. Additional Listings**

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.8 Directory Listing Service (Cont'd)**

**4.8.2 Listings (Cont'd)**

**C. Nonpublished Service**

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**D. Nonlisted Service**

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.8 Directory Listing Service (Cont'd)**

**4.8.3 Rates and Charges**

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	
Residence	\$0.75
Nonpublished Service	
Residence	\$1.50
Nonlisted Service	
Residence	\$1.00
Alternate Listings	
Residence	\$0.75

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)****4.9 Carrier Presubscription****4.9.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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**SECTION 4.0 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**

**4.10 Toll Restriction Service**

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Directly dialed calls to 700/900 services and operator dialed calls billed to the line are not allowed. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

**4.10.1 Rates**

	<u>Residence</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

\*For nonrecurring charges associated with Toll Restriction Service, see Section 4.1 of this tariff.

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