

**OHIO TELECOMMUNICATIONS TARIFF**

applicable to

**Competitive Local Exchange and Interexchange Services**

provided by

**360networks (USA) inc.**

867 Coal Creek Circle, Suite 160  
Louisville, CO 80027

Regulations and Schedule of Charges Applying to  
Competitive Local Exchange and Interexchange Telecommunications Services

**THIS P.U.C.O. TARIFF NO. 2  
REPLACES  
OHIO TARIFF NO. 1  
IN ITS ENTIRETY**

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed Local Exchange telecommunications Services provided by 360networks (USA) inc. ("Company") within the State of Ohio. This Tariff is on file with the Public Utilities Commission of Ohio. Copies may be inspected during normal business hours at Company's principal place of business: 867 Coal Creek Circle, Suite 160, Louisville, CO 80027.

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Effective Date: November 29, 2007

Gary Ray  
Vice President and General Counsel  
360networks (USA) inc.  
867 Coal Creek Circle, Suite 160  
Louisville, CO 80027

Issued under authority of the Public Utilities Commission of Ohio, pursuant to Commission  
Order in Case No. 00-1917-TP-ACE

**CHECK LIST**

The Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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### **EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Tariff for the purposes indicated below.

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify a rate increase.
- (M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rules or conditions.
- (N) To signify new materials including listing, rate, rule or condition.
- (R) To signify a rate reduction.
- (T) To signify change in wording of text but not change in rate, rule or condition.

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**TARIFF FORMAT**

- A. Page Numbering:** Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. Page Revision Numbers:** Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Page for the Page currently in effect.
- C. Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of code 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 Pages:** When a tariff filing is made with the Commission, an updated Check Page accompanies the tariff filing. The Check Page lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Page to find if a particular Page is the most current on file with the Commission.

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**SECTION 1 – APPLICATION OF TARIFF**

- 1.1.** This Tariff contains the regulations and rates applicable to furnishing of local exchange telecommunications Services provided by Company to Customers for telecommunications between points within the State of Ohio. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 1.2.** Company has been authorized to provide competitive Local Exchange Services in the area of Ohio currently served by AT&T Ohio, Inc.
- 1.3.** The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local Exchange telephone company or other common Carrier for use in accessing the Services of Company.
- 1.4.** Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- 1.5.** The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 1.6.** The Customer is entitled to limit the use of Company's Services by End Users at the Customer's facilities, and may use other common Carriers in addition to or in lieu of Company.
- 1.7.** The Company's Services herein are offered pursuant to the Minimum Telephone Service Standards (MTSS), with which the Company will comply.
- 1.8.** This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 867 Coal Creek Circle, Suite 160, Louisville, CO 80027 and on the Company's web site, [www.360networks.com](http://www.360networks.com).

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## SECTION 2 – DEFINITIONS

Certain terms used generally throughout this Tariff for Communications Service of this Company are defined below.

**Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

**Advance Payment:** Part or all of a payment required before the start of Service.

**Applicant:** The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided pursuant to this Tariff.

**Authorized User:** A person, firm or corporation which is authorized by the Customer to be connected to the Service of the Customer.

**Basic Local Exchange Service:** Service that includes the following:

- Single-party Service;
- Voice grade access to the public switched network;
- Support for local use;
- Dual tone multifrequency signaling (touch-tone);
- Access to emergency Services (E911);
- Access to operator Services;
- Access to Interexchange Services;
- Access to directory assistance; and
- Toll limitation Services.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

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## **SECTION 2 – DEFINITIONS, Continued**

**Business Service:** Service will be classified as Business Service if:

- A. The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or
- B. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

**Called Station:** The terminating point of a call (i.e., the called number).

**Carrier:** An entity certified by the Commission to provide telecommunications Services within Ohio. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

**Channel:** A communications path between two or more points of termination.

**Commission:** Public Utilities Commission of Ohio.

**Commission Rule(s):** The rules of the Public Utilities Commission of Ohio as set forth in the Ohio Administrative Code (OAC).

**Company:** 360networks (USA) inc., the issuer of this Tariff.

**Customer Premises:** A location(s) designated by the Customer for the purposes of connecting to Company's Services.

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**SECTION 2 – DEFINITIONS, Continued**

**Customer:** The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.

**Denied Service Restoral Charge:** a charge applying to the restoral of service to an individual line service, private branch exchange or Centrex system after denial of service for nonpayment.

**Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

**Discontinue or Discontinuance:** A permanent cessation of telephone services.

**End User:** Any person, firm, corporation, partnership or other entity which uses the Services of Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

**Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more central offices together with the associated plant used in furnishing communication Service in that area.

**Exchange Area:** The territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

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**SECTION 2 – DEFINITIONS, Continued**

**Facility:** Includes, in the aggregate or otherwise, but is not limited to, the following:

Channels	Lines
Apparatus	Devices
Equipment	Accessories
Communications paths	Systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

**Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms “Installation Charges” and “non-recurring charges” are used interchangeably within this Tariff to refer to non-variable charges.

**Interexchange:** Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

**InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

**IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

**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.

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## SECTION 2 – DEFINITIONS, Continued

**Line Restoral Charge:** A charge applying to the restoral of service to each local exchange line, PBX trunk or WATS access line suspended at the request of the Customer or End User.

**Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

**Local Exchange Carrier:** A company which furnishes Local Exchange telecommunications Service.

**Local Exchange Service:** The furnishing of telecommunications Service to individual Residence and Business Customers within a specified geographical area for Basic Local Exchange Service.

**Major Service Interruption:** An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.

**MTSS:** The Public Utilities Commission of Ohio Minimum Telephone Service Standards

**Operator Dialed Charge:** The End User places the call without dialing the destination number, although the capability to do it himself exists. The End User will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the Called Station.

**Premises:** The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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**SECTION 2 – DEFINITIONS, Continued**

**Recurring Charges:** The monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.

**Residential Customer:** A Residential Customer is a person to whom telecommunications Services are furnished by Company predominantly for personal or domestic purposes at the person's dwelling.

**Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. The use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested Service or Facility is available for use, unless extended by the Customer's refusal to accept Service which does not conform to standards set forth in the Service Order or the tariffs of the Company, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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**SECTION 2 – DEFINITIONS, Continued**

**Service Order:** The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the Service is calculated from the Service Commencement Date.

**Service(s):** The telecommunications Services that Company offers pursuant to this Tariff. *See also Tier I and Tier II Services.*

**Station:** Telephone equipment from or to which calls are placed.

**Station-to-Station:** Station-to-station calls are those calls where the person originating the call to an operator does not specify any particular person, station point or department. The call may be billed to the called party.

**Suspend or Suspension:** The temporary cessation of individual telecommunications services to Customers, which may be followed by Disconnection.

**Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

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**SECTION 2 – DEFINITIONS, Continued**

**Tier I Services:** Include Basic Local Exchange Service as defined in Section 49270.01 of the Ohio Revised Code and the following services as indicated in Commission Rule 4901:1-6-04. Tier I services are tariffed herein at maximum and actual rates per Commission Rule 4901:1-6-04(B)(1)(b).

Tier 1 core services

- (i) Basic local exchange service.
- (ii) Basic caller identification (number delivery only services).

Tier 1 non-core services

- (i) Second and third local exchange service access lines.
- (ii) Call waiting.
- (iii) Call trace (\*57).
- (iv) Per line number identification blocking.
- (v) Nonpublished number service.
- (vi) N-1-1 access and usage, unless exempted.

**Tier II Services:** Tier II services include services that do not fall under Tier I. Tier II services include the Company's local/long distance/custom calling services packages, pursuant to Commission Rule 4901:1-6-05. Pursuant to Commission's September 19, 2007 Implementation Entry<sup>1</sup> Tier II services descriptions and rates are no longer tariffed. Corresponding service descriptions and rates are available by contacting the Company or via the Company's web site, [www.360networks.com](http://www.360networks.com).

**User:** A Customer or any other person authorized by a Customer to use Service provided to the Customer under a Company tariff.

**White Pages Directory Listing or Directory Listing:** A Directory Listing found in the local White Pages telephone directory.

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<sup>1</sup> *In the Matter of the Review of Chapter 4901:1-6, Ohio Administrative Code*, Case No. 06-1345-TP-ORD (September 19, 2007).

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**SECTION 3 – RULES AND REGULATIONS****3.1. UNDERTAKING OF THE COMPANY**

- 3.1.1.** The Company does not undertake to transmit messages but offers the use of its Facilities for the transmission of communications.
- 3.1.2.** Customers and Users may use Services and Facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the Services and Facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.
- 3.1.3.** The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.
- 3.1.4.** All telephone companies are subject to the Commission's rule for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under the MTSS and that these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.2. DESCRIPTION OF SERVICE**

Company Service consists of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's Facilities or in combination with transmission facilities provided by other certificated Carriers. Pursuant to Chapter 49 of the Ohio Revised Code, all services furnished by the Company pursuant to this tariff are classified as local exchange services.

**3.3. APPLICATION FOR SERVICE**

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

**3.4. SHORTAGE OF EQUIPMENT OR FACILITIES**

**3.4.1.** The Company reserves the right to limit or to allocate the use of existing Facilities or of additional Facilities offered by the Company, when necessary because of lack of Facilities, or due to some other cause beyond the Company's control, on a nondiscriminatory basis.

**3.4.2.** The furnishing of Service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the reasonable capacity of the Company's Facilities 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 3 – RULES AND REGULATIONS, Continued****3.5. TERMS AND CONDITIONS**

- 3.5.1.** Residential Customers may cancel Service at any time. Commercial Customers may cancel Service at any time unless prohibited by a Customer executed agreement.
- 3.5.2.** Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if Service is Discontinued during the initial minimum Service period. If a Customer Discontinues Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for Services rendered.
- 3.5.3.** Customers may be required to enter into written Service Orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.
- 3.5.4.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless Discontinued by either party. Any Discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.
- 3.5.5.** The tariffs of the Company shall be interpreted and governed by the laws of the State of Ohio without regard for its choice of laws provision.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY**

**3.6.1. Generally** -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 the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

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

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

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY, Continued****3.6.2. Limits of Liability:**

- A. Circumstances Beyond the Company's Control: The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control pursuant to 4901:1-50.A.C. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.
  
- B. Acts of Other Entities: The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or suppliers.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY, Continued****3.6.2. Limits of Liability, Continued**

- C. Acts of the Customer: The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.
- D. Damage to Customer's Premises: The Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
- E. Liability for Acts of Other Carriers or Companies: The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY, Continued****3.6.2. Limits of Liability, Continued**

- F. Liability for Transmission Errors and Personal Injury- The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company,
1. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs) pursuant to Chapter 4901:1-50.A.C., or
  2. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- G. Discontinuance of Service: The Company shall not be liable for the Discontinuance of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Discontinuance of Service complied with the applicable rules and regulations; or
- H. Violations: The Company shall not be liable for violations of the obligations of the Customer under this Tariff; or
- I. Interruption: The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.2. Limits of Liability, Continued**

- J. Loss, Destruction or Damage: The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- K. Unlawful Acts: The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- L. Disclosure: The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or
- M. Fees: The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or
- N. Unauthorized Use: The Company shall not be liable for any unauthorized use of the Service provided to Customer.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY, Continued**

**3.6.3. Indemnification:** The Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished under this Tariff, including:

- A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; or
- B. a breach in the privacy or security of communications transmitted over Company's Facilities; or
- C. patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from
  - 1. combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or
  - 2. use of Services, functions, or products, which Company furnished in a manner, Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or
  - 3. all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff; or

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY, Continued****3.6.3. Indemnification, Continued**

4. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.
- D. Limitations of Damages and of Period for Bringing Claims: The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim.
- E. Express and Implied Warranties: 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 OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- F. Service Installation and Operation in Hazardous Locations: The Company does not guarantee or make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section 3.6.3 (F) as a condition precedent to such installations.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY, Continued****3.6.3. Indemnification, Continued**

- G. Connection to the Company's Network: The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.
- H. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.6. LIABILITY OF THE COMPANY, Continued****3.6.3. Indemnification, Continued**

- I. Errors in Billing: The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- J. Provision of Service: the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 3.6.2., or for any failure to provide or maintain Service at any particular performance level, unless required by Ohio law or Commission rules and regulations.
- K. Entire Liability: The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the Service is rendered. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

**3.7. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

To the extent possible, the Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or Facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.8. PROVISION OF EQUIPMENT AND FACILITIES**

- 3.8.1.** All Services along the Facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- 3.8.2.** Pursuant to Rule 4901:1–5, Company will make Service available to Customers on or before a particular date, subject to compliance by the Customer with the provisions of this Tariff.
- 3.8.3.** The Company will comply with the provisions of Rule 4901:1–5 regarding timing of installation of new access line Service and associated features. The Company will provide Customer credits as required, except where such credits are inapplicable as set forth therein.
- 3.8.4.** The Company will comply with the provisions of Commission Rule 4901:1–5 with respect to missed appointments, and will provide Customer credits as required, except where such credits are inapplicable as set forth therein.
- 3.8.5.** The Company undertakes to use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer or Authorized User may not, nor may they permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise tamper with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.
- 3.8.6.** Equipment the Company provides or installs at the Customer's Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.
- 3.8.7.** The Customer shall be responsible for the payment of Service charges as set forth in this Tariff 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 equipment or facilities the Customer or Authorized User provided.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued**

**3.8.8.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of Facilities offered under this Tariff and to the maintenance and operation of such Facilities; subject to this responsibility the Company shall not be responsible for:

- A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. The reception of signals by Customer provided equipment. The Customer or Authorized User is responsible for ensuring that Customer provided equipment connected to Company equipment and Facilities is compatible with such Company equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's Facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's Facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- C. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Company Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- D. Company may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carrier which are applicable to such connections.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.9. NONROUTINE INSTALLATION**

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

**3.10. OWNERSHIP OF FACILITIES**

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

**3.11. OPTIONAL RATES AND INFORMATION PROVIDED TO THE PUBLIC**

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified at least one week in advance.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.12. GOVERNMENTAL AUTHORIZATIONS**

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The 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. The 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 the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.13. OBLIGATIONS OF THE CUSTOMER**

The Customer shall be responsible for:

- 3.13.1.** the payment of all applicable charges pursuant to the tariffs of the Company;
- 3.13.2.** damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 3.13.3.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company Facilities and equipment installed on the Premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- 3.13.4.** any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided Facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the 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, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.13. OBLIGATIONS OF THE CUSTOMER, Continued**

- 3.13.5.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company's employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain the Company's Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;
- 3.13.6.** identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- 3.13.7.** 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 the Company's Facilities and equipment in any Customer or User Premises or the rights-of-way for which Customer is responsible under Section 3.13.4; and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Discontinuance of Service as stated herein, removing the Facilities or equipment of the Company;
- 3.13.8.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- 3.13.9.** making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.13. OBLIGATIONS OF THE CUSTOMER, Continued**

**3.13.10.** Establishing Financial Responsibility - The Company, in order to assure the payment of it's charges for service, will require applicants and Customers to establish and maintain financial responsibility. The establishment or re-establishment of financial responsibility as provided in this Section shall not relieve the applicant or Customer from compliance with the other provisions of this Tariff as to deposit's and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

Pursuant to Chapter 4901:1-17-03, Applicants will be deemed to have established financial responsibility if:

- A. The applicant is the owner of the premises to be served or of other real estate within the territory served by the utility and has demonstrated financial responsibility; or
- B. The applicant demonstrates that he/she has had the same class and a similar type of utility service within a period of twenty-four consecutive months preceding the date of application, unless utility records indicate that the applicant's service was disconnected for nonpayment during the last twelve consecutive months of service, or the applicant had received two consecutive bills with past due balances during that twelve-month period and provided further that the financial responsibility of the applicant is not otherwise impaired.
- C. Pursuant to Chapter 4901:1-17-03(A)(2) O.A.C., the Applicant responds in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The applicant may be required to provide proof in support of these responses.
- D. The applicant pays a cash deposit to the Company In accordance with Chapter 4901:1-17-05 O.A.C. as set forth in Section 3.18. below.
- E. The applicant provides a written guarantee of payment for service by a guarantor that has established financial responsibility pursuant to Chapter 4901:1-17-03(A) O.A.C.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.14. PROHIBITED USES**

- 3.14.1.** 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.
- 3.14.2.** Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 3.14.3.** The Company may require Applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.14.4.** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.
- 3.14.5.** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.14. PROHIBITED USES, Continued**

- 3.14.6.** A Customer may not use the Services in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 3.14.7.** A Customer may not use the Services in any manner so as to annoy, abuse, threaten, or harass other persons.
- 3.14.8.** The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 3.14.9.** Customer use of any resold Service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.
- 3.14.10.** A Customer 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 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.
- 3.14.11.** A Customer shall not use any service mark, trade mark or trade name of Company or refer to Company in connection with any product, equipment, promotion or publication of the Customer without the approval of Company.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.15. PAYMENT FOR SERVICE**

The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer.

**3.16. BILLING AND COLLECTION OF CHARGES**

**3.16.1.** Nonrecurring charges are due and payable within 30 days as indicated on the due date on an invoice received by Customer from the Company.

**3.16.2.** The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and Recurring Charges shall be due and payable within 30 days as indicated on the due date of the invoice.

**3.16.3.** Charges based on usage will be included on the next invoice rendered following the end of the billing cycle in which the usage occurs, and will be due and payable within 30 days as indicated on the invoice due date.

**3.16.4.** When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

**3.16.5.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or Facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or Facility does not conform to standards set forth in the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.16. BILLING AND COLLECTION OF CHARGES, Continued**

- 3.16.6.** Late payment charges of one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears.

**3.17. ADVANCE PAYMENTS**

- 3.17.1.** 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 the first month's estimated usage and Recurring Charges for the Service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated nonrecurring charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill and may be required in addition to a deposit.
- 3.17.2.** A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.18. DEPOSITS**

Applicants for Service or existing Customers whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be waived if the applicant is a satisfactory credit risk

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY****3.19.1. Basic Local Service****A. General Regulations**

1. For purposes of this Section, all regulated telephone Services provided by Company, except toll Service, shall be defined as local Service.
2. The Company may Disconnect its Customer's local Service for non-payment of charges incurred for local Service.
3. Customers' Service is subject to Suspension and Disconnection for the reasons listed. In the event of circumstances in which Company may Disconnect Service, the Company will first Suspend the Customer's Service with notice, if required. If Service is suspended, the Customer's telephone number is reserved for twenty (20) days. If the Customer's Service is restored with twenty (20) days, the Customer is required to pay the Restoral Charge as set forth in Section 4.2.1 of this Tariff. If the reason for Suspension is not resolved within the twenty (20) day period of Suspension, the Customer's Service will be Disconnected according to the Commission's Rules and this Tariff. If Service is Disconnected, a new telephone number will be assigned to the Customer and the Customer will be required to reapply for Service as a new Customer, pay all outstanding amounts, pay a deposit, and pay all charges for new Service.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY**

**3.19.1. Basic Local Service**

A. General Regulations, Continued

4. The Company is prohibited from Disconnecting any Customer's Local Exchange Service for nonpayment of charges incurred by the Customer for toll Service.
5. Partial payments by a Customer to the Company will be apportioned by the Company to its regulated Local Exchange Service charges first before being applied by the Company to any toll charges and will be apportioned to regulated Local Exchange Service charges first before being applied to charges for non-regulated Service.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY**

**3.19.1. Basic Local Service, Continued**

**A. General Regulations, Continued**

6. The Disconnection of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of Disconnection. The remedies set forth herein are not exclusive, and Company is at all times entitled to all the rights available to it under law or equity.
7. Company may refuse to permit Collect Calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or Services.

**B. Company may immediately Disconnect Service(s) to a Customer without notification, and without incurring liability, under the following circumstances:**

1. An emergency may threaten the health or safety of a person, or the Company's distribution system;
2. A Customer's use of telecommunications equipment adversely affects the Company's equipment, its Service to others, or the safety of the Company's employees or Subscribers; or
3. A Customer tampers with Facilities or equipment owned by the Company.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY****3.19.1. Basic Local Service, Continued**

- C. Company will notify or attempt to notify a Customer through any reasonable means before Service(s) is refused or Disconnected for the following reasons:
1. A violation of, or noncompliance with, the Company's rules or tariffs on file with the Commission;
  2. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services; or
  3. A refusal by the Customer to permit the Company access to its Facilities; or
  4. When the Customer has committed a fraudulent practice as set forth and defined in this Tariff.
- D. Unless otherwise stated in this Tariff, Company may Disconnect Service without liability upon seven (7) days written notice to the Customer, via first-class mail, prior to Disconnection of Service for the following reasons. In no event will Company Disconnect a Customer's Service sooner than fourteen (14) days after the due date of the bill.
1. Violation of this Tariff, except as provided in this Tariff, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
  2. Failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
  3. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued****3.19.2. Duration of Suspension**

The Company may continue Suspension of Service until all charges due have been paid and all violations that would not otherwise be subject to immediate termination have ceased. Should the Customer fail to comply with the Company's instructions during the Suspension period, Service will be Discontinued and the Customer must pay the Denied Service Restoral Charge in addition to all applicable monthly Service charges before Service will be restored.

**3.19.3. Resumption of Service**

- A. Any Customer whose Service has been Disconnected will be required to reapply for Service as a new Customer, pay all outstanding amounts, pay a deposit, and pay all charges for new service prior to reconnection of Service. The fees and charges required to be paid prior to reconnection will be included on a notice of Disconnection.
- B. If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion.

**3.19.4. Other**

If communications facilities have been physically disconnected by Law Enforcement Officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the Customer, and agreement to pay charges for restoration of service and other applicable Service Charges, the company shall promptly restore such service.

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<sup>2</sup> Case No. 95-79Q-TP-COI.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.20. CANCELLATION OF APPLICATION FOR SERVICE**

- 3.20.1.** Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.
- 3.20.2.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including Installation Charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%)).
- 3.20.3.** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, the charges set forth in Section 3.32 of this Tariff will apply.
- 3.20.4.** Unless otherwise provided in this Tariff, the special charges described above, will be calculated and applied on a case-by-case basis.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.21. CHANGES IN SERVICE REQUESTED**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, Premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

**3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER**

**3.22.1.** Customers may Suspend or Discontinue Service by providing written or verbal notice to Company prior to Suspension or Discontinuance. Notice must specify the date on which Service is to be Suspended or Discontinued.

**3.22.2.** The Customer remains responsible for all Service charges until the day and time on which Service is actually Suspended or Discontinued.

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

**3.22.4.** If the Customer Discontinues Service after Company has completed installation, the charge set forth in Subsection 3.22.3 above will apply to the extent Company has not yet recovered the costs described therein. In addition, the minimum Service period obligations will apply regardless of whether Service has been initiated and the charges in Section 4 will apply.

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

**3.22.6.** Customers must pay a Line Restoral Charge prior to Restoral of Service Suspended at Customer's request.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER,**  
Continued

**3.22.7.** If a Customer cancels a Service Order, or Discontinues Service before the completion of the term of a Customer executed contract for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the Discontinuance and to pay under the terms set forth in this Tariff all costs, fees and expenses reasonably incurred in connection with:

- A. all Nonrecurring charges as specified in this Tariff or other Company tariffs, plus
- B. any Discontinuance, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus
- C. all Recurring Charges specified in this Tariff or other Company tariffs for the balance of the then current term.
- D. a prorated amount to the entire committed total of all usage charges due to Company over the term.

**3.23. TAXES**

The Customer is responsible for the payment of 911 taxes, Telecommunications Relay Service, Local Number Portability, and Rights of Way fees, Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.24. DISPUTED BILLS**

**3.24.1.** In case of a billing dispute between Customer and Company as to the correct amount of a bill, Customer may enter the following arrangement:

- A. First, Customer requests, and Company will comply with the request, an investigation and review of the disputed amount.
- B. The Customer pays the undisputed portion of the bill by the Due By Date shown on the bill or the Service will be subject to Disconnection if Company has notified Customer by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to Commission for its investigation and decision.
- D. Company will not Disconnect Customer's Service for nonpayment as long as Customer complies with this arrangement.
- E. The Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint by the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above.
- F. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.24. DISPUTED BILLS, Continued**

**3.24.1. Continued**

G. After the investigation and review are completed by Company as noted in subsection A. above, if Customer elects not to deposit the amount in dispute with Commission, such amount becomes due and payable at once. In order to avoid Disconnection of Service, such amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed and that such payment must be made or Service will be interrupted. However, the Service will not be Disconnected prior to the Due By Date shown on the bill.

H. The address and telephone number of the Commission are:

Attn: Public Interest Center  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215-3793

Telephone: 1 (800) 686-7826 (voice)  
1 (800) 686-1570 (TDD)

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**SECTION 3 – RULES AND REGULATIONS, Continued**

**3.25. NOTICES AND COMMUNICATIONS**

- 3.25.1.** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for Service shall be mailed.
- 3.25.2.** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.
- 3.25.3.** All notices or other communications required to be given pursuant to the tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 3.25.4.** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.26. CUSTOMER EQUIPMENT AND CHANNELS**

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its tariffs, the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication.

**3.27. STATION EQUIPMENT**

- 3.27.1.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.
- 3.27.2.** The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to 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.
- 3.27.3.** Customer provided Station equipment may be attached to Services provided under the tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the tariffs of the Company and is the sole responsibility of the Customer.
- 3.27.4.** The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, Disconnects or other Service problems caused by the use of Customer-owned equipment.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.28. INTERCONNECTION OF FACILITIES**

- 3.28.1.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 3.28.2.** Communications Services may be connected to the services or facilities of other communications Carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications Carriers which are applicable to such connections.
- 3.28.3.** Facilities furnished under the tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.

**3.29. TESTS AND ADJUSTMENTS**

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

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.30. INSPECTIONS**

- 3.30.1.** 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 User is complying with the requirements set forth in Section 3.8 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- 3.30.2.** 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 Facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. 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 Facilities, equipment and personnel from harm.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.31. SPECIAL CONSTRUCTION****3.31.1. General**

Subject to the agreement of the Company and to all of the regulations contained in the tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications not otherwise specified under tariff, or for the provision of service on an expedited basis or in some other manner different from the normal tariff conditions. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its Services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.31. SPECIAL CONSTRUCTION, Continued****3.31.2. Basis for Charges**

Where the Company furnishes a facility or service on a special construction basis, or any service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring type charges; (2) recurring type charges, (3) Cancellation or Discontinuance liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service life of the Facilities provided.

**3.31.3. Basis for Cost Computation**

Costs may include one or more of the following items to the extent they are applicable:

- A. installed costs of the Facilities to be provided including estimated costs for the rearrangements of existing Facilities. Installed costs include the cost of:
  - 1. equipment and materials provided or used,
  - 2. engineering, labor and supervision,
  - 3. transportation,
  - 4. rights of way, and
  - 5. any other item chargeable to the capital account;

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.31. SPECIAL CONSTRUCTION, Continued****3.31.3. Basis for Cost Computation**

- B. annual charges including the following:
1. cost of maintenance;
  2. depreciation on the estimated installed cost of any Facilities provided, based on the anticipated useful Service life of the Facilities with an appropriate allowance for the estimated net salvage;
  3. administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;
  4. any other identifiable costs related to the Facilities provided; and
  5. an amount for return and contingencies

**3.31.4. Early Discontinuance Liability**

- A. To the extent that there is no other requirement for use by the Company, the Customer may have a Discontinuance liability for Facilities specially constructed at the request of the Customer, if and only if such liability is clearly stated in a written agreement between the Company and the Customer.
- B. The maximum liability is equal to the total cost of the special Facility as determined above, adjusted to reflect the predetermined estimate net salvage, including any reuse of the Facilities provided. Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.
- C. The maximum liability as determined in subsection (A) above shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.32. SPECIAL ASSEMBLY**

The Company may provide a unique intrastate service arrangement for a Customer where no tariffed service exists for the service. The unique service can be provided via a Special Assembly.

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

**3.33. PROMOTIONAL OFFERINGS**

The Company may make promotional offerings of its tariffed Services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any Customer similarly classified who requests the specific offer. The Company will submit its Promotions by letter to the Commission Staff outlining the promotion, listing the tariffed item being promoted, and the promotion's start and end dates in lieu of filing language in the tariff.

**3.34. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

- A. Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.
- B. Except as otherwise detailed in the Local Competition Guidelines (Case No. 95–845–TP–COI), a Commission approval of contracts does not constitute a determination of the reasonableness of termination liability provisions.

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**SECTION 3 – RULES AND REGULATIONS, Continued****3.35. TELECOMMUNICATIONS RELAY SERVICE (TRS)**

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll tree 800 number or by dialing the 711 service access code.

**3.36. EDUCATION DISCOUNTS**

An Educational Discount of 10% applies to all Elementary and Secondary schools which are chartered by the State Board of Education pursuant to Section 3301.16 of the Ohio Revised Code. Educational Discounts apply to services provided for the sole use of the schools as defined above. The discount is applicable to the total bill amount of all of the Company's regulated tariffed recurring, nonrecurring and usage charges.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES****4.1. BASIC LOCAL EXCHANGE SERVICE****4.1.1. Description of Services**

The Company provides switched, telephonic-quality voice Services that enable Users to communicate on a real-time basis between points in the State of Ohio, as well as ancillary Services that facilitate the use or expand the capabilities of switched communications Services. Services may be provided by Company through resale of services provided by other telephone companies.

A. **Basic Local Exchange Service** – provides a Customer with a telephonic connection to, and a unique telephone number on, Company's switching network which enables the Customer to:

1. receive calls from other Stations on the public switched telephone network;
2. access Company's Local Calling Services and other Services as set forth in this Tariff;
3. access Interexchange calling Services of Company and of other Carriers;
4. access (at no additional charge) to Company's operators and business office for Service related assistance;
5. access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
6. access relay Services for the hearing and/or speech impaired.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.1. Description of Services, Continued****A. Continued**

Basic Local Exchange Service can also be used to originate calls to other telephone companies' caller-paid information Services (e.g. NPA 700, 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by Company's switch at no charge upon Customer request. Company Customers may also be provided with Collect Call Blocking, Person-to-Person and Third Party Billing blocking service upon request. Each Basic Local Exchange Service corresponds to one or more telephonic communications Channels that can be used to place or receive one call at a time.

**B. Exchange Access Line** – Individual line Residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all Company plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the Tariffed use offering selected by the Customer.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.1. Description of Services, Continued**

**C. Timing of Calls**

1. Calls are billed in one (1) minute increments unless otherwise noted.
2. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
3. Calls less than the minimum length will be rounded to the minimum length.
4. There is no billing for incomplete calls
5. For Station to Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
6. For person to person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
7. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.1. Description of Services, Continued**

**D. Call Charges**

1. Based on Duration - Rates are based on the duration of the call as measured according to section 3.6.1(C) above.
2. Mileage and Time Periods - Rates do not vary between time periods or with mileage.
3. Per Call Charges - Where live or automated operator assistance is required for call completion or billing, a per call Service charge applies. The per call Service Charge is assessed in addition to any applicable rate based on call duration.
4. Zones - Service rates are differentiated by Service zone, as set forth in below.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.1. Description of Services, Continued****E. Duration Rules**

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:

1. Calls are measured in durational increments identified for each Service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
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. Timing terminates on all calls when the calling party hangs up or Company's network receives an off-hook signal from the terminating Carrier.
4. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
5. All times refer to local time.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.2. Services Offered**

Company's Local Exchange Service territory mirrors the AT&T Ohio, Inc. local exchange service territory boundaries. Company's interexchange service is statewide. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

- A. The Company's local exchange services have a variety of available features that let the Customer design a service tailored to meet their needs. Below are feature descriptions.

**Caller ID with Number:** Allows for the automatic delivery of a calling party's number to the called customer. The telephone number is displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call waiting tone, but the new incoming call number will not be displayed.

**Caller ID with Name and Number:** Allows for the automatic delivery of a calling party's name and number to the called party. The name and number are displayed on customer-provided equipment. If the Customer has call waiting on the same line, they will hear the call-waiting tone, but the new incoming name and number will not be displayed.

**Caller ID Blocking Per Line:** Provides default blocking of delivery of the calling customer's telephone number. Blocking can be deactivated by the customer by dialing an access code before each call. When the customer hangs up, the default blocking is reinstated.

**Caller ID Blocking Per Call:** Provides blocking of delivery of the calling Customer's telephone number on a per call basis. Blocking can be activated by the customer dialing an access code before each call.

**Call Waiting:** This optional feature provides a tone to notify a Customer on an existing call that a second call is waiting.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.2. Services Offered, Continued****B. Business Line Service**

A Business Line service offers the Customer a choice of billing options, and a host of optional features. Term plans are also available.

**Rates**

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

<b>Term Plan</b>	<b>Monthly Recurring Charge</b>		<b>Per Call Charge</b>	
	Min.	Max.	Min.	Max.
Month to Month	\$25.00	\$75.00	\$.05	\$.24
One Year	\$21.00	\$63.00	\$.05	\$.24
Two Year	\$18.00	\$54.00	\$.05	\$.24
Three Year	\$16.00	\$48.00	\$.05	\$.24

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

<b>Term Plan</b>	<b>Monthly Recurring Charge</b>		<b>Incremental Charge*</b>	
	Min.	Max.	Min.	Max.
Month to Month	\$25.00	\$75.00	\$.016	\$.036
One Year	\$25.00	\$75.00	\$.014	\$.034
Two Year	\$25.00	\$75.00	\$.012	\$.032
Three Year	\$25.00	\$75.00	\$.009	\$.029

\* Billing is in six second increments with an 18 second minimum.

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in Case No. 00-1917-TP-ACE

**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.2. Services Offered, Continued****B. Features**

	<b>Non Recurring Charge</b>		<b>Monthly Recurring Charge*</b>	
	Min.	Max.	Min.	Max.
Call Waiting	\$1.00	\$20.00	\$1.00	\$8.00
Caller ID Name and Number	\$30.00	\$60.00	\$5.00	\$13.00
Caller ID Number	\$30.00	\$60.00	\$5.00	\$13.00
Caller ID Blocking (per line)	\$1.00	\$20.00	\$.50	\$3.00
Caller ID Blocking (per call)	\$.00	\$0.00	\$.00	\$.00

\*Monthly Recurring Charge is per group of lines equipped, not per line. A maximum of five lines may be equipped with this feature.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.3. Service Conversion Fees**

Customers will be assessed a non-recurring fee for converting existing lines to the Company's service.

	Min.	Max.
First Line	\$41.00	\$102.00
Additional Line	\$11.00	\$52.00

Customers who opt for a term plan agreement are eligible for 100% waiver of Service Conversion Charges.

**4.1.4. Installation Fees**

A non-recurring installation fee will be assessed when a new line is added to a new or existing account.

	Min.	Max.
First Line	\$68.00	\$156.00
Additional Line	\$19.00	\$58.00

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.5. Directory Listings****General**

Directory services allow Customers to customize the manner in which their Company assigned telephone numbers appear in published directory and/or used by dialable directories and Company operators. This section applies only to services provided by the Company.

**A. Primary Listing**

For each Customer of Company-provided Exchange Access Service(s), Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the incumbent Local Exchange Carrier in the area at no additional charge. For Customers with multiple Premises served by Company, Company will arrange for a listing of the main billing telephone number at each premise, at a Customer's option. Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein. The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted. For business services, additional listings are available only in the name of an authorized user of the customer's service. Business additional listings are not permitted in connection with residence service. Business additional listings may be provided in connection with Joint User Service with one additional listing offered at no charge for each joint user on a customer's service

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.5. Directory Listings. Continued****General. Continued****B. Length of Directory White Pages Listing**

The Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

**C. Right of Refusal**

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

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.5. Directory Listings, Continued****General, Continued****D. Sections**

Each White Pages Directory Listing must be designated as either “Government”, “Business” or “Residence” so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

**E. Schedule**

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

**F. Other Requirements**

The Customer's White Pages Directory Listing may be subject to other requirements imposed by the ILEC publishing the telephone directory.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.5. Directory Listings, Continued****General, Continued****Limitation of Liability**

The Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings, pursuant to 4901:1-5:16 O.A.C.

Approval of limitation of liability language by the Commission does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.5. Directory Listings, Continued**

**Descriptions**

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

**A. Primary Listing**

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

**B. Additional Listings**

In connection with Business Service, additional listings are available to be printed in the White Pages Directory in the names of Authorized Users of the Customer's Service, as defined herein. Rates for additional listings are specified in this Price List.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.5. Directory Listings, Continued****Non-Listed and Non-Published Service**

- A. Non-Listed Telephone Number - At the customer's request, non-listed telephone service will be furnished which will provide for the omission or deletion of the customer's telephone number from the telephone directory. The telephone listing will be available through directory assistance and other records that will be given to any calling party. Charges for non-listed telephone numbers are as specified.
- B. Non-Published Telephone Number - At the customer's request, a non-published telephone service will be furnished which will provide for omission or deletion of the customer's telephone number from the telephone directory and from the directory assistance records. The Company will make every effort to prevent disclosure of non-published numbers but will not be liable should such number be divulged inadvertently. When a call is placed to the Emergency 9-1-1 Service and the source of the call or the location of the call is associated with a nonpublished telephone number, the Company will release (to the appropriate local government authority responsible for the Emergency 9-1-1 Service), the name and address of the calling party and/or be name and address associated with the emergency location, where such information can be determined. Charges for non-published telephone numbers are as specified.

**Rates**

	<b>Non-Recurring Charge</b>		<b>Monthly Recurring Charge</b>	
	Min.	Max.	Min.	Max.
Primary Listing	n/c	n/c	n/c	n/c
Additional Listing	\$5.00	\$15.00	\$ .95	\$4.00
Non-Published Listing	\$5.00	\$15.00	\$ .95	\$4.00
Non-Listed Number	\$5.00	\$15.00	\$ .95	\$4.00

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.6. Emergency Telephone Service (E-911)**

- A. Enhanced 9-1-1 service" or " E-911" is a service consisting of telephone network features and Public Safety Answering Points (PSAPs) provided for Customers to reach a PSAP by dialing the digits "9-1-1." Such service automatically directs 9-1-1 emergency telephone calls to the appropriate PSAPs by selective routing based on the geographical location from which the emergency call originated and provides the capability for Automatic Number Identification and Automatic Location Identification features.
- B. All E-911 calls will be placed by the calling party via interconnection with a local exchange carrier or an interexchange carrier other than the Company. The Company cannot guarantee the completion of said E-911 call, the quality of the call or any features that may otherwise be provided with E-911 Service, except to the extent guaranteed in the Company's interconnection or resale agreements with the incumbent local exchange carrier or other facilities provider.
- C. This service is offered as an aid in handling assistance calls in connection with, fire, police and other emergencies and does not create any relationship or obligation direct or indirect, to any person. In the event of any interruption of the service, the Company shall not be liable to any person, corporation or other entity for any loss or damage in an amount greater than an amount equal to the pro rata allowance of the Tariff rate for the service or facilities provided to the Customer for the time such interruption continues, after notice to the Company. No allowance shall be made if the interruption is due to the negligence or willful act of the Customer of the service.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.6. Emergency Telephone Service (E-911), Continued**

- D. Further, each Customer agrees to release, indemnify, defend and hold harmless the Company from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, or for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of E-911 service features and the equipment associated therewith, or by any services which are or may be furnished by the Company in connection therewith, including but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing E-911 services hereunder, and which arise out of the negligence or other wrongful act of the Company, the Customer, its user agencies or municipalities or employees or agents of any one of them.
- E. A 911 tax will be billed to the Customer, as indicated in Section 3.23 of this Tariff, when imposed by the local government of the service address of the Customer.

**4.1.7. Call Blocking Services**

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

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.8. Application of Rates for Business and Residence Service****A. General**

The following regulations apply specifically to telephone service other than public or Semi-public Service.

Business and residence classifications are determined on the basis of location and character of use of the service.

**B. Business Service**

Business rates apply wherever the use of the service is substantially of a commercial, professional, institutional or otherwise occupational nature.

The use of the service is presumed to be of an occupational nature and business rates should be applied in each of the following, for example:

1. Where the listing required is such as to indicate business use.
2. When used for general sales solicitation for any purpose.
3. Whenever an occupational or professional designation is included in the directory listing, except as indicated in paragraph 5.
4. At typical business and institutional locations such as offices, stores, factories, warehouses, schools (public, private and parochial), colleges, libraries, amusement parks, government offices, offices of charitable and other similar type institutions, hospitals, fire engine houses (except living quarters), clubs, lodges, associations, labor and fraternal organizations, fraternity houses, hotels and motels, boarding and rooming houses except as modified under Residence Service, paragraph 1.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.8. Application of Rates for Business and Residence Service, Continued**

**B. Business Service, Continued**

5. In the residence of a physician, surgeon, dentist, veterinarian, chiropractor, osteopath, or other medical practitioner, or other person actively engaged in a professional pursuit who has no business service at another location, unless the individual is affiliated with a subscriber to business service at another location, such as a hospital.
6. In residence locations where the place of residence is in the immediate proximity of a place of business and the telephone in the residence is or will be used for business purposes; and in residence locations where an extension is located at a place where business rates would apply.
7. A telephone located in a regularly used office of a church which has a full time paid or volunteer clerical staff.
8. Temporary service provided for the use of a contractor, regardless of whether in the name of the owner or the contractor, even though located in a residence under construction.
9. When a telephone number is habitually advertised in connection with a business, except when it is advertised as an alternate call number in association with the number of a business telephone or as the number of a church with residence service.
10. An extension of a main line from a residence to a business location or to any location under conditions which indicate that its use will be substantially of a commercial or occupational nature, classifies all of the service as business service.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.8. Application of Rates for Business and Residence Service, Continued****C. Residence Service**

1. Residence rates apply whenever the service is of a social and domestic nature provided the service is not also used substantially for occupational or commercial purposes.

The use of the service is presumed to be of a social and domestic nature provided and residence rates should be applied in each of the following, for example:

- (a) When the service is located in a house, apartment, suite, or room constituting the home of a person in whose name the telephone is listed and the service is not available for use by other than members of the household except as qualified under Business Service.
- (b) At stables and garages when strictly a part of the customer's domestic establishment.
- (c) A telephone located at any point in a church where only occasionally used and where the business use, if any, is merely incidental and where there is no full time paid or volunteer clerical staff.
- (d) When located in the residential quarters of a religious order.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued**

**4.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**4.1.8. Application of Rates for Business and Residence Service, Continued**

C. Residence Service

1. Continued

- (e) When furnished at any location as an access to a repeater control and/or autopatch facility of a bonafide amateur radio operator, organization or society duly licensed as a primary station by the Federal Communications Commission as an amateur radio station pursuant to FCC Part 97, Section 5 {47 CFR Section 97.5} or any successor regulation. The company may request a copy of the amateur radio station license prior to the installation of service.

2. Employee Concession

The same rules and regulations are applicable to employees and retirees of the Company as are applicable to the general public.

Certain telephone services will be furnished to Company employees and Company retirees at reduced rates as authorized by Company practices and procedures.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.9. Additional Charges Applied to Basic Exchange Access Services**

In addition to the charges for Basic Exchange Access Services described in this tariff, the following charges apply to each individual Exchange Access Service line unless otherwise specified:

- A. The End User Common Line Charge or Subscriber Line Charge (“SLC”) (as established by the Federal Communications Commission) applies in addition to the monthly Basic Exchange Access Services rate described above.
- B. The 911 Telecommunications Service Surcharge, if applicable.
- C. Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.
- D. Casual traffic charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through the Company’s system) and trafficked over the Company’s system.
- E. All End Users will incur the following Primary Interexchange Carrier Charge:
- F. Local Number Portability (LNP) - Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.9. Additional Charges Applied to Basic Exchange Access Services, Continued****G. 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 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, set forth in Section 4 of this Tariff, is in addition to standard Tariffed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. The surcharge 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 Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g. using the "#" symbol). The Public 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.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1. BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.10. Basic Local Exchange Service Rates and Charges**

**A.** Charges set forth in Company's Price List apply to Basic Standard Ohio Unlimited Local Usage Service for Residence lines. Rates and charges include Touchtone Service or each line. The rates and charges below apply to Service provided on a month-to month basis. Customers may presubscribe to intraLATA, interLATA and interstate long distance service in addition to local exchange service, long distance calls to be billed on a per-minute basis.

**B. Service Establishment and Change Charges**

1. Definitions of Terms used in this Section

- a. Changes in Service - Changes in telephone service provided by the Company subsequent to the establishment of service.
- b. Establishment of Service - The initial establishment of service for a Customer, and transfers of telephone service from one premises to another on non-continuous property subsequent to the establishment of such service for a Customer.
- c. Nonrecurring Charges - Nonrecurring Charges (NRC) are applicable for the following functions required to establish exchange service:
- d. Service Ordering Charge - A nonrecurring charge, which covers receiving, recording and processing information necessary to execute a customer's request for service.
- e. Central Office Connection Charge - A nonrecurring charge for establishing or changing central office connections.
- f. Line Connection Charges - A nonrecurring charge for performing or causing to be performed any of the operations associated with the connection of the network access line and a network interface.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.1 BASIC LOCAL EXCHANGE SERVICE, Continued****4.1.10. Basic Local Exchange Service Rates and Charges, Continued****B. Service Establishment and Change Charges, Continued**

2. Charges for Installation, Connection and Restoration of Service for Residential Customers
  - a. Prorating of Charges - At the option of the Customer, the Company will prorate the charges for connection, installation, restoration, or reconnection of service in four equal portions over four monthly billing periods, with each equal portion of such charge appearing on each monthly bill. At the time of any connection, installation, restoration, or reconnection is requested, the Company will make known to the customer his or her right to have the charges for such services prorated.
  - b. Time of Payment - Installation, connection, restoration, or reconnection charges will appear on the first monthly bill for services after such charge is incurred.
2. Trouble isolation and other repair Services are provided to Customers by the underlying carrier, at the underlying carrier's rates, terms and conditions, pursuant to the underlying carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying carrier's tariffed rates.

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**SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued****4.2. INTRALATA AND INTERLATA PRESUBSCRIPTION****4.2.1. General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that 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.

**4.2.2. Presubscription Charges**

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

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**1.1. BASIC LOCAL EXCHANGE SERVICE**

**1.1.1.**

**1.1.1. Service Conversion Fees**

First Line	\$51.00
Additional Line	\$21.00

**1.1.2. Installation Fees**

First Line	\$78.00
Additional Line	\$29.00

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in Case No. 00-1917-TP-ACE

**1.1. BASIC LOCAL EXCHANGE SERVICE, Continued**

**1.1.3. Directory Listings**

	Non-Recurring Charge	Monthly Recurring Charge
Primary Listing	n/c	n/c
Additional Listing	\$10.00	\$1.95
Non-Published Listing	\$10.00	\$1.95
Non-Listed Number	\$10.00	\$1.95

**1.1.5. Presubscription**

Change in carrier, first line, non-recurring, manual	\$ 5.00
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<b>1.1.6. <u>Insufficient Fund/Returned Check Charge</u></b>	\$25.00
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Summary: Tariff Amended 360networks (USA) inc. replacement tariff, P.U.C.O. Tariff No. 2 electronically filed by Mr. Andrew O. Isar on behalf of 360networks USA inc.