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**TARIFF APPLICABLE TO RESOLD AND
FACILITIES-BASED COMPETITIVE LOCAL EXCHANGE SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA PROVIDED BY
FIRST COMMUNICATIONS, LLC IN THE SERVICE TERRITORY OF VERIZON, PA.**

The First Communications, LLC tariff is in concurrence with all applicable State and Federal Laws including but not limited to 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996, and the Commission's applicable Rules, Regulations and Orders. Any provisions contained in this tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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Effective: May 6, 2004

Joseph R. Morris, VP of Corporate Operations
First Communications, LLC
3340 West Market Street
Akron, OH 44333

Check Sheet

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.

PREFACE

SHEET REVISION

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SHEET REVISION

SHEET REVISION

DEFINITIONS

SHEET REVISION

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SHEET REVISION

SHEET REVISION

*New or Revised Pages

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SECTION 1 - Regulations

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SECTION 2 - Services

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4.1 General Page 1

EXPLANATION OF REVISION MARKS

The following symbols will be used throughout this tariff for purposes of revising the tariff as indicated below:

- C - To signify any change
- D - To signify a rate decrease
- I - To signify a rate increase.

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of Resold/Facilities-Based Competitive Local Exchange Carrier services by First Communications, LLC, hereinafter referred to as the Company, to Customers within the service territory of Verizon Pennsylvania, Inc.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including but not limited to, 52 Pa. Code, 66 Pa. C.S., and the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

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DEFINITIONS

Certain terms used generally throughout this tariff are defined below:

Advance Payment

Payment for all or part of a charge required before the start of service.

Applicant

A person, firm, corporation or other entity who seeks to become a Customer of the Company.

Authorized-User

A person, firm, corporation or other legal entity authorized by the provider of the service to use the services being provided.

Carrier

A company certified by the Pennsylvania Public Utility Commission to provide telecommunications services within Pennsylvania.

DEFINITIONS(continued)

Class of Service - Business, Residential

The Company provides two classes of Service: Business and Residential. The classification of a Customer's service as business or residence is determined by these regulations which define the character of use for rate purposes:

1. Service will be classified as Business if:
 - A. The service is used primarily or substantially for a paid commercial, professional or institutional activity; or
 - B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of activity for pay; or
 - C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
 - D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement, for a charitable or civic purpose shall not constitute business use of service unless other factors are involved.
2. Service will be classified as Residential if none of the conditions of A. preceding apply, and;
 - A. The use of the service is primarily and substantially of a social or domestic nature; and
 - B. Service is located in a residence or, in the case of a combined business and residence premises, the service is located in bona fide residential quarters of such premises while business service is isolated in the business quarters of the same premises.
3. Service classification is determined at the sole discretion of the Company pursuant to the conditions stated above. The Company may, at its discretion, levy charges for services which have been misclassified.

DEFINITIONS (continued)

Company

First Communications, LLC

Customer

A person, firm, corporation or other entity that is authorized by the Company to use the Company's telecommunications services included in this tariff, is responsible for payment of charges included in this tariff, and is responsible for compliance with the Company's tariff regulations.

Direct Inward Dial

A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Installation Charges

Charges which are assessed on a non-recurring basis at the establishment of a service. The terms "installation charges" and "non-recurring charges" are used inter-changeably within this tariff to refer to non-variable charges.

Joint-User

An authorized-user (as defined above) who is co-authorized by the provider of the service to jointly use the service being provided.

Kbps

Kilobits per second, which denotes thousands of bits per second.

Monthly Charges

Charges which are assessed for services included within this tariff on a recurring, monthly basis. It can be assumed that all services offered within this tariff are charged a monthly charge unless otherwise identified.

Mbps

Megabits, or millions of bits per second.

DEFINITIONS (continued)

Multi-Frequency or ("MF")

An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/Key systems.

Service Surcharge

An additional sum added to the usual amount or cost.

Station

Telephone equipment from or to which calls are placed.

Trunk

A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User

A Customer or any other person authorized by the Customer to use service provided under this tariff.

1. REGULATIONS

1.1 Undertaking of the Company

1.1.1 Scope

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Pennsylvania under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provide by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

1.1.2 Shortage of Equipment and Facilities

1.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

1.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

1.1.3 Terms and Conditions

- 1.1.3.1 Except as otherwise provided herein, service is provided and billed on a the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days' notice. Unless otherwise specified herein, 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.
- 1.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 1.1.3.3 At the expiration of the initial term specified in the applicable Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current tariff rates until terminated by either party upon 30 days' written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination term of the Service Order shall survive such termination.
- 1.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Pennsylvania without regard for the State's choice of laws provision.

- 1.1.3.5 Another carrier must not interfere with the right of any person or entity to obtain service directly from the Company. Customer is absolutely prohibited from reselling these services or using the service to compete with the Company.
- 1.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- 1.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 1.1.3.8 below. The Company is not liable for interruption of service due to any failure of Customer premises equipment provide by the Company or the Customer.
- 1.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

1.1.4 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance.

Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

1.2 Liability of the Company

- 1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission by the Company or any third parties, shall be limited to the extension of allowances for interruption as set forth in Section 1.10, below. The extension of such allowances for interruption shall be the sole remedy of the customer and the sole liability of the Company. THE COMPANY WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES TO CUSTOMER, OR OTHERS USING THE SERVICE SUPPLIED TO CUSTOMER BY THE COMPANY, AS A RESULT OF ANY COMPANY SERVICE, EQUIPMENT, OR FACILITIES, OR THE ACTS, OMISSIONS, NEGLIGENCE OF THE COMPANY'S EMPLOYEES, AGENTS, OR SUPPLIERS.
- 1.2.2 With respect to any other claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with a service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 1.10, the Company's liability, if any, shall be limited as provided in Section 1.2.9.
- 1.2.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 1.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.

- 1.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer, or due to the failure or malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer premises equipment purchased or leased from the Company by the Customer.
- 1.2.6 The Customer shall indemnify and hold the Company harmless (including costs and reasonable attorney's fees) from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, condition, location or use of any installation provided by the Company. Notwithstanding the enforcement of the above provisions, the Company further reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 1.2.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers, or supplying carriers to the Company, shall be deemed to be agents or employees of the Company.
- 1.2.8 Notwithstanding the Customer's obligations as set forth in Section 1.4.2, the Company shall be indemnified, defended, and held harmless (including costs and reasonable attorney's fees) by the Customer or by others authorized by it to use the service against any claim, loss or damage arising directly or indirectly from Customer's use of services furnished under this tariff, including:
- A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; or
 - B. patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; or
 - C. all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

- 1.2.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed an amount in liquidated damages equivalent to the greater of five hundred dollars (\$500.00) or twice the applicable amount for interruption as set forth in Section 1.10, and no action or proceeding against the Company shall be commenced more than one year after the service related to the claim is rendered.
- 1.2.10 **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 1.2.11 The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damage associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 1.2.12 The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.
- 1.2.13 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. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations.

1.2.14 The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, bandwidth, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 1.3.1 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service without liability.

1.2.15 With respect to Emergency Number 911 Service:

- A. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition 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.

- 1.2.16 The Company's liability arising from errors or omissions in Directory Listings shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 1.2.17 In conjunction with a private listing and semi-private listing services, as described in Section 2.7.2, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
- 1.2.18 When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority. By subscribing to service under this tariff, Customer acknowledges and agrees with the release of information under the provisions as described above.

1.3 Provision of Equipment and Facilities

1.3.1 General

1.3.1.1 The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in 52 Pa Code § 63.58 and this tariff.

1.3.1.2 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

1.3.1.3 Equipment installed at the Customer premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.

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

- A. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer provided equipment; or
- C. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

1.3.2 Non-Routine Installation

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

1.3.3 Ownership of Facilities

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

1.3.4 Use of Service

Service is furnished for use by the Customer and may be used only by others as specifically provided elsewhere in this tariff.

1.3.4.1 Unlawful Use of Service

Service shall not be used for any purpose in violation of law or for any as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. The Company shall refuse to furnish service to an Applicant or shall disconnect the service of an existing Customer when:

- A. A judicial order shall be issued finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
- B. The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of law.

Termination of service shall take place after reasonable notice is provided the Customer, or as ordered by the Court.

If communications facilities have been physically disconnected by law enforcement officials at the premises where located, and if there is not presented to the Company the written finding of a judge, then upon written request of the subscriber, and agreement to pay Restoral of Service charges and other applicable Service Charges, the Company shall promptly restore such service.

1.3.4.2 Obscenity

Service shall not be used to make oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

1.3.4.3 Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

1.3.4.4 Harassment

Service shall not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten, or harass such other person.

1.3.4.5 Fraudulent Use

- A. Service shall not be used to transmit a message, to locate a person, or to otherwise give or obtain information without payment of the charges applicable to such use.
- B. No device shall be used by a Customer with the service or facilities of the Company for the purpose of avoiding payment of the applicable charge.

1.3.4.6 Interference with or Impairment of Service

Service shall not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other Customers. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

1.3.4.7 Subscribing to Adequate Service

If a Customer's use of service interferes unreasonably with the service of other Customers, the interfering Customer will be required to take service in sufficient quantity or of a different class or grade.

1.3.4.8 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

1.3.4.9 Common Receptionist

A Business Customer may extend service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the equipment and channels involved are applicable.

1.4 Obligations of the Customer

1.4.1 General

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subjugated to the Company's right of recovery of damages to the extent of such payment;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of all cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 1.4.1.C. Any costs associated with obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the 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;

1.4.1 General (continued)

- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work.
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 1.4.1.D. above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G. not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities or Customer premises equipment leased or purchased by the Customer from the Company; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

1.4.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representative or invitees; or
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

1.4.3 Station Equipment

The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 1.10 following is not applicable.

The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

1.4.4 Interconnection of Facilities

Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.

The Company's services (as detailed in Section 2 of this Tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

1.4.5 Inspections

Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 1.4.3 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such 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 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. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

1.5 Establishment of Service

1.5.1 Application for Service

An application for service, whether made orally, in writing, or by action of the Customer (e.g., use of Company's services) establishes the contract between the Company and the Customer on the terms and conditions set forth in this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred.

1.5.2 Minimum Contract Periods

1.5.2.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a non term agreement Customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the Customer's account without a record keeping or service ordering charge. The Customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

1.5.2.2 Except as provided in 1.5.2.1 preceding, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers.

1.5.2.3 The Company may require a minimum contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment, or for unusual construction, necessary to meet special demands and involving extra costs.

1.5.3 Cancellation of Application for Service Prior to Establishment of Service

- 1.5.3.1 Where the Applicant cancels an order for service prior to the start of installation or special construction of facilities, no charge applies, except to the extent Company incurs a service order or similar charge from a supplying carrier prior to cancellation.
- 1.5.3.2 Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the lower of the following charge applies:
- A. The total costs (including overheads) in connection with providing and removing such facilities.
 - B. The monthly charges for the entire initial contract period of the service ordered by the Customer as provided in this tariff plus the full amount of any installation and termination charges applicable.
- 1.5.3.3 Where special construction of facilities has been started prior to the cancellation, and there is another requirement for the specially constructed facilities, in place, no charge applies.
- 1.5.3.4 Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction (including overheads) applies. Where one or more, but not all, of the services involved in the special construction are canceled, a charge equal to the cost (including overheads) incurred for the discontinued service applies.
- 1.5.3.5 Installation or special construction of facilities for a Customer starts when the Company incurs an expense in connection therewith which would not otherwise have been incurred and the Customer has advised the Company to proceed with the installation or special construction.

1.5.4 Establishing Credit

1.5.4.1 The Company, in order to assure the payment of its charges for service, may require Applicants and Customers to establish and maintain acceptable credit.

1.5.4.2 The establishment or re-establishment of acceptable credit as provided in this Section shall not relieve the Applicant or Customer from compliance with other provisions of this tariff as to advance payments and the payment of bills, and shall in no way modify the provisions regarding disconnection and termination of service for failure to pay bills due for service furnished.

1.5.4.3 Applicants for Service

The Company may refuse to furnish service to an Applicant that has not established acceptable credit or has not paid charges for service of the same classification (Residence or Business) previously furnished by the Company at the same or another address, until arrangements suitable to the Company, including deposit arrangement, have been made to pay such charges.

- A. Residence service Applicants may establish credit in one of the following ways:
- 1 Responding in a manner satisfactory to the Company to a set of standard questions, known as the Credit Evaluation Process (CEP). The Applicant may be required to provide proof in support of these responses. The written procedures for the CEP are available for public inspection at the Company's main office.
 - 2 Paying a cash deposit to the Company in accordance with Section 1.5.5 below.
 - 3 Providing a sufficient written guarantee of payment for service by a guarantor satisfactory to the Company. The guarantee shall be made in a letter that is substantially similar to the form in 1.5.4.6 below.
 - 4 Providing a surety bond, provided that such surety bond has been issued by an insurance company that is satisfactory to the Company.
 - 5 Demonstrating a satisfactory payment history under the terms of 52 PA Code §64.32(1) or §64.32(3).
 - 6 Verification of ownership of or entry into an agreement by the Applicant to purchase real property in the area served by the Company, or rental of a residence under a lease of 1 year or longer by the Applicant, unless the Applicant has an otherwise unsatisfactory payment history under the conditions stated in 52 PA Code §64.32(1) within the past 2 years.

- B. Business service Applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan or of 1.5.4.3.A.2 or 1.5.4.3.A.4.
- C. Where verification of an Applicant's credit is expected to take more than 3 business days, the Company may permit service to be installed upon the Advance Payment by the Applicant of an amount equal to applicable service charges and initial non-recurring charges applicable for service installation plus the estimated amount of the Applicant's bill based upon one month's service. Such Advance Payment will be credited to the Applicant's service account but does not relieve the Applicant of the responsibility to subsequently establish credit in accordance with 1.5.4.3.A. or 1.5.4.3.B. Advance payments shall be in accordance with §64-15 52 Pa. Code.

If credit is not so established, the Customer's service may be suspended not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

When a Customer's service has been disconnected in accordance with the above, service will not be reconnected until the Customer has established credit or furnishes a deposit and/or advance payment.

- D. If deposit or payment of an outstanding account is required before furnishing service, the Company shall inform the applicant in writing of the reasons for denial of credit and how to obtain service.

1.5.4.4 Existing Customers

- A. A Customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with Section 1.5.5 following when any of the following conditions occur:
 - 1. The Customer makes payment of two consecutive bills, or of more than two bills within the preceding 12 months, after the payment due date.
 - 2. As a condition to the reconnection of service after suspension or termination of service for non-payment of a delinquent account.
- B. Payment by the Customer of delinquent bills will not of itself relieve the Customer from the obligation of establishing his credit with respect to the account involved or with respect to any other account in connection with the same or any other class of service which the Company may be providing such Customer.
- C. A Customer may be required to reestablish credit in accordance with 1.5.4.3 when the amount of service furnished or the basis on which credit was formerly established has significantly changed.
- D. Before requesting a deposit, the Company shall give the Customer written notice of its intent to request a deposit if current and future bills continue to be paid after the due date. The Company must send a written notice to a Customer requesting the reestablishment of credit. If a Customer fails to reestablish his credit as required by the Company, the Customer's service may be suspended not sooner than seven (7) days after a separate suspension notice is sent. Customers will be informed of the reasons for denial of credit before suspension of service. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent.

1.5.4.5 Political Campaign Service Accounts

Special rules for extending credit apply to political campaign service accounts, that is, accounts established by or on behalf of candidates for Federal, State, or Local office.

A. The Company will require an Applicant for political campaign service to:

- 1 Make an advance payment in an amount equal to service charges and initial non-recurring charges applicable for service installation for a two (2) month period; and
- 2 Provide security in the form of a Cash Deposit, a surety bond or an irrevocable bank letter of credit in an amount equal to the estimated billing for each future two (2) month period. In the case of service for less than two months, the Company will require an Applicant to make an advance payment in an amount equal to the billing for the entire service period.

B. The Company will require a political account to maintain its security on a continuing basis in an amount equal to the estimated billing for each future two-month period.

If a political account fails to supply the full amount of security required, the Company may disconnect service not sooner than seven (7) days after a suspension notice is sent to the Customer. After the suspension, the Customer's service may be disconnected not sooner than ten (10) days after written notice of intention to disconnect is sent to the Customer.

1.5.4.6 Letter of Guarantee

First Communications, LLC
3340 West Market Street
Akron, OH 44333

Gentlemen:

In consideration of First Communications, LLC ("First Comm") providing telephone service to (name and address of Applicant) hereafter, called the "Customer," and accepting this Letter of Guaranty in place of a deposit for security, I hereby guarantee payment of the Customer's final telephone bill if the service is disconnected. However, my liability will not exceed \$_____ or which amount this shall be a continuing guarantee.

I waive communication and notice of First Comm's acceptance of this Letter of Guaranty and acknowledge that I have received notice sufficient to obligate me a Guarantor in case First Comm calls upon me to pay the final bill for telephone service furnished to the Customer.

Dated this ____ day of _____, 20____.

(Signature of Guarantor)
(Name of Guarantor)
(Telephone Number)

1.5.5 Cash Deposits

1.5.5.1 Amount of Deposits

The amount of deposit (U.S. currency) which a new or existing Customer may be required to pay to the Company as a means of establishing credit shall be determined as follows:

A. Applicant

Business

An amount not to exceed two (2) months of the Applicant's estimated monthly billing based upon the average monthly bill for that class and type of service.

Residence

An amount not to exceed the estimated average two (2) month bill for basic service plus the average two (2) month toll charges for existing Residential Customers in the Applicant's exchange during the immediately preceding twelve (12) month period for that type and Class of Service.

B. Existing Customer

Business

An amount not to exceed two (2) months of the Company's average monthly billing for the past six (6) months to that Customer. If the Customer has had service for less than six (6) months, the amount will not exceed two (2) months of the estimated monthly billing based upon the average monthly bill for that type and Class of Service.

Residence

An amount not to exceed the Customer's average two (2) month bill, including toll charges, during the preceding twelve (12) month period.

1.5.5.2 Initial Payment

The initial one-half (1/2) of the amount is due from an Applicant prior to installation and the remaining amount shall be due not sooner than thirty (30) days from the initial deposit payment by an Applicant. The full deposit is due from an existing Customer within twenty (20) days of the date upon which the request for deposit was made. At the option of the Applicant or Customer, the deposit may be paid on a more expedited schedule.

1.5.5.3 Adjustments to Deposit

The amount of a deposit may be adjusted on the basis of 1.5.5.1. preceding, at the option of the Customer, Applicant or the Company at any time when the character or degree of the Customer's use of the service has materially changed, or when it develops that the character or degree of such use will materially change, and such change is not temporary.

1.5.5.4 Interest to be Paid on Deposits

Interest will be paid on customer deposits in accordance with §64.41 of 52 Pa. Code. Interest at the rate of 9% will be paid on deposits without deductions for taxes thereon. In no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the Customer as follows:

- A. By payment annually to the Customer, or
- B. At the option of the Company or the Customer, by application to the Customer's deposit when the deposit is refunded or to an unpaid bill of the Customer in accordance with Section 1.5.5.5 following.

1.5.5.5 Refund or Application of Deposits

The Company will refund deposits, within twelve (12) months, including accrued interest, upon surrender of the receipt of certificate of deposit properly endorsed, or delivery of a cancellation receipt for the deposit, in the Company so requests, when:

A. All of the following conditions occur:

1. The Customer has paid any past due bill for service owed to the Company.
2. Service has not been discontinued for nonpayment.
3. The Customer has not paid late three (3) times or more.
4. The Company has not provided evidence that the Customer used a device or scheme to obtain service without payment.

B. Or any of the following occurs:

1. The Customer establishes credit by other means in accordance with Section 1.5.4 preceding.
2. The service is terminated and the bills are paid in full, or
3. The Applicant cancels his application for service and any charges incurred are paid in full.

When the service is terminated or the application is canceled and there are charges due the Company, the deposit plus interest will be applied to the charges, and the balance, if any returned to the Customer or Applicant.

1.6 Billing / Payment

1.6.1 Customer Billing

1.6.1.1 All billing practices will be in compliance with §64.11 - §64.14 52 Pa. Code.

1.6.1.2 Bills will be issued once each month during a thirty (30) day period.

1.6.1.3 Services which are charged for at other than monthly rates are billed in advance for one month's service in all exchanges.

1.6.1.4 Services which are charged for at other than monthly rates are billed in arrears, except when payment for messages is made by cash deposit in the coin telephone.

1.6.1.5 An unused portion of a usage allowance (which is included in the monthly rate for certain services) in one monthly period cannot be used in any other monthly period nor will refund or credit be given.

1.6.1.6 Detailed call information, such as the time at which the call was made, its destination will not be generally provided other than for long-distance telecommunications message service. Customers provided with additional detailed billing may be assessed detailed billing charges found in Section 2 of this tariff.

1.6.2 Payment of Charges for Service

1.6.2.1 The Customer is responsible for the payment of charges for all services furnished, including, but not limited to, all calls originated or accepted at a Customer's service location regardless of the carrier providing service.

1.6.2.2 Payment shall be in United States currency or by instruments so denominated and payable on demand at par in Commercial banks in the locality where facilities and service are furnished.

1.6.2.3 Due date for payment will be determined in accordance with §64.12 of 52 Pa. Code. Payment is due on the due date shown on the bill, which must be at least twenty (20) days after the postmark date on the bill. Payment may be made by mail to the authorized payment locations of the Company. The effective date of payment to a branch office or authorized payment agent is the date of actual payment at that location. For payment by mail, payment shall be deemed to have been made on the date of the postmark. The Company shall not impose a late payment charge, nor mail or deliver notice of suspension to the Customer unless payment is received more than five (5) days after the due date. When the Company advises a customer by multiple notice or contacts and they contain different due dates, the date on or before which payment is due shall be the latest date contained in the notices listed in this section.

1.6.2.4 Charges for a message originated at a coin telephone shall be paid by cash deposit in the coin telephone unless other arrangements for billing have been made.

1.6.2.5 When payment for service is made by check, a charge of \$25.00 will be made by the Company for each check returned by a bank to the Company for reason of not sufficient funds.

1.6.2.6 If the Customer remits to the Company on more than one occasion during a twelve month period a check, draft, or other instrument which is dishonored, the Company may refuse acceptance of further checks and place the Customer on a guaranteed basis. Under a guaranteed basis, the Company may refuse acceptance of anything as payment other than money orders, cashier's checks, or guaranteed instruments denominated in U.S. dollars and guaranteed by or issued by a third party acceptable to the Company. The Company shall advise the Customer in writing of the restriction and of the various options available in paying by cash.

1.6.3 Late Payment Charge

1.6.3.1 In accordance with §64.16 of Pa. Code, a late payment charge of 1.25% per month (or the highest amount lawfully allowed, whichever is greater) shall apply to amounts shown on a monthly bill which remain unpaid after the due date referred to in 1.6.2 preceding. Late payment charges may not exceed a rate of 15% when annualized and may not include previously accrued late payment charges. Failure to bill interest in one month does not mean that the Company has waived its right to bill a Customer for accrued interest.

1.6.3.2 Regulations

- A. At the discretion of the Company, the late payment charge may be waived for Customers once in each calendar year.
- B. This charge does not apply to:
 - 1. Amounts which are in dispute at the time the late payment charge would otherwise be applied.
 - 2. Federal excise tax or any other taxes levied by law directly on the Customer.
 - 3. Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts.
- C. Credit, deposit and collection procedures outlined in this Section are not waived or foreclosed by the application of a late payment charge. The existence of any deferred payment agreement does not exempt a Customer from this charge.

1.6.4 Failure to Pay Charges for Service

1.6.4.1 A Customer is considered to be delinquent in the payment of a bill when the total amount due is not received on or before the due date printed on the bill referred to in 1.6.2 preceding.

1.6.4.2 When a Customer is delinquent in the payment of a bill, the Company may suspend the Customer's service not sooner than seven (7) days after a suspension notice is sent. After the suspension, the Company may disconnect the Customer's service not sooner than ten (10) days after the mailing of a separate written notice of the Company's intention to disconnect.

1.6.4.3 If a Customer is not satisfied with the resolution of disputes by the Company, the Customer may file a complaint with the Bureau of Consumer Services:

Bureau of Consumer Services
Pennsylvania Public Utility Commission
400 North Street
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265
Telephone: (717) 783-5187
Facsimile: (717) 787-4750

The Bureau of Consumer Services shall have primary jurisdiction over all complaints arising under this Chapter.

1.6.5 Restoration of Service

1.6.5.1 If any Customer's service is restored after having been terminated in accordance with this tariff but a Company service order to terminate such service has not been completed when such service is restored, a Restoration of Service charge will apply as specified in Section 2.8 of this tariff. Monthly service charges will not apply for the period between the disconnection and reconnection.

1.6.5.2 When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be reestablished only upon the basis of application for new service.

1.7 Suspension, Termination, Discontinuation or Refusal of Service

1.7.1 Service may be terminated by the Customer prior to the expiration of the minimum contract period upon notice being given by the Customer to the Company five (5) days in advance of the desired date of termination. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this Section or elsewhere in this tariff.

A. Specifically, in case of additional directory listings and joint user service, where the listing has appeared in the directory, the termination charges are the charges due to the end of the directory period.

B. Specifically, in the case of special equipment for which the minimum contract period is in excess of one month at the same location, the termination charges are such proportion of the sum of the cost of the equipment and of its installation, plus the cost of removal, less the salvage value of the equipment removed, as the unexpired portion of the minimum contract period bears to the full minimum contract period.

1.7.2 Service may be terminated by the Customer after the expiration of the minimum contract period, upon oral or written notice given by the Customer to the Company five (5) days in advance of the desired date of termination specifying the date on which it is desired that service be discontinued. The Company shall thereafter render a final bill to the Customer for all services furnished and any applicable termination charges or fees as provided in this tariff. The Customer shall retain responsibility for service and equipment charges until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

1.7.3 The Company will suspend service in accordance with §64.61 of 52 Pa. Code.

The Company may suspend or refuse service for any of the reasons stated below:

- A. For failure to establish credit pursuant to applicable rules set forth in 1.5.4 preceding.
- B. For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the Applicant or Customer at the same or another location, or where the Applicant or Customer at the same or another location, or where the Applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another Applicant or Customer.
- C. For failure to provide Company representatives with necessary access to Company-owned service or equipment, after the Company has made a written request to do so.
- D. For failure to make payment in accordance with the terms of any deferred payment agreement.
- E. When the Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection.
- F. For violation or noncompliance with a Pennsylvania Public Utility Commission order.
- G. For violation or noncompliance with any rules and regulations of the Company on file with the Pennsylvania Public Utility Commission for which violation of or noncompliance with the Company is authorized by tariff to deny or refuse service.
- H. For violation of or noncompliance with municipal ordinances and/or other laws pertaining to telephone service.
- I. For failure to pay past due bill of a previous Customer of the premises to be served, provided that the Applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous Customer, or that the previous Customer is currently a member of the same household as the Applicant.

- 1.7.3 The Company may suspend or refuse service for any of the reasons stated below: (Cont'd)
- J. Without notice in the event that the Customer's use of equipment adversely affects the Company's service to others.
 - K. Without notice in the event that the Customer's use of equipment will endanger public safety or health.
 - L. For a Customer who has not used the service for a period of 90 days and who appears, after investigation, to have left the community or who advised the Company that he or she does not desire to continue to be carried as a Customer.
 - M. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair.
 - N. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, failing to discharge an involuntary petition within the time permitted by law, or abandonment of service.
 - O. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation.
 - P. Without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services.
 - Q. The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company service(s).

- 1.7.4 In accordance with §64371 of 52 Pa. Code, the Company shall mail or deliver written notice to the Customer at least 7 days before the date of suspension regardless of the grounds upon which suspension is sought, with the exception of the following: Failure to comply with the material terms of a payment agreement for toll or nonbasic service, or both. In these cases, the Company will comply with §64.81 of 52 Pa. Code.
- 1.7.5 In accordance with §64.62 of 52 Pa. Code, except for emergency situations, suspension or termination of Residential service for non-payment of charges may not commence on any of the following:
- A. Saturday or Sunday;
 - B. A bank holiday;
 - C. A holiday upon which the Company business office is closed.
- 1.7.6 Notice of suspension shall clearly and fully include the following information, where applicable, in conspicuous print:
- A. Reason for the proposed suspension.
 - B. Statement of accounts currently due, and of a required deposit.
 - C. Statement that a Restoration of Service charge will apply to have service restored after it has been suspended.
 - D. Date on or after which service will be suspended unless one of the following occurs:
 - 1. Payment is received in full.
 - 2. Grounds for suspension are otherwise eliminated.
 - 3. A deferred payment agreement is entered into in the good faith discretion of the Company.
 - 4. A dispute is filed with the Company.

- 1.7.7 Notice of suspension of Residential Service shall not be mailed nor delivered by the Company if a notice of dispute was filed by the Customer, the dispute continues to exist, and the dispute concerns the subject matter of grounds for the proposed suspension.
- 1.7.8 If, at a time after the issuance of the suspension notice and before the suspension of service, a Residential Customer contacts the Company concerning the proposed suspension, an authorized employee of the Company shall fully explain in accordance with §64.74 of 52 Pa. Code, where applicable, some or all of the following:
- A. Reasons for the proposed suspension.
 - B. All available methods of avoiding a suspension.
 - C. Procedures for resolving disputes and informal complaints, including the address and phone number of the nearest regional Commission office.
 - D. The duty of the Customer to pay a portion of a bill not honestly disputed.
 - E. The duty of the Customer to restrict toll usage to 150% of the average normal toll usage.
 - F. Medical emergency procedures.
 - G. That upon failure to timely appeal from or comply with a Company oral or written report, an informal complaint report, or an order from a formal complaint, the Company is not required to give further written notice before suspension so long as the Company makes a reasonable attempt to contact the Customer personally at least twenty-four (24) hours prior to suspension.

- 1.7.9 The Company shall not suspend nor refuse to restore service to a dwelling when an occupant in the dwelling is certified by a physician to be seriously ill or affected with a medical condition which will be aggravated by a complete cessation of service except where access to emergency service by telephone is retained.

Such physician certification may initially be written or oral, subject to the right of the Company to verify the certification by calling the physician or to require written confirmation within seven (7) days.

Service shall not be suspended for the period specified in the certification, however, the maximum length of the certification shall be thirty (30) days.

When service is required to be restored for emergency conditions, the Company shall make a diligent effort to have service restored on the date of the medical certification, and shall restore service by the end of the next working day.

When service is restored or suspension postponed under medical emergency procedures, the Customer shall make timely payment for all service subsequent to the restoral or postponement of suspension, and shall restrict toll usage to an amount no greater than \$25.00 in a billing period while the medical certification is in effect.

When certification expires, the original grounds for suspension are revived and the Company may suspend service without additional written notice if prior notice of suspension was given, the Customer failed to make payment arrangements, and the Company makes a reasonable attempt to contact the Customer at least twenty-four (24) hours before suspension.

- 1.7.10 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 1.7.11 Upon the Company's discontinuance of service to the Customer under this Section, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.
- 1.7.12 In accordance with §64.121-§64.123, the Company may terminate service when at least 10 days have passed since suspension of service. Immediately after suspension of service, a termination notice which conforms to the suspension notice and indicating how the Customer may arrange to have service restored will be mailed the Customer's billing address. The termination notice will include a medical emergency restoration notice. The notice will indicate the date service will be terminated and explain that the Customer will have to request service as an applicant, subject to additional charges, if termination occurs. The Company may terminate for failure to pay a reconnection fee and to remedy the original grounds for suspension.

1.8 Cancellation of Service

1.8.1 Cancellation of Application for Service

1.8.1.1 Applications for service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified herein.

1.8.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

1.8.1.3 The special charges described in Section 1.8.1.1 and 1.8.1.2 will be calculated and applied on a case-by-case basis.

1.8.2 Cancellation of Service by the Customer

In accordance with §64.53 of 52 Pa. Code, a Customer who wishes to have service discontinued shall give at least 5 days oral or written notice to the Company, specifying the date on which it is desired that service be discontinued. The Customer shall retain responsibility for service and equipment until the day and time on which service is requested to be discontinued. If the Customer fails to provide the Company with proper notice or access to the premises, the Customer shall continue to be responsible for equipment and service rendered.

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 1.10 below), Customer agrees to pay to Company, not to exceed the total recurring charges specified in the applicable service order for the balance of the current term, the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set for the in Section 1.6, all costs, fees and expenses incurred in connection with:

- A. All Non-Recurring Charges reasonable expended by Company to establish service to Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer; plus
- C. all Recurring Charges specified in the applicable Service Order tariff for the balance of the then current term; and
- D. any termination liability for early termination.

1.9 Miscellaneous

1.9.1 Special Conditions or Requirements

Where special conditions or special requirements of a Customer involve unusual construction or installation cost, the Customer may be required to pay a reasonable proportion of such costs.

1.9.2 Telephone Numbers

The Customer has no property right in the telephone number. The Company may change the telephone number of a Customer for engineering, technical, or other reasons. However, it will not change a telephone number as a penalty or to enforce payment for Company directory advertising charges.

1.9.3 Ownership and Access to Facilities

Facilities furnished by the Company remain the property of the Company until transferred or abandoned. The Customer shall provide employees and agents of the Company access to Company facilities, at all reasonable time, for the purpose of installing, rearranging, repairing, maintaining, inspecting, disconnecting, removing, or otherwise servicing such facilities.

1.9.4 Installation, Rearrangement, Repair Maintenance, Disconnection and Removal of Facilities

All facilities furnished by the Company will be installed and maintained by it, except where such facilities are situated, in the judgment of the Company, in hazardous or inaccessible locations.

Customers may not rearrange, disconnect, remove, or otherwise tamper with, or permit others to rearrange, disconnect, remove or tamper with any facilities furnished by the Company, authorized in this tariff, except with the Company's written consent or as otherwise specified in this tariff.

1.9.5 Transfer and Assignments

Customer may not assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the Company and payment of the applicable charges.

1.9.6 Notices and Communications

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

1.10 Allowances for Interruptions of Service

1.10.1 Credit for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company, except otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

In accordance with §64.52 of Pa. Code, credit for service interruptions will apply as follows:

- A. When main service is interrupted for a period of at least 24 hours, the Company, after notice by the customer, shall apply the following schedule of allowances except for situations provided for in subsection b:
 - 1. One-thirtieth of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative, useless or substantially impaired for each of the first three full 24-hour periods during which the interruption continues after notice by the Customer to the Company if the out-of-service extends beyond a minimum of 24 hours.
 - 2. Two-thirtieths of the tariff monthly rate for each full 24-hour period beyond the first three 24-hour periods referred to in paragraph (1). However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered useless or impaired.
- B. When service is interrupted for a period of at least 24 hours due to storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative or substantially impaired shall apply for each full 24 hours during which the interruption continues after notice by the Customer to the Company.
- C. The allowance described in this section are not applicable when service is interrupted by the negligence or willful act of the Customer to service or where the Company, under the terms of the contract for service, suspends or terminates service for nonpayment of charges, or for unlawful or improper use of the facilities or service, or for another reason provided for in the filed and effective tariff.

1.10.2 Restrictions on Allowance

No credit allowance will be made for:

- A. interruptions due to the negligence or willful act of the Customer, Authorized-User or Joint-User, including but not limited to noncompliance with the provisions of this tariff;
- B. interruptions due to the failure or malfunction of Customer provided facilities or the failure or malfunction of any other non-Company equipment;
- C. interruptions due to electric power failure where the Customer furnishes such electric power;
- D. 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;
- E. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- F. interruptions of service during any period when the Customer has released service to the Company for maintenance purpose or for implementation of a Customer order for a change in service arrangements;
- G. interruption of service due to circumstance or causes beyond the control of the Company.

1.10.3 Use of Alternative Service Provided by the Company

Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service.

1.11 Other Billing Adjustments

- A. Under billing: The Company may issue a make-up bill for unbilled services resulting from a billing error accrued within 4 years of the date of the bill under the following conditions:
1. The Company shall provide the Customer with a written explanation of the reason for the make-up bill and a statement that the Customer may spread the payments over a period, as described in Section 1.11.A.2;
 2. The payment period may, at the option of the Customer, be at least as long as the period during which the excess amount accrued or at least as long as necessary so that the total amount billed one month is not greater than the average amount billed for one (1) month plus fifty percent (50%), whichever period is greater. A late payment charge may not be assessed on unbilled service when payments are made as described in this paragraph.
- B. Overbilling: When an overbilling occurs, the Company shall credit the Customer's account in the amount of the overbilling, including applicable taxes, for up to four (4) years before discovery of the overbilling, unless the Customer requests reimbursement in one lump sum. A late payment charge in the amount stated in Section 1.6.3.1 shall be paid on the overbilled amount by the Company to the Customer where at least 30 days have elapsed between payment of the overbilled amount and the credit or refund thereof.
- C. Rebilling: The Company shall notify the Commission of rebilling affecting more than 10% of its Residential Customers within 90 days of the rebilling.
- D. If any of the following conditions are true, however, the Customer will be liable for all charges, including those over four (4) years old:
1. The Company's effort to measure service was thwarted by the Customer's refusal of access to any measuring device or meter; or
 2. The Customer obtained the service by fraud, deception, not limited to theft or tampering with meter; or
 3. The Customer obtained service by negligent tampering with meter or other device.

1.12 Assumption of Customer's Existing Contractual Arrangement with Customer's Local Exchange Carrier

1.12.1 General

The Company may, under certain conditions, assume Customer's obligations (including Customer's minimum term and/or call volume requirements) (the "Contractual Commitment") under existing contractual arrangements with Customer's Local Exchange Carrier (LEC). In order for the Company to assume such contractual arrangements, Customer must enter into a term agreement with the Company for the service assumed by the Company.

1.12.2 Assumable Services

A. The assumable services are:

1. Message Toll Service (MTS) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC MTS Contract").
2. Optional Calling Plans (OCP) (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC OCP Contract").
3. Centrex Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC Centrex Contract").
4. Private Line Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC Private Line Contract").
5. ISDN Service (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC ISDN Contract").
6. Other central office based feature, including Feature Link (Such a contractual arrangement between Customer and its LEC is referred to in this Tariff as "LEC Feature Link Contract").

1.12.3 Assumption

At the Company's election, the Company may assume Customer's Contractual Commitment (the "Assumption") for each of the services above; provided, that no such Assumption shall occur, and the execution and delivery of a Master Service Agreement shall not be construed to create an Assumption, if the Assumption is not acceptable to the Company or if the Assumption is not permissible under applicable laws and regulations or under existing contractual or other agreements between Customer and the LEC. The terms and conditions set forth below apply for each service assumed by the Company.

1.12.4 Indemnification and Liability

Customer agrees to indemnify and hold harmless the Company and its affiliates from and against any and all loss, liability and expense arising out of the Assumption. The Company shall not incur any cost or liability in the event that Customer elects to reconnect any service Assumed by Customer's LEC, whether such reconnection occurs prior to or after the expiration of the applicable service term.

1.12.5 Terms and Conditions

A. Message Toll Service and Optional Calling Plan Service

1. If the Company assumes the LEC MTS Contract or the LEC OCP Contract, Customer will receive service from the Company pursuant to a Company calling plan which contains term, volume and features that correspond to the calling plan provided for in the LEC MTS Contract or LEC OCP Contract.
2. The Company calling plan term shall be coterminous with the term of the LEC MTS Contract or LEC OCP Contract (whichever one is being assumed).
3. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum annual usage requirement ("MAUC") then the same minimum annual usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customer's Company calling plan usage. In the event that the LEC MTS Contract or LEC OCP Contract contains a minimum monthly usage requirement ("MMUC"), then the same minimum monthly usage requirement that is contained in the LEC MTS Contract or LEC OCP Contract shall apply to Customer's Company calling plan usage.
4. In the event that Customer terminates its Company calling plan service prior to the completion of the Company calling plan term, in addition to any other obligations of Customer to the Company under the terms of this tariff and the Master Service Agreement, Customer shall pay to the Company an early termination fee equal to (i) the MAUC or MMUC, as the case may be, multiplied by (ii) the number of years (if a MAUC) or months (if a MMUC) remaining in the Company calling plan term.
5. In the event that the Customer's Company calling plan usage charges are below the MAUC or MMUC in any month or year of the Company calling plan term, Customer shall pay usage charges during the applicable period and the MAUC or MMUC.

12.5 Terms and Conditions (continued)

B. Centrex Service

1. If the Company assumes the LEC Centrex Contract, Customer will receive service from the Company through Company Centrex Service.
2. Minimum Term
 - a. If Customer receives both local and long distance service from the Company, then the minimum term of the Company Centrex Service (the "Minimum Term") shall be the longer of (i) one (1) year, or (ii) the term remaining in the LEC Centrex Contract.
 - b. If the Customer receives local service, but not long distance service from the Company, then the Minimum Term of the Company Centrex Service shall be the longer of (i) two (2) years, or (ii) the term remaining in the LEC Centrex Contract.
 - c. The Company shall be the sole provider of all Customer's local and/or long distance service, as applicable, until at least the end of the Minimum Term.
 - d. In the event Customer initially transfers only its local service to the Company, and later transfers its long distance service to the Company, the Minimum Term will be reduced to the longer of (i) one (1) year from the date of transfer of long distance service, or (ii) the term remaining in the LEC Centrex Contract.
 - e. In the event Customer initially transfers its local and long distance service to the Company, and terminated long distance service prior to the Minimum Term, the Minimum Term for local service will be the longer of (i) two (2) years from the date Customer first receives Company Centrex Service or (ii) the term remaining in the LEC Centrex Contract.

1.12.5 Terms and Conditions (continued)

B. Centrex Service (continued)

2. Minimum Term (continued)

- f. In the event that Customer terminates its Centrex service with the Company, in whole or in part, prior to the completion of the Minimum Term, in addition to any other obligations of Customer to the Company under the terms of the Master Service Agreement or this Tariff, Customer shall pay to the Company an early termination fee equal to (i) any applicable fee charged by the LEC to the Company in connection with the Assumption (the "Transfer Fee"), plus (ii) the product of (x) the LEC Commitment (as hereinafter defined), and (y) the number of months remaining in the Minimum Term. The "LEC Commitment" is equal to the total of (i) the greater of (x) the number of lines committed to in the Contractual Commitment with the Local Exchange Carrier or (y) the number of lines in service as of the date of the Assumption, multiplied by the Company's access line rate, plus (ii) the feature charges committed to by Customer in the Contractual Commitment with the Local Exchange Carrier, if any.
- g. If Customer notifies the Company within ninety (90) days after the Assumption that Customer desires to have its Centrex service provided by the LEC instead of the Company, the Company shall use its reasonable efforts to assist Customer in returning to the LEC for Centrex service, subject to any applicable fee charged by the LEC to Customer for such return and subject to Customer's ongoing responsibility to pay the Transfer Fee to the Company.
- h. The integrated volume discount shall apply to usage charges only, and not to line or feature charges, with respect to Company Centrex Service.

Terms and Conditions (continued)

C. Advantage Line Plus

1. If the Company assumes the LEC Feature Link Contract, Customer will receive service for the Company through Company Advantage Line Plus.
2. The Company Advantage Line Plus term shall be coterminous with the term of the LEC Feature Link Contract.
3. In the event that Customer terminated its Company Advantage Line Plus prior to the completion of the Company Advantage Line Plus Term, in addition to any other obligations of Customer to the Company under the terms of this Tariff or the Master Service Agreement, Customer shall pay to the Company an early termination fee equal to (i) the number of months remaining in the Centrex Term or Company Advantage Line Plus Term, multiplied by (ii) the monthly recurring charge, multiplied by (iii) the number of lines in service as of the date of termination.
4. The integrated volume discount shall apply to usage charges only, and not to line or feature charges, with respect to Company Advantage Line Plus.

12.5 Terms and Conditions (continued)

D. Private Line Service and ISDN Service

1. If the Company assumes the LEC Private Line Contract, Customer will receive service from the Company through Company Private Line Service.
2. If the Company assumes the LEC ISDN Contract, Customer will receive service from the Company through Company ISDN Service.
3. Customer shall automatically be liable to the Company for the satisfaction of the terms of its contractual arrangement with the LEC that are assumed by the Company (including, without limitation, minimum volume commitments, term length and any other related terms and conditions).
4. The monthly recurring charges for Private Line service and ISDN service shall contribute to the Customer's Total Monthly Revenue for purposes of determining the appropriate integrated volume discount as set forth in the Master Service Agreement; however, the integrated volume discount shall not be applied to the monthly recurring charges for Company Private Line Service or Company ISDN Service.

2. SERVICES

2.1 Application of Rates

2.1.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this tariff. An application for service, whether made orally, in writing, or by use of service, establishes a contact between the Company and the Customer pursuant to the terms and conditions included within this tariff. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred to a third party by the Customer, without the Company's written approval.

2.1.2 Charges Based on Duration of Use

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

- A. Calls are measured in durational increments identified for each service. All calls held for a fraction of a measurement increment are rounded-up to the next whole measurement unit.
- B. Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to- person calls starts with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- C. Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- D. Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call and will be billed according to applicable eastern standard or eastern daylight savings time.

2.2 Service Area

2.2.1 Exchange Access Service Area

The Company offers Local Exchange Service within Verizon-Pennsylvania territories where facilities permit. The Local Exchange Service Local Calling Area is concurrent with the local calling areas of the Incumbent Local Exchange Carriers. The Company concurs in the Verizon-Pennsylvania exchange areas and exchange maps in Verizon- Pennsylvania Inc. tariffs Pa. P.U.C. – No. 180A, Pa. P.U.C. – No. 182, Pa. P.U.C. – No. 182A, Pa. P.U.C. – No. 185B, and Pa. P.U.C. – No. 185C.

2.2.2 Local Calling Service Areas

A. Philadelphia Local Calling Service Area

<u>Exchange Area</u>	<u>Exchanges and Zones Included In Local Calling Area</u>	
Allentown	Allentown Bethlehem Coopersburg Emmaus Ironton Nazareth New Tripoli Riegelsville Springtown	Bath Catasauqua Easton Hellertown Kutztown New Smithville Northampton Slatington Topton
Bethlehem	Allentown Bethlehem Coopersburg Hellertown Nazareth Riegelsville Springtown	Bath Catasauqua Easton Ironton Northampton Slatington
Center Point	Center Point Harleysville North Wales Zone 30	Collegetown Lansdale Schwenksville

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

<u>Exchange Area</u>	<u>Exchanges and Zones Included In Local Calling Area</u>	
Chester Springs	Chester Springs Exton Pughtown Zone 28	Eagle Phoenixville Royersford
Collegeville	Center Point Green Lake Lansdale Phoenixville Royersford Souderton Zone 30	Collegeville Harleysville North Wales Pottstown Schwenksville Zone 29 Zone 31
Dowington	Chester Springs Dowington Exton Honey Brook Mortonville West Chester Zone 28	Coatesville Eagle Glenmoore Lenape Pughtown Westtown
Doylestown	Buckingham Doylestown Line Lexington Wymcombe	Carversville Dublin Plumsteadville Zone 45
Eagle	Chester Springs Dowington Exton Phoenixville Royersford Zone 28	Coatesville Eagle Glenmore Pughtown West Chester

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

<u>Exchange Area</u>	<u>Exchanges and Zones Included In Local Calling Area</u>	
Easton	Allentown Bloomsbury (NJ) Easton Nazareth Riegelsville Upper Black Eddy	Bethlehem Catasauqua Hellertown Phillipsburg (NJ) Springtown
Exton	Chester Springs Downingtown Exton Lenape Pughtown Westtown	Coatesville Eagle Glenmore Mortonville West Chester Zone 28
Kennett Square	Avondale Kemblesville Landenberg Mendenhall Unionville West Grove Hockessin (DE)	Coatesville Kennett Square Lenape Mortonville West Chester Westtown Wilmington (DE)
Kutztown	Allentown Kempton Reading	Fleetwood Kutztown Topton
Lansdale	Center Point Lansdale North Wales Zone 30	Harleysville Line Lexington Souderton

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

<u>Exchange Area</u>	<u>Exchanges and Zones Included In Local Calling Area</u>	
Morrisville	Ewing (NJ) Newtown Yardley Zone 43	Morrisville Trenton (NJ) Zone 42 Zone 44
New Hope	Buckingham Doylestown New Hope Plumsteadville Yardley	Carversville Lambertville (NJ) Newtown Wycombe
Newtown	Newtown Yardley Zone 43	Wycombe Zone 40 Zone 44
North Wales	Center Point Lansdale North Wales Zone 30	Harleysville Line Lexington Souderton Zone 33
Phoenixville	Chester Springs Eagle Pughtown Zone 28	Collegeville Phoenixville Royersford Zone 29
Pottstown	Boyertown Douglassville Pottstown Royersford Schwenksville	Collegeville Phoenixville Pughtown Sassmansville

2.2.2 Local Calling Service Areas (Cont'd)

A. Philadelphia Local Calling Service Area (Cont'd)

<u>Exchange Area</u>	<u>Exchanges and Zones Included In Local Calling Area</u>	
Quakertown	Bedminister Ferndale Pennsburg Plumsteadville Souderton	Dublin Green Lake Perkasie Quakertown Springtown
Reading	Adamstown Birdsboro Green Hills Kutztown Morgantown Reading Topton Yellow House	Bernville Fleetwood Hamburg Leesport Oley Robesonia Womelsdorf
Royersford	Center Point Collegeville Phoenixville Pughtown Schwenksville Zone 30	Chester Springs Eagle Pottstown Royersford Zone 29
West Chester	Downingtown Lenape Mortonville Westtown Zone 28	Exton Mendenhall West Chester Zone 10
Yardley	Ewing (NJ) New Hope Trenton (NJ) Yardley Zone 43	Morrisville Newtown Wycombe Zone 42 Zone 44

2.2.2 Local Calling Service Areas (Cont'd)

A. Pittsburgh Local Calling Service Area

<u>Zone</u>	<u>Exchange</u>	<u>Local Calling Area</u>
1.	Central	Allentown, Downtown, North Side, Oakland, Squirrel Hill
2.	West View Bellevue	West View, Bellevue, Coraopolis, Perrysville
3.	Sharpsburg Millvale	Sharpsburg, Millvale, Glenshaw, Fox Chapel, Oakmont
4.	Braddock Wilkinsburg	Braddock, Wilkinsburg, Penn Hills, Monroeville
5.	Homestead	Homestead, McKeesport, Pleasant Hills
6.	Carrick Mount Lebanon	Carrick, Mount Lebanon, Pleasant Hills, Bethel Park, Bridgeville, Carnegie
7.	Crafton McKees Rocks	Crafton, McKees Rocks, Carnegie, Coraopolis
8.	East Liberty	East Liberty, Fox Chapel, Oakmont
10.	McKeesport	McKeesport, Pleasant Hills, Monroeville, Irwin, Homestead, Clairton, Elizabeth
11.	Pleasant Hills	Pleasant Hills, McKeesport, Bethel Park, Homestead, Carrick, Mount Lebanon, Clairton, Elizabeth
13.	Bridgeville	Bridgeville, Bethel Park, Carnegie, Carrick, Mount Lebanon, Canonsburg, McDonald, McMurray, Oakdale
14.	Carnegie	Carnegie, Bridgeville, Coraopolis, Carrick, Mount Lebanon, Crafton, McKees Rocks, Imperial, Oakdale
15.	Coraopolis	Coraopolis, Carnegie, Sewickly, West View, Bellevue, Ambridge, Glenwillard, Imperial
16.	Sewickly	Sewickly, Coraopolis, Ambridge, Aliquippa, Glenwillard
17.	Perrysville	Perrysville, Glenshaw, West View, Bellevue, Wexford (N. Pittsburgh Telephone Co.)
18.	Glenshaw	Glenshaw, Perrysville, Fox Chapel, Sharpsburg, Millvale
20.	Oakmont	Oakmont, Fox Chapel, Penn Hills, Sharpsburg, Millvale, East Liberty, New Kensington, Springdale, Tarentum
21.	Penn Hills	Penn Hills, Oakmont, Monroeville, Braddock, Wilkinsburg, Export (Alltel)

2.2.2 Local Calling Service Areas (Cont'd)

Reserved for future use.

2.2.3 Dial Tone Line Cell Information

2.2.3.1 Dial Tone Line Cell Classification

For the purposes of determining an Exchange Area Dial tone Line monthly rate, the Exchange Areas are classified into one (1) of four (4) Dial Tone Line Cells. The Cell classifications are determined by the following criteria:

<u>Dial Tone Line Cell</u>	<u>Classification Criteria</u>
1	All Philadelphia and Pittsburgh City Exchange Areas or Zones with working pairs per square mile greater than 9,000.
2	All remaining Philadelphia and Pittsburgh City exchange Areas or Zones.
3	All Philadelphia and Pittsburgh Suburban Exchange Areas or Zones with more than 500 working pairs per square mile. Also, for those Exchange Areas with multi-central offices if one of the multi-central offices meets the 500 working lines per square mile criteria.
4	All remaining Exchange Areas.

2.2.3.2 Dial Tone Line Reclassification

When an annual review indicates that the number of working pairs per square mile of an Exchange area or Zone or multi-central office of an Exchange Area has exceeded or fallen below the above Dial tone Line Cell criteria for two (2) consecutive study periods, the Exchange Area will be reclassified. Notice of the reclassification of the exchange Area Dial Tone Line Cell shall be given by filing revised tariffs with the commission.

2.2.3.3 Philadelphia Central Office District and Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
1	North-Central-South (Baldwin, Poplar, Regent), (Locust, Market, Pennypacker, (Dewey)
2a	City West
2b	Overbrook
2c	Eastwick/Saratoga
2d	University City
3a	Oak Lane
3b	Chestnut Hill
3c	Manayunk
3d	Germantown-Logan
4a	Fox Chase
4b	Bustleton-Torresdale
4c	Frankford-Mayfair

2.2.3.4 Philadelphia Suburbs Central Office District and Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
10	Chester Heights
11	Chester
12	Media
13	Swarthmore
14	Darby-Ridley Park-Sharon Hill
17	Upper Darby
21	Havertown-Manoa
22	Broomall-Newton Square
23	Cynwyd-Narberth
24	Ardmore
25	Bryn Mawr
26	Wayne
28	Paoli-Malvern-Berwyn
29	Valley Forge
30	Norristown
31	Conshohocken
32	Flourtown
33	Ambler
34	Cheltenham-Elkins Park-Jenkintown
37	Bethayres-Huntingdon
38	Willow Grove
39	Hatboro
40	Feasterville-Churchville
41	Eddington-Cornwells Heights
42	Bristol
43	Langhorne
44	Levittown
45	Warrington

2.2.3.5 Pittsburgh Central Office District and Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
1	Central
2a	West View
2b	Bellevue
3a	Sharpsburgh
3b	Millvale
4a	Braddock
5	Homestead
6a	Carrick
6b	Mount Lebanon
7a	Crafton
7b	McKees Rocks
8	Liberty

2.2.3.6 Pittsburgh Suburban Central Office District and Zone Boundaries

<u>Zones</u>	<u>Central Office Districts</u>
10	McKeesport
11	Pleasant Hills
12	Bethel Park
13	Bridgeville
14a	Carnegie
14b	Carnegie
15	Coraopolis
16	Sewickley
17	Perrysville
18	Glenshaw
19	Fox Chapel
20	Oakmont
21	Penn Hills
22a	Turtle Creed
22b	Monroeville
23	Irwin

2.3 Exchange Access Service

2.3.1 General

Exchange Access Service provides a Customer with a voice-grade communications channel and a unique telephone number address on the public switched telecommunications network. Each Exchange Access enable users to:

- A. Receive calls from other stations on the public switched telecommunications network;
- B. Access other services offered by the Company as set forth in this tariff;
- C. Access certain interstate and international calling services provided by the Company;
- D. Access (at no additional charge) the operators contracted for by the Company;
- E. Access (at no additional charge) emergency services by dialing 0- or 9-1-1;
- F. Access services provided by other common carriers which interconnect with the Company pursuant to tariff, contract or in some other Company approved manner.

2.3.2 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service pursuant to Section 2.1.1 preceding and when a Customer requests subsequent changes in his/her service which require facility changes, software changes, and/or Customer account changes.

2.3.3 Service Ordering Charges - Rate Schedule

<u>Service Charges</u>	<u>Non-Recurring charge</u>
Premises Work Charges	
-Initial	\$26.00
-Each 15 min. increment	\$11.00
Line Connection Charge	\$25.00
Telephone Number Change	\$25.00
Temporary Suspend Charge	\$25.00
Transfer of Billing Name	\$25.00
Service Change Order	\$40.00
Voluntary Toll Restriction	\$0
Toll Service Restoral (if not voluntary)	\$40.00

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2.3.4 Basic Exchange Access Service

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's, or the Company's designated Carrier's central office. Basic Exchange Access Service provides the Customer with access to the switched network for purposes of placing and receiving calls.

Basic Exchange Access Service Customers are entitled to a voice-grade communications channel. Basic Exchange Customers are not guaranteed any other facility requirement - e.g., Customers are not guaranteed a communications path capable of supporting data transmissions.

2.3.5 Basic Exchange Access Services - Dial Tone Line and Usage Rate Schedule

Rates for Basic Exchange Access Services are based upon type and Class of Service and Dial Tone Line Cell Classification. All rates in this Section are applied monthly unless specifically identified otherwise.

The following charges apply to Basic exchange access Services in addition to the charges found in Section 2.3.6.

2.3.5.1 Pennsylvania Exchange Area - Rate Schedule

	<u>Monthly Rate by Cell</u>	
	<u>Cell 3</u>	<u>Cell 4</u>
A. <u>Dial Tone Line</u>		
1. <u>Residence</u>		
- Individual	\$5.28	\$5.68
- Two-Party, each party	\$4.18	\$4.48
2. <u>Business</u>		
- Multi-Line Subscriber	Reserved for future use	
- Multi-Line, each	Reserved for future use	
- Individual Line Subscriber	Reserved for future use	
- Individual Line, each	Reserved for future use	

2.3.5.1 Pennsylvania Exchange Area - Rate Schedule (cont.)

THIS PAGE IS RESERVED FOR FUTURE USE

2.3.5.1 Pennsylvania Exchange Area - Rate Schedule (cont.)

THIS PAGE IS RESERVED FOR FUTURE USE

2.3.5.2 Philadelphia Exchange Area - Rate Schedule

Monthly Rate by Cell
Cell 1 Cell 2

A. Dial Tone Line

1. Residence

- Individual \$4.58 \$4.88

2. Business

- Multi-Line Subscriber Reserved for future use
- Multi-Line Each Reserved for future use
- Individual Line Subscriber Reserved for future use
- Individual Line Each Reserved for future use

2.3.5.2 Philadelphia Exchange Area - Rate Schedule (cont.)

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2.3.5.3 Philadelphia Suburban Exchange Area - Rate Schedule

All of the Philadelphia Suburban Exchange area is in Dial Tone Line Cell 3

Monthly Rate - Cell 3

A. Dial Tone Line

1. Residence

- Individual \$5.28

2. Business

- Multi-Line Subscriber

 Multi-Line Each Reserved for future use

- Individual Line Subscriber

 Individual Line Each Reserved for future use

2.3.5.3 Philadelphia Suburban Exchange Area - Rate Schedule (cont.)

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2.3.5.4 Pittsburgh Exchange Area - Rate Schedule

	<u>Monthly Rate by Cell</u>	
	<u>Cell 1</u>	<u>Cell 2</u>
A. <u>Dial Tone Line</u>		
1. <u>Residence</u>		
- Individual	\$4.58	\$4.88
2. <u>Business</u> ¹		
- Multi-Line Subscriber		Reserved for future use
- Multi-Line, each		Reserved for future use
- Individual Line Subscriber		Reserved for future use
- Individual Line, each		Reserved for future use

¹The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.

2.3.5.4 Pittsburgh Exchange Area - Rate Schedule (cont.)

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2.3.5.5 Pittsburgh Suburban Exchange Area

All of the Pittsburgh Suburban Exchange Area is in Dial Tone Line Cell 3

Monthly Rate - Cell 3

A. Dial Tone Line

1. Residence

- Individual \$5.28

3. Business¹

- Multi-Line Subscriber Reserved for future use
 - Multi-Line, each Reserved for future use
- Individual Line Subscriber Reserved for future use
 - Individual Line, each Reserved for future use

¹The Business Dial Tone Line (DTL) monthly rate includes the Touch Tone Service feature.