



August 13, 2013  
Via Overnight Delivery

Ms. Betty McCauley, Commission Secretary  
Ohio Public Utilities Commission  
180 East Broad Street  
Columbus, OH 43215

**RE: tw telecom of ohio llc**  
**P.U.C.O. Tariff No. 12 – Local Exchange**  
**Case No. 13-1772-TP-ATA**

Dear Ms. McCauley:

Enclosed for filing please find the original of the above referenced tariff filing and Telecommunications Filing Form submitted on behalf of **tw telecom of ohio llc**. The purpose of this filing is to add text to the section Payment Arrangements and to add text concerning the Company's new service, FlexVoice<sup>SM</sup> Service, which can be found in **tw telecom of ohio llc**'s Ohio Pricing Guide No. 5. The Company respectfully requests an effective date for this filing of September 12, 2013.

The following tariff pages are included with this filing:

3 <sup>rd</sup> Revised Page 1	Updates Check Sheet
1 <sup>st</sup> Revised Pages 17 - 18	Adds and relocates text
1 <sup>st</sup> Revised Page 36	Adds text relating to FlexVoice

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing should be directed to my attention at 407-740-3002 or via email to [cwrightman@tminc.com](mailto:cwrightman@tminc.com). Thank you for your assistance in this matter.

Sincerely,

/s/ Connie Wightman

Connie Wightman  
Consultant

cc: Tammy Chatfield - tw telecom  
file: tw telecom - Ohio - Local  
tms: OHI1302

Enclosures

CW/bc

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS FILING FORM**

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of **tw telecom of ohio llc** ) TRF Docket No. 90-9011-CT-TRF  
to file a Local Tariff Revision ) Case No. **13 - 1772-TP - ATA**  
) NOTE: Unless you have reserved a Case #, leave the "Case No" fields  
) BLANK.

Name of Registrant(s) **tw telecom of ohio llc**

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 10475 Park Meadows Drive, Littleton, Colorado 80124

Company Web Address www.twtelecom.com

Regulatory Contact Person(s) Connie Whitman

Phone: 407-740-8575

Fax: 407-740-0613

Regulatory Contact Person's Email Address cwrightman@tminc.com

Contact Person for Annual Report Pamela Hollick, tw telecom of ohio llc

Phone: 317-703-0882

Address (if different from above) \_\_\_\_\_

Consumer Contact Information Pamela Hollick, tw telecom of ohio llc

Phone: 317-703-0882

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Notes:**

Section I and II are Pursuant to Chapter [4901:1-6 OAC](#)

Section III – Carrier to Carrier is Pursuant to [4901:1-7 OAC](#), and Wireless is Pursuant to [4901:1-6-24 OAC](#).

Section IV – Attestation

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

(2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

(4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

**All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.**

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

## Section I – Part I - Common Filings

<b>Carrier Type</b> <input type="checkbox"/> <b>Other</b> (explain below)	<input type="checkbox"/> <b>For Profit ILEC</b>	<input type="checkbox"/> <b>Not For Profit ILEC</b>	<input type="checkbox"/> <b>CLEC</b>
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA <a href="#">1-6-14(H)</a> (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)	<input type="checkbox"/> ATA <a href="#">1-6-14(I)</a> (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA <a href="#">1-6-14(F)</a> (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-14(H)</a> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	<input type="checkbox"/> ZTA <a href="#">1-6-27(C)</a> (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF <a href="#">1-6-14(F)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(F)(4)</a> (0 day Notice)	<input type="checkbox"/> TRF <a href="#">1-6-14(G)</a> (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS <a href="#">1-6-14(C)(1)(c)</a> (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	<input type="checkbox"/> ACB <a href="#">1-6-32</a> (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF <a href="#">1-6-08(G)</a> (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA <a href="#">1-6-25(B)</a> (0 day Notice)
<b>Other*</b> (explain)			<u>Text changes for pricing guide services</u>

## Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

Type of Notice	Direct Mail	Bill Insert	Bill Notation	Electronic Mail
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Date Notice Sent:</b>				

## Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

IOS	Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30- day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-08</a> * (Auto 30 day)	<input type="checkbox"/> ACE <a href="#">1-6-10</a> (Auto 30 day)	<input type="checkbox"/> UNC <a href="#">1-6-09</a> * (Non-Auto)

\*Supplemental Certification forms can be found on the Commission Web Page.

## Section II – Part II – Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)	<input type="checkbox"/> ABN <a href="#">1-6-26</a> (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ACN <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> ACO <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Merger *	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> AMT <a href="#">1-6-29(E)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATC <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> ATR <a href="#">1-6-29(B)</a> (Auto 30 days)	<input type="checkbox"/> CIO <a href="#">1-6-29(C)</a> (0 day Notice)

\* Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see [the 4901:1-6-29 Filing Requirements on the Commission's Web Page](#) for a complete list of exhibits.

## Section III – Carrier to Carrier (Pursuant to [4901:1-7](#)), and Wireless (Pursuant to [4901:1-6-24](#))

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to an approved agreement	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)	<input type="checkbox"/> NAG <a href="#">1-7-07</a> (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)	<input type="checkbox"/> ARB <a href="#">1-7-09</a> (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)	<input type="checkbox"/> ATA <a href="#">1-7-14</a> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC <a href="#">1-7-04</a> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC <a href="#">1-7-23(B)</a> (Non-Auto)	
<b>Wireless Providers</b> See <a href="#">4901:1-6-24</a>	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

#### Section IV. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

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**AFFIDAVIT**  
***Compliance with Commission Rules***

I am an officer/agent of the applicant corporation, **tw telecom of ohio llc**, and am authorized to make this statement on its behalf.

Please Check ALL that apply:

☒ I attest that these tariffs comply with all applicable rules for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

☐ I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) August 13, 2013 at (Location) Maitland, Florida

\*(Signature and Title)

(Date) August 13, 2013

/s/ Connie Wightman

Connie Wightman, Consultant to **tw telecom of ohio llc**

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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**VERIFICATION**

I, Connie Wightman, verify that I have utilized the Telecommunications Filing Form for most proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title) /s/ Connie Wightman

(Date) August 13, 2013

Connie Wightman, Consultant to **tw telecom of ohio llc**

*\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

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***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio**  
**Attention: Docketing Division**  
**180 East Broad Street, Columbus, OH 43215-3793**  
**Or**

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

**tw telecom of ohio, llc**

Exhibit A

Existing Affected Tariff Pages

## CHECK SHEET

All pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		31	Original		56	Original
1	2 <sup>nd</sup> Revised	*	32	Original		57	Original
2	Original		33	Original			
3	1 <sup>st</sup> Revised	*	34	Original			
4	Original		35	Original			
5	Original		36	Original			
6	Original		37	Original			
7	Original		38	Original			
8	Original		39	Original			
9	Original		40	Original			
10	Original		41	Original			
11	Original		42	1 <sup>st</sup> Revised			
12	Original		43	Original			
13	Original		44	Original			
14	Original		44.1	Original	*		
15	Original		44.2	Original	*		
16	Original		44.3	Original	*		
17	Original		44.4	Original	*		
18	Original		44.5	Original	*		
19	Original		44.6	Original	*		
20	Original		45	Original			
21	Original		46	Original			
22	Original		47	Original			
23	Original		48	Original			
24	Original		49	Original			
25	Original		50	Original			
26	Original		51	Original			
27	Original		52	Original			
28	Original		53	Original			
29	Original		54	Original			
30	Original		55	Original			

\* - Indicates pages included with this filing.

Issued: November 15, 2012

Effective: November 15, 2012

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
10475 Park Meadows Drive  
Littleton, CO 80124

OH11206a

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## SECTION 2 - REGULATIONS, (CONT'D.)

### 2.7 Payment and Credit Regulations

#### 2.7.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services that result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Billing for Services begins on the date the Company notifies the Customer that Service has been installed and tested by the Company and is available for the Customer's use ("Service Date"). Charges for Services, including applicable federal, state, and local taxes, will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

Any objections to billed charges must be reported to the Company or its billing agent in writing with supporting documentation. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via its authorization code(s) as a result of the Customer's intentional or negligent disclosure of the authorization code.

Upon termination of service for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.



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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations, (Cont'd.)

## 2.7.1 Payment Arrangements, (Cont'd.)

All telephone companies are subject to the Public Utilities Commission of Ohio's rules for Procedures and Standards, Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under these rules. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

## 2.7.2 Deposits

## A. Generally

The Company may require an applicant to establish creditworthiness prior to the provision of service. In evaluation credit worthiness, the Company may rely on information obtained from credit reporting bureaus.

The Company may require a deposit, not to exceed two hundred thirty percent of a reasonable estimate of one month's service charges, for the installation of BLES for any person that it determines, in its discretion, is not creditworthy.

## B. Interest on Deposits

Deposits held 180 days or more will accrue interest at the rate prescribed by the Commission. Interest will be either paid to the Customer when its deposit is refunded or deducted from the Customer's final bill for service.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

- 2.24.1 Customer must use Company- owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 2.24.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software.
- 2.24.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 2.24.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 2.24.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.
- 2.24.6 The Company will bill only Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.
- 2.24.7 The Company does not offer GR303 protocol in connection with the Services.
- 2.24.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.
- 2.24.9 Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

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Issued: April 19, 2011

Effective: April 19, 2011

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
10475 Park Meadows Drive  
Littleton, CO 80124

OH11102

**tw telecom of ohio, llc**

Exhibit B

Proposed Affected Tariff Pages

## CHECK SHEET

All pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	Original		31	Original		56	Original
1	3 <sup>rd</sup> Revised	*	32	Original		57	Original
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3	1 <sup>st</sup> Revised		34	Original			
4	Original		35	Original			
5	Original		36	1 <sup>st</sup> Revised	*		
6	Original		37	Original			
7	Original		38	Original			
8	Original		39	Original			
9	Original		40	Original			
10	Original		41	Original			
11	Original		42	1 <sup>st</sup> Revised			
12	Original		43	Original			
13	Original		44	Original			
14	Original		44.1	Original			
15	Original		44.2	Original			
16	Original		44.3	Original			
17	1 <sup>st</sup> Revised	*	44.4	Original			
18	1 <sup>st</sup> Revised	*	44.5	Original			
19	Original		44.6	Original			
20	Original		45	Original			
21	Original		46	Original			
22	Original		47	Original			
23	Original		48	Original			
24	Original		49	Original			
25	Original		50	Original			
26	Original		51	Original			
27	Original		52	Original			
28	Original		53	Original			
29	Original		54	Original			
30	Original		55	Original			

\* - Indicates pages included with this filing.

Issued: August 13, 2013

Effective: September 12, 2013

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
10475 Park Meadows Drive  
Littleton, CO 80124

OH11302

## SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations

## 2.7.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services that result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

Billing for Services begins on the date the Company notifies the Customer that Service has been installed and tested by the Company and is available for the Customer's use ("Service Date"). Charges for Services, including applicable federal, state, and local taxes, will be billed in advance, except for charges based on usage, which will be billed one month in arrears. Charges are due within thirty (30) days from the date of the bill, but in no event later than the commencement of the next billing period.

When service does not begin on the first day of the month, or end on the last day of the month, the monthly charge, and any allotment of minutes included with applicable services, 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.

(N)  
|  
|  
(N)

Any objections to billed charges must be reported to the Company or its billing agent in writing with supporting documentation. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, and other engineering services performed by the Company, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

(M)  
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|  
|  
|  
(M)

(M) - Certain material previously located on this page is now found on Page 18.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.7 Payment and Credit Regulations, (Cont'd.)

## 2.7.1 Payment Arrangements, (Cont'd.)

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via its authorization code(s) as a result of the Customer's intentional or negligent disclosure of the authorization code.

(M)

Upon termination of service for any reason, all amounts due from the Customer to the Company, including, but not limited to, charges for services rendered and termination liability as provided in this tariff, shall become immediately due and payable by the Customer.

(M)

All telephone companies are subject to the Public Utilities Commission of Ohio's rules for Procedures and Standards, Chapter 4901:1-5 of the Administrative Code. Telephone company tariffs should inform customers that they have certain rights and responsibilities under these rules. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

## 2.7.2 Deposits

## A. Generally

The Company may require an applicant to establish creditworthiness prior to the provision of service. In evaluation credit worthiness, the Company may rely on information obtained from credit reporting bureaus.

The Company may require a deposit, not to exceed two hundred thirty percent of a reasonable estimate of one month's service charges, for the installation of BLES for any person that it determines, in its discretion, is not creditworthy.

## B. Interest on Deposits

Deposits held 180 days or more will accrue interest at the rate prescribed by the Commission. Interest will be either paid to the Customer when its deposit is refunded or deducted from the Customer's final bill for service.

(M) - Certain material found on this page was previously located on Page 17.

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SECTION 2 - REGULATIONS, (CONT'D.)

## 2.24 Additional Rules Relating to Resale of Service

All local voice services provided by the Company are intended for retail End User purposes only. The Company does not support any Customer's resale of local services to another end user that has not contracted with the Company. Unless otherwise agreed upon in writing by the Company, Customers must abide by the following requirements when purchasing any local services:

- 2.24.1 Customer must use Company- owned telephone numbers or numbers that are officially ported to the Company in connection with the Services.
- 2.24.2 The Company does not support the inclusion of individual names and/or locations for each telephone number used in connection with the Services for Emergency 911 purposes. Customer must utilize \*PS/ALI (Private Switch/Automatic Line Identifier) software to support each individual location for each ANI (Automatic Number Identification) transmitted by the Company to the applicable Emergency 911 PSAP (Public Safety Answering Position). The Company does not provide PS/ALI software. (T)
- 2.24.3 The Company does not support CARE record information for each of Customer's end users and Customer must choose a single primary interexchange carrier for Customer and all of its end users. The Customer and all of its end users must utilize the same interexchange carrier.
- 2.24.4 The Company does not support the populating of the individual end user's caller name for Caller ID purposes. Only one Caller Name will be supported for each Billing Telephone Number provided to the Customer for the services purchased.
- 2.24.5 The Company does not support individual directory listings for each of the Customer's end users. Customers may only purchase directory listings that are representative of their own business name.
- 2.24.6 The Company will bill only Customer for both Customer's and its end users use of the Services. Usage may be detailed by Billing Telephone Number (BTN), but the Company will not bill Customer's end users for the Services nor does the Company provide billing media to assist Customer in billing its end users.
- 2.24.7 The Company does not offer GR303 protocol in connection with the Services.
- 2.24.8 The Company will accept trouble reports only from Customer or a Customer provided contact. Customer's end users contacting the Company will be referred back to Customer for trouble ticket management.
- 2.24.9 Customer agrees that all Services purchased hereunder will be subject to taxes, fees, surcharges and assessments based on Customer's use of the Services as an end user.

\*PS/ALI software cannot be used with Converged Voice Services and FlexVoice<sup>SM</sup> Services.

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Issued: August 13, 2013

Effective: September 12, 2013

Issued by: Pamela Sherwood, Vice President - Regulatory Affairs  
10475 Park Meadows Drive  
Littleton, CO 80124

OHI1302

**tw telecom of ohio, llc**

Exhibit C

With this revision the Company is adding text to the section Payment Arrangements and also adding text concerning the Company's new service, FlexVoice<sup>SM</sup> Service, which can be found in **tw telecom of ohio llc**'s Ohio Pricing Guide No. 5. No current customers will be affected by any changes unless they sign a new contract at which time they will be notified.



**tw telecom of ohio, llc**

Exhibit D

Customer Notice and Affidavit

N/A

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**8/13/2013 11:31:33 AM**

**in**

**Case No(s). 13-1772-TP-ATA**

Summary: Tariff PUCO Tariff No. 13, Local Exchange Tariff with Telecommunications Filing Form with Exhibits and cover letter. electronically filed by Mrs. Barbara E. del Castillo on behalf of tw telecom of ohio llc