

May 19, 2011 Via Electronic Filing

Ms. Renee Jenkins, Commission Secretary Docketing Division Public Utilities Commission of Ohio 180 East Broad Street. 13th Floor Columbus, Ohio 43215-3793

RE: Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable Application to Detariff Case No. 11-3131-TP-ATA; TRF Docket No. 90-9278-TP-TRF

Dear Ms. Jenkins:

Enclosed for filing on behalf of Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable ("Company") is the Telecommunications Application Form for Detariffing and Related Actions submitted pursuant to the Commission order in Case No. 10-1010-TP-ORD. Also enclosed is the the Telecommunications Retail Service Offering Form. The Company is requesting complete withdrawal of its Competitive Local and Interexchange Service tariff, PUCO No. 1, and respectfully requests an effective date of May 19, 2011.

Any questions regarding this filing may be directed to my attention at (407) 740-3006 or via email to croesel@tminc.com.

Sincerely,

Carey Roesel Consultant to Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

CR/sp Enclosures cc: V. Paladini – TW Cable file: TWCable – OH Local tms: OHf1101

The Public Utilities Commission of Ohio TELECOMMUNICATIONS APPLICATION FORM for DETARIFFING AND RELATED ACTIONS Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD (Effective: 01/20/2011 through 05/20/2011)			
In the Matter of the Application of <u>Time Warner Cable</u> <u>Information Services (Ohio), LLC d/b/a Time Warner Cable.</u> to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD) TRF Docket No. 90-9278) Case No. 11-3131-TP- ATA) NOTE: Unless you have reserved a Case No. leave the "Case No.") fields BLANK.		
Name of Registrant(s) <u>Time Warner Cable Information Service</u> DBA(s) of Registrant(s) <u>N/A</u>			
Address of Registrant(s) 60 Columbus Circle, New York, NY	.0023		
Company Web Address www.timewarnercable.com			
Deculatory Contact Demon(a) Julia D. Laina	Dhone 212 264 8482 Eav 704 607 4044		

Regulatory Contact Person(s) Julie P. Lame	 rax <u>704-097-4944</u>
Regulatory Contact Person's Email Address Julie.Laine@twcable.com	
Contact Person for Annual Report Julie P. Laine	 Phone <u>212-364-8482</u>
Address (if different from above)	
Consumer Contact Information Julie P. Laine	 Phone <u>212-364-8482</u>

Address (if different from above) _____

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	CLEC	
Tariff for Basic Local Exchange Service (BLES) and/or other services required to be tariffed pursuant to 4901:1-6-11(A); detariffing of all other services		
Other changes required by Chapter 4901:1-6 (Describe in detail in Exhibit C)	\boxtimes	

Part II - Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
\square	Exhibit A	The existing affected tariff pages.
\square	Exhibit B	The proposed revised tariff pages.
\square	Exhibit C	Narrative summarizing all changes proposed in the application, and/or other
		information intended to assist Staff in the review of the Application.
\square	Exhibit D	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-07
	Exhibit E	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

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

AFFIDAVIT

Compliance with Commission Rules

I am an officer/agent of the applicant corporation, <u>Time Warner Cable Information Services (Ohio)</u>, <u>LLC d/b/a Time Warner Cable. And am</u> (Name)

authorized to make this statement on its behalf.

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

Executed on (Date) May 19, 2011

at (Location) Maitland, Florida Carey Roesel, Consultant to

(Date) May 19, 2011

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

• 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.

VERIFICATION

I, <u>Carey Roesel</u>, <u>Consultant to Time Warner Cable Information Services (Ohio)</u>, <u>LLC d/b/a Time Warner Cable</u>, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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.

Carey Roesel, Consultant to Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable (Date) May 19, 2011 *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.

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

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

EXHIBIT A

Existing Affected Tariff Pages

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable Competitive Local and Interexchange Service Original Page 1

PUCO NO. 1

TIME WARNER CABLE INFORMATION SERVICES (OHIO), LLC D/B/A TIME WARNER CABLE

PUCO NO.1

APPLICABLE TO

LOCAL AND INTEREXCHANGE SERVICES

Issued: July 1, 2005

Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

CHECK SHEET

The sheets listed below, which are inclusive of this Tariff, are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date at the top of this page.

1Original25Original2Original26Original3Original27Original4Original28First Revised5Original29First Revised6Original30Original7Original31First Revised8Original32First Revised9Original33First Revised10Original34First Revised11Original35Original12First Revised36Original13Original37Original	SHE	ET REVISIO	N SHE	ET REVISION
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4Original28First Revised5Original29First Revised6Original30Original7Original31First Revised8Original32First Revised9Original33First Revised10Original34First Revised11Original35Original12First Revised36Original13Original37Original	2	Original	26	Original
5Original29First Revised6Original30Original7Original31First Revised8Original32First Revised9Original33First Revised10Original34First Revised11Original35Original12First Revised36Original13Original37Original	3	Original	27	Original
6Original30Original7Original31First Revised8Original32First Revised9Original33First Revised10Original34First Revised11Original35Original12First Revised36Original13Original37Original		Original	28	First Revised
7Original31First Revised8Original32First Revised9Original33First Revised10Original34First Revised11Original35Original12First Revised36Original13Original37Original	5	Original	29	First Revised
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9Original33First Revised10Original34First Revised11Original35Original12First Revised36Original13Original37Original		Original	31	First Revised
10Original34First Revised11Original35Original12First Revised36Original13Original37Original	8	Original	32	First Revised
11Original35Original12First Revised36Original13Original37Original	9	Original	33	First Revised
12First Revised36Original13Original37Original	10	Original	34	First Revised
13 Original 37 Original	11	Original	35	Original
6	12	First Revised	36	Original
	13	Original	37	Original
14 Original 38 Original		Original	38	Original
15 First Revised 39 First Revised	15	First Revised	39	First Revised
16 Original 40 First Revised	16	Original	40	First Revised
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Issued: June 25, 2008

Effective: June 25, 2008

Issued Pursuant to Case No. 08-771-TP-ATA

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SYMBOLS SHEET

The following symbols shall be used in this Tariff for the purpose indicated below:

- C To signify changed rate, term or condition
- D To signify discontinued rate, term or condition
- I To signify increased rate
- M To signify text moved from another tariff location, but no change in rate, term or condition
- N To signify new rate, term or condition
- R To signify reduced rate
- T To signify changed text or regulation, but no change in rate, term or condition

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TARIFF FORMAT

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

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

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 EXPLANATION OF ABBREVIATIONS AND ACRONYMS

IXC – Interexchange Carrier

ICO – Independent Company

ICE – Independent Company Exchange

LATA – Local Access and Transport Area

LEC – Local Exchange Company

MTS – Message Telecommunication Service

NPA – Numbering Plan Area

PIC – Primary Interexchange Carrier

TDD – Telephone Device for the Deaf

TRS - Telecommunications Relay Service

PUCO – Public Utilities Commission of Ohio

1.2 DEFINITIONS OF TERMS

Basic local exchange service-means End User or Customer access to and usage of Company provided facilities or Service for the purpose of originating or receiving voice grade, data or image communications and to accessing interexchange or other networks.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D

1.2 DEFINITIONS OF TERMS, CONT'D

Commission -Public Utilities Commission of Ohio

Company - Refers to Time Warner Cable Information Services (Ohio) LLC.

Completed – A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer – The commercial or business entity which orders Service and is responsible for payment of charges due in compliance with the Company's Tariff regulations. This term also includes a commercial or business entity who was a Customer of the Company within the past 30 days and who requests Service at the same or different location.

Customer-Provided Equipment (CPE) – Equipment provided by the Customer for use with the Company's Service. CPE can include a station set, facsimile machine, key system, PBX, or other information, communication or power system.

End User – Any person or entity that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

Message – A completed telephone call.

Nonrecurring Charge – A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

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SECTION 1 – DEFINITIONS AND ABBREVIATIONS, CONT'D

1.2 DEFINITIONS OF TERMS, CONT'D

Recurring Charge – The monthly charge to the Customer for Service, facilities and equipment, which continue for the agreed upon duration of the Service.

Service – Any Telecommunications Service(s) provided by the Company under this Tariff.

Termination of Service - Discontinuance of both incoming and outgoing Service.

User – A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

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Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

Competitive Local and Interexchange Service First Revised Page 12 Cancels Original Page 12

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PUCO NO. 1

SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Regulatory Compliance

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (MTSS) and these safeguards can be found in the appendix to Rule 4901:1-5-03 of the Administrative Code. The Company concurs in the Minimum Telephone Service Standards as ordered by The Public Utilities Commission of Ohio (PUCO) in its Orders dated February 7, 2007, and Entries on Rehearing July 11 and August 29, 2007, in Case No. 05-1102-TP-ORD. If any Section(s) or Subsection(s) of this tariff differ or do not specifically list the Service Standard, or as they may be amended from time to time by the Commission, the Minimum Telephone Standards shall take precedence and supersede any tariff language. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

2.1.2 Application of Tariff

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Local and Interexchange Service defined herein offered by the Company within Ohio. Service is furnished for the use of Customer or End Users in placing and receiving calls within Ohio.
- B. When Service and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the Service or facilities furnished by it.
- C. When Service and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Service and facilities.
- D. This Tariff applies only for the use of the Company's Service within Ohio. This includes the use of the Company's network to complete an end-to-end call within Ohio and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of Local and Interexchange Service defined herein is subject to the terms and conditions specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

Issued: June 25, 2008

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Issued Pursuant to Case No. 08-771-TP-ATA

SECTION 2 - RULES AND REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY, CONT'D

2.1.2 Application of Tariff, Cont'd

F. The provision of Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

2.1.3 Shortage of Equipment or Facilities

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from carriers to furnish Service from time to time as required at the sole discretion of the Company.
- B. The Company shall not be required to furnish, or continue to furnish, facilities or Service where the circumstances are such that the proposed use of the facilities or Service would tend to adversely affect the Company's plant, property or Service.

2.1.4 Terms and Conditions

- A. In furnishing facilities and Service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to Customers for information services or communications.
- B. Non-residential service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days. All calculations of dates set forth in this Tariff shall be based on calendar days, unless otherwise specified herein. The Customer must pay the

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.1 UNDERTAKING OF THE COMPANY, CONT'D

2.1.4 Terms and Conditions, Cont'd

regular tariffed rate for the Service it subscribes to for the minimum period of service. If a Customer disconnects Service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period.

- C. 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 Service, and the terms and conditions in this Tariff. Customers also will be required to execute any other documents reasonably requested by the Company.
- D. The Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to the Company for Service previously rendered until the debt is satisfied.
- E. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award, except as otherwise provided in this Tariff.
- F. This Tariff shall be interpreted and governed by the laws of Ohio.

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Issued Pursuant to Case No. 05-837-TP-ACE

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

PUCO NO. 1

SECTION 2 - RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITY

2.2.1 Indemnification and Limits on Liability

- A. The Customer and any authorized or joint users, jointly and severally, shall indemnify, defend and hold harmless the Company and the Company shall not be liable for any claims, loss, damage or expenses (including attorneys' fees and court costs) involving:
 - 1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with the Service or facilities provided by the Company; or (c) common carriers, warehousemen or middle men;
 - 2. Any delay or failure of performance or equipment due to causes not reasonably within the Company's control, including, but not limited to fires, floods, earthquakes, hurricanes, storms, or other natural catastrophes; pole hits; explosions; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties, including rights-of-way and materials; and any law, order, regulation, direct, request, or other action of any governing authority or agency thereof;
 - 3. Any unlawful or unauthorized use of the Company's facilities and Service or the use of the Company's facilities and/or Service in violation of this Tariff;

Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications or information by means of

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Julie Laine, Secretary Time Warner Cable Information Services (Ohio), LLC 290 Harbor Drive Stamford, CT 06902 Т

SECTION 2 - RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITIES, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

Company-provided facilities or Service, or by means of the combination of Company-provided facilities or Service with Customer-provided facilities or services;

- 4. The Company is not responsible for any infringement, breach 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, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- 5. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITIES, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

- 6. Defacement of or damage to Customer premises resulting from the furnishing of Service or equipment on such premises or the installation or removal thereof;
- 7. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
- 8. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 9. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 10. Any act, omission or network condition resulting in the nonavailability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of Service functionality or interruption of electric service to Customer's premises;
- 11. Any non-completion of calls due to network busy conditions or network failures;

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITIES, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

- 12. Any calls not actually attempted to be completed during any period that Service is unavailable;
- 13. Blockages by other providers of services on the public switched network;
- 14. Any damage to CPE resulting from use of that system with the Service; and
- 15. Breach in the privacy or security of communications transmitted over the Company's facilities.
- 16. 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. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITIES, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer-provided equipment or facilities or Service provided by the Company.

- C. The Company does not guarantee nor 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.
- D. The Company assumes no responsibility for the availability or performance of any systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.2 LIMITATIONS ON LIABILITIES, CONT'D

2.2.1 Indemnification and Limits on Liability, Cont'd

directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.

- G. 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.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.
- I. When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

2.3 LIABILITY OF THE COMPANY

2.3.1 General

A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Service, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Service, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.3 LIABILITY OF THE COMPANY, CONT'D

2.3.1 General, Cont'd

- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. This language is no longer contained in the tariff.

2.4 SERVICE AVAILABILITY

2.4.1 Notification of Service-Affecting Activities

This language is no longer contained in the tariff.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.4 SERVICE AVAILABILITY, CONT'D

2.4.2 **Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available Service to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Service the Company offers shall not be used for any purpose other than that for which the Company provided it.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.4 SERVICE AVAILABILITY, CONT'D

2.4.2 Provision of Equipment and Facilities, Cont'd

- E. The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-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:
 - 1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
 - 2. the reception of signals by Customer-Provided Equipment.

2.4.3 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

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2.5 OBLIGATIONS OF THE CUSTOMER

2.5.1 General

- A. The Customer shall be responsible for:
 - 1. The payment of all applicable charges pursuant to this Tariff;
 - 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. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
 - 4. Not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
 - 5. 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 2 - RULES AND REGULATIONS, CONT'D

2.5 OBLIGATIONS OF THE CUSTOMER, CONT'D

2.5.2 **Prohibited Activities and Uses**

- A. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another person or entity if the existing Customer has paid all charges owed to the Company for Service provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 Claims

Notwithstanding Section 2.2 and 2.3 herein, with respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees and court costs for:

A. Any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.5 OBLIGATIONS OF THE CUSTOMER, CONT'D

2.5.3 Claims, Cont'd

B. 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 this Tariff.

2.6 CUSTOMER EQUIPMENT AND CHANNELS

2.6.1 General

A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically Ohio in this Tariff, the Company does not guarantee that its Service will be suitable for purposes other than those described herein.

2.6.2 Station Equipment

- A. 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.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided 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

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.6 CUSTOMER EQUIPMENT AND CHANNELS, CONT'D

2.6.2 Station Equipment, Cont'd

maintained in compliance with those regulations. 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.

C. 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-Provided Equipment.

2.6.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Service and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. The Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.6 CUSTOMER EQUIPMENT AND CHANNELS, CONT'D

2.6.4 Inspections

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 (10) 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.

2.7 INTERRUPTION OF SERVICE

2.7.1 General

A. This language is no longer contained in the tariff.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.7 INTERRUPTION OF SERVICE, CONT'D

2.7.1 General, Cont'd

- B. No credit allowance will be made for:
 - 1. Interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by the Customer, User, or other common carrier providing service connected to the Service of the Company;
 - 2. Interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
 - 3. Interruptions due to the failure or malfunction of non-Company equipment;
 - 4. Interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
 - 5. Interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
 - 6. Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.7 INTERRUPTION OF SERVICE, CONT'D

2.7.1 General, Cont'd

- 7. Interruption of Service due to circumstances or causes beyond the control of the Company.
- C. For the purposes of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network capacity shortages. Nor shall the interruption allowance apply where Service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of this Tariff, suspends or terminates Service because of nonpayment of bills due to the Company, unlawful or improper use of facilities or Service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure.

2.8 PAYMENT ARRANGEMENTS

2.8.1 Payment

The Customer is responsible for the payment of all charges for facilities and Service furnished by the Company to the Customer and to all Users authorized by the Customer, and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

2.8.2 Billing and Collection of Charges

This language is no longer contained in the tariff.

2.8.3 Disputed Bills

This language is no longer contained in the tariff.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

2.8.4 Late Payment Charges

- A. Customer bills are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's Service charge, but including arrears and unpaid late payment charges.
- B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- C. Late payment charges do not apply to final accounts.

2.8.5 Suspension or Termination of Service for Nonpayment

This language is no longer contained in the tariff.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

2.8.6 Exceptions to Suspension and Termination for Nonpayment

This language is no longer contained in the tariff because the former language has been replaced by Rule 4901:1-6-06(B)(1)(e) of the Ohio Administrative Code (OAC).

2.9 TAXES AND OTHER CHARGES

The Customer may be responsible for payment of any Federal, Ohio or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2.10 BACKBILLING

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.8 PAYMENT ARRANGEMENTS, CONT'D

2.8.6 Exceptions to Suspension and Termination for Nonpayment

Service shall not be suspended or terminated for:

- A. Nonpayment for Service for which a bill has not been rendered;
- B. Nonpayment for Service which has not been rendered;
- C. Nonpayment of any billed charge which is in dispute during the period before a determination of the dispute is made by the Company in accordance with the Company's complaint handling procedures.
- D. Nonpayment of backbilled amounts as outlined in Section 2.11 herein.

2.9 TAXES AND OTHER CHARGES

The Customer may be responsible for payment of any Federal, Ohio or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Service by governmental jurisdictions, other than taxes imposed generally on the Company's net income.

2.10 BACKBILLING

The Company shall not charge Customers for previously unbilled Service or adjust upward a bill previously rendered when the period for the unbilled Service or billing adjustment is more than twenty-four (24) months prior to the mailing of the bill or the upward adjustment unless the conduct of the Customer caused or contributed to the failure of the Company to render timely accurate billing. Unless the Customer causes the late billing, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of Service is not permitted for charges billed in

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.10 BACKBILLING, CONT'D

excess of six (6) months after the Service was provided. The Customer will be given the opportunity to pay the charges under an installment plan on a schedule equal in time to the length of the backbilling period.

2.11 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT

2.11.1 General

The Company after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate Service and sever the connection(s) from the Customer's premises under the following conditions:

- A. In the event of prohibited, unlawful or improper use of the facilities or Service, or any other violation by the Customer of this Tariff or the rules and regulations governing the facilities and Service; or
- B. If, in the judgment of the Company, any use of the facilities or Service by the Customer may adversely affect the Company's personnel, plant, property or Service. The Company shall have the right to take immediate action, including termination of the Service and severing of the connection, without notice to the Customer when injury or damage to personnel, plant, property or Service is occurring, or is likely to occur; or
- C. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or Service received from the Company; or

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.11 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT, CONT'D

2.11.1 General, Cont'd

D. In the event that Service is connected for a Customer who is indebted to the Company for Service or facilities previously furnished, that Service may be terminated by the Company unless the Customer satisfies the indebtedness within twenty (20) days after written notification. See Section 2.8.7 regarding Deferred Payment Agreements.

2.11.2 Prohibited, Unlawful or Improper Use of Facilities or Service

Prohibited, unlawful or improper us of the facilities or Service includes, but is not limited to:

- A. The use of facilities or Service of the Company without payment of Tariff charges;
- B. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- C. The use of profane or obscene language;
- D. The use of the Service in a manner such that it interferes with the Service of other Customers or prevents them from making or receiving calls;
- E. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the Service; or
- F. Permitting fraudulent use.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.11 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT, CONT'D

2.11.3 Abandonment or Unauthorized Use of Facilities

- A. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate the Service.
- B. Suspension/termination of Service for abandonment or unauthorized use may only occur after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice will be sent to the Customer five (5) days before such suspension or termination. The notification requirement is waived when previous mailings were returned by the Post Office or the Company is advised that a new Customer has moved into the location.
- C. In the event that Service is terminated for abandonment of facilities or unauthorized use and Service is subsequently restored to the same Customer at the same location:
 - 1. No charge shall apply for the period during which Service has been terminated; and
 - 2. Reconnection charges will apply when Service is restored. However, no charge shall be made for reconnection if the Service was terminated due to an error on the part of the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.11 TERMINATION FOR CAUSE OTHER THAN NONPAYMENT, CONT'D

2.11.4 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary facilities and equipment, or (b) to secure and retain suitable space for its plant and facilities in the building where Service is provided to the Customer may require termination of a Customer's Service until such time as new arrangements can be made. Under such circumstances, no charges will be assessed the Customer while Service is terminated, and no connection charges will apply when Service is restored.

2.11.5 Emergency Termination of Service

The Company will immediately terminate the Service of any Customer, on request, when the Customer has reasonable belief that the Service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.12 USE OF CUSTOMER'S SERVICE BY OTHERS

2.12.1 Customers and Authorized Users

Services provided hereunder are provided solely for the use of the Customer, except for occasional use of such Service by visitors and other invitees. Customers may not resell such Service to a third party for any form of compensation.

2.12.2 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Service and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.15 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS

2.15.1 Special Construction and Non-Routine Maintenance

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.

2.15.2 Basis for Charges

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services.

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.15 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS, CONT'D

2.15.2 Basis for Charges, Cont'd

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guid.)

2.15.3 Termination Liability

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services.)

2.16 INDIVIDUAL CASE BASIS ARRANGEMENTS

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

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SECTION 2 - RULES AND REGULATIONS, CONT'D

2.17 DUAL PARTY RELAY SERVICE

2.17.1 General

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

2.17.2 Regulations

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services.)

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SECTION 2 – RULES AND REGULATIONS, CONT'D

2.17.3 Liability

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 TYPES OF SERVICES OFFERED

This section of the tariff contains a general description of the services offered by the Company. Services may be performed by resale of services provided by other telephone companies.

3.1.1 Basic Local Exchange Services

Basic local exchange services consist of access to and usage of telephone company-provided services that enable a customer to originate or receive voice communications within a local service area. Basic local exchange service consists of local dial tone, touch tone dialing, access to and usage of 911 where such service is available, access to operator services and directory assistance, provision of a telephone directory and a listing in that directory, per call caller identification blocking services, access to telecommunications relay service and access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies. The Company's exchange areas and local calling areas are defined in the tariffs of the incumbent local exchange company serving each exchange area.

3.1.2 Message Telecommunications Services

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

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SECTION 3 – DESCRIPTION OF SERVICES, CONT'D

3.1 **TYPES OF SERVICES OFFERED, CONT'D**

3.1.3 Toll Free Service

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

3.1.4 Trial Services

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

3.1.5 Transmission Service And Facilities

(This material is no longer contained in the Tariff. However, one can view this material in the Competitive Telecommunications Services Guide.)

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SECTION 4 - RATES

4.1 RATES

4.1.1 Service Connection and Related Charges

A. General

- 1. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
- 2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
- 3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.

B. Rates and Charges

Nonrecurring Service Connection Charge: \$29.95

4.1.2 Basic Local Exchange Rates

Monthly recurring basic local exchange rate: \$34.95

Maximum Monthly recurring basic local exchange rate: \$49.95

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SECTION 4 – RATES, CONT'D

4.1 RATES, CONT'D

4.1.3 Message Telecommunications Services Rates This language is no longer contained in the Tariff.

4.1.4 Toll Free Service Rates This language 1 is no longer contained in the Tariff.

4.1.5 ICB Charges

This language is no longer contained in the Tariff.



Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

4.3 EMPLOYEE RATES

This language is no longer contained in the Tariff.

Issued: June 25, 2008

Effective: June 25, 2008

Issued Pursuant to Case No. 08-717-TP-ATA

SECTION 4 - RATES, CONT'D

4.1 RATES, CONT'D

4.1.3 Message Telecommunications Services Rates

Per minute MTS rate:

\$.15 per minute

4.1.4 Toll Free Service Rates

Per minute rate for Toll Free service: \$.15 per minute

4.1.5 ICB Charges

ICB pricing will be developed and used for special circumstances and Services that are not listed in this Tariff or part of the Company's normal service offerings. ICB rates for similarly situated Customers shall be offered on a fair, equitable and nondiscriminatory basis and will be filed with the Commission for approval.

4.2 **PROMOTIONAL OFFERINGS**

Subject to the approval of the Commission, the Company may from time to time elect to offer temporary promotional programs that shall waive, for a specified period of time not to exceed six (6) months, in whole or in part (1) any installation fee and/or (2) any recurring or nonrecurring fees for any Services other than intrastate toll service to introduce present or potential Customers to a service not previously received by the Customer.

4.3 EMPLOYEE RATES

The Company may offer special rates or rate packages to its employees or employees of its affiliates.

Issued: July 1, 2005

Effective: August 23, 2005

Issued Pursuant to Case No. 05-837-TP-ACE

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

EXHIBIT B

Proposed Revised Tariff Pages

There are no proposed revised tariff pages. The Company detariffed all services, with the exception of Basic Local Exchange Service, in Case No. 08-771-TP-ATA in accordance with the Implementation of Case No. 06-1345-TP-ORD. With this filing the Company removes Basic Local Exchange Service which is no longer available and for which the Company does not have any Customers.

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

EXHIBIT C

Summary of Changes

The Company is requesting complete withdrawal of their tariff, PUCO No. 1. Services currently available from the Company were detariffed in Case No. 08-771-TP-ATA in accordance with the Implementation of Case No. 06-1345-TP-ORD and this filing removes Basic Local Exchange Service which is no longer available and for which the Company does not have any Customers.

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

EXHIBIT D

Customer Notice

Not Applicable

The Company does not have any affected Customers.

Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

EXHIBIT E

Affidavit of Customer Notice

Not Applicable

See Exhibit D

The Public Utilities Commission of Ohio TELECOMMUNICATIONS RETAIL SERVICE OFFERING FORM For Non-BLES Carriers Per the Commission's 01/19/2011 "Implementation Order" in Case No. 10-1010-TP-ORD

(Effective: 01/20/2011)

Company Name Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable
Company Address60 Columbus Circle, New York, NY 10023
Company Web Address www.timewarnercable.com
Regulatory Contact Person_Julie LainePhone_212-364-8482_Fax704-697-4944
Regulatory Contact Person's Email Address Julie.Laine@twcable.com
Contact Person for Annual Report Julie Laine Phone 212-364-8482 Fax 704-697-4944
Consumer Contact Information Julie Laine Phone 212-364-8482 Fax 704-697-4944
TRF Docket No. <u>90-9278-TP-TRF</u>
I. Company Type (Check all applicable):
⊠ Non-BLES CLEC ⊠ IXC □Other (explain)
II. Services offered (Check all applicable):
Toll services (intrastate)
Local Exchange Service (i.e., residential or business bundles)
Other (explain) High Capacity Transmission Services
III. Tariffed Provisions/Services (To the extent offered, check all applicable and attach tariff pages):
□ Toll Presubscription
\Box Intrastate Special and Switched Access Services to Carriers (facilities-based local carriers only)*
□ N-1-1 Service
Pole Attachment and Conduit Occupancy
□ Pay Telephone Access Lines
□ Inmate Operator Service
□ Telephone Relay Service
*Access service tariffs shall be maintained separately and are subject to the Commission's carrier-to-carrier

rules found in Chapter 4901:1-7, Ohio Administrative Code.

Part IV. – Attestation Carrier hereby attests to its compliance with pertinent entries and orders issued by the Commission.

I am an officer/agent of the carrier/telephone company, <u>Time Warner Cable Information Services (Ohio)</u>, LLC d/b/a Time Warner Cable, and am authorized to make statements on its behalf. (Name)

I understand that Telephone companies have certain responsibilities to its customers under the Telecommunications Rules (Ohio Adm. Code 4901:1-6). These responsibilities include: warm line service; not committing unfair or deceptive acts and practices; truth in billing requirements; and slamming and preferred carrier freeze requirements. We will comply with the rules of the state of Ohio and understand that non-compliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

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

Carey Roesel, Consultant to Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable

<u>May 19, 2011</u> (Date) This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

5/19/2011 4:34:35 PM

in

Case No(s). 11-3131-TP-ATA

Summary: Application to Detariff Services and make other changes related to the Implementation of Case No. 10-1010-TP-ORD electronically filed by Ms. Suzanne Pagana on behalf of Time Warner Cable Information Services (Ohio), LLC d/b/a Time Warner Cable