

PENNSYLVANIA TELECOMMUNICATIONS TARIFF
OF

Easton Telecom Services, L.L.C.

Brecksville Road, Summit II – Unit A
Richfield, OH 44286

LOCAL EXCHANGE
TELECOMMUNICATIONS SERVICES

**This Tariff Telephone – PA P.U.C. No. 3 Supersedes
Telephone – PA P.U.C. Tariff No. 2 in its entirety as of the effective date.**

The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania LLC. [PA P.U.C. No. 180A](#).

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 1934, as amended), 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provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

LIST OF CHANGES MADE BY THIS SUPPLEMENT

List of Changes:

New tariff.

Competitive Local Exchange Carrier

CHECK SHEET

The Title Page and Pages inclusive of this Tariff are effective as of the date shown at the bottom of the respective page(s). Revised pages as named below contain all changes from the original filing that are in effect on the date listed. Pages submitted with this filing are designated by an asterisk (*)

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EXPLANATION OF SYMBOLS

- (I) To signify an **increase** in rates.
- (D) To signify a **decrease** in rates.
- (C) To signify any other changes.

Competitive Local Exchange Carrier

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Sheet for the Page currently in effect.
- C. **Paragraph Numbering Sequence** – There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheet** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Sheet to find if a particular Page is the most current on file with the Commission.

Competitive Local Exchange Carrier

APPLICATION OF TARIFF

- A. This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of resold and facilities-based competitive local exchange services offered by Company to Customers located in the service territories listed below. Company provides Services exclusively to commercial subscribers.
- B. The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone PA P.U.C. No. 180A.
- C. This Tariff is in concurrence with all applicable state laws, including but not limited to, 52 Pa. Code, 66 Pa. C.S., 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 superceded. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- D. The rates and regulations contained in this Tariff apply to resold and facilities-based competitive local exchange services to Customers located in the service territories listed in Paragraph B., above. The rates and regulations do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular Customer.
- E. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- F. The Company's Services may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Company. However, service provided by Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.
- G. This Tariff is governed by and interpreted according to applicable laws and regulations in the Commonwealth of Pennsylvania.
- .

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use Service or is placed in a position by the Customer, either through acts or omissions, to use Service.

Business Service:

A Service that conforms to one or more of the following criteria:

- A. the Service is primarily for paid commercial, professional or institutional activity; or
- B. the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the Service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of Service, without compensation or reimbursement, for a charitable or civic purpose will not constitute business use of Service unless other criteria apply.

Called Station:

The terminating point of a call (i.e., the called number).

Carrier:

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

Channel:

A communications path between two or more points of termination.

Collect Call:

A billing arrangement where a call is billed to the called station.

Commission:

The Pennsylvania Public Utility Commission

Company:

Easton Telecom Services, L.L.C. (“Easton” or “Company”)

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation, or other entity which orders or uses Service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises:

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

Disconnect or Disconnection:

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

Emergency Number Service:

A telephone exchange communication service whereby a Public Safety Answering Point (PSAP) designated by the Customer may receive telephone calls dialed to the telephone number 911. The 911 Services includes lines and equipment necessary for transferring and dispatching public emergency telephone calls originated by persons within the telephone central offices areas arranged for 911 calling.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Facility:

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

- | | |
|----------------------|-------------|
| channels | lines |
| apparatus | devices |
| equipment | accessories |
| communications paths | systems |

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

Force Majeure:

Causes beyond Company’s 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 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 civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Holidays:

New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

Individual Case Basis (“ICB” also referred to as Customer Specific Pricing):

Aa Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Interruption:

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

LATA:

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Exchange Carrier:

A company which furnishes local exchange telecommunications service.

Local Telephone or Local Exchange Service:

Public switched communication service between points within an Exchange Area.

Monthly Recurring Charges (MRC):

Monthly charges to the Customer for Services, that continue for the agreed upon duration of the service.

Non-Recurring Charge (NRC):

A one-time charge assessed to initiate and establish a Service or in connection with other work performed by the Company.

Network Interface Device (NID)

A device that readily permits the disconnection of all Customer Premises Wiring from the Company's network and provides access to the company network through an industry registered jack of a type provided for in 47 CFR Part 68 for testing purposes.

Premises:

A building or buildings or contiguous property, not separated by a public highway or right-of-way.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**Price List:**

A document that sets forth Company's intrastate Service rates for Services provided in the jurisdiction where applicable, used in conjunction with this Tariff

Public Safety Answering Point (PSAP)

The answering point for a 911 call. A PSAP may be designated as Primary or Secondary, which refer to the order in which calls are directed for answering. Primary PSAPs answer first; Secondary PSAPs receive calls on a transfer basis only. Any person dialing 911 from a telephone number that is used for local exchange telephone network access and arranged to provide 911 service will be automatically connected to the appropriate PSAP for that telephone.

Service(s):

The intrastate telecommunications Services that Company offers pursuant to this Tariff and jurisdiction specific Price List.

Station:

Each telephone on a line where no telephone number associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

V & H Coordinates:

Geographic Points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

White Pages Directory Listing:

A directory listing found in the local White Pages telephone directory.

Written; In Writing:

Both "written" and "in –writing" describe materials intended to be read, either in hardcopy document form (including fax) or transmitted through electronic media. For purposes of these rules, whenever anything is required to be provided "in writing" or "in written" form" (e.g., a disclosure, a notice, or a confirmation), the requirement may be satisfied through the use of electronic media if both the Company and Subscriber parties to the communication have agreed to do so. If they have not, a tangible, hardcopy document is required. (The Company's electronic communications with customers and agreements to use electronic communications must satisfy the requirements of the federal Electronic Signatures Act, 15 USCA §§ 7001 et seq. and/or state law, as applicable.)

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company undertakes to provide Services subject to the terms and conditions of this Tariff.
- 2.1.2. Company's Services are furnished for telecommunications originating and/or terminating in any area within the Commonwealth of Pennsylvania.
- 2.1.3. Company offers Services to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.1.4. Company does not transmit messages pursuant to this Tariff, but its Services may be used for that purpose.
- 2.1.5. Company's Services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Company may, at Company's sole discretion, elect to employ third parties to perform any of its obligations under this Tariff.

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. CUSTOMER'S USE OF SERVICE**

- 2.2.1. Service may be used for any lawful purpose consistent with this Tariff and with the transmission and switching parameters of the telecommunications facilities utilized in the provision of Services.
- 2.2.2. Equipment Company provides or installs at the Customer's premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.
- 2.2.3. The Services Company offers may not be used for any unlawful purpose including initiation of unsolicited advertising calls or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by Customer.
- 2.2.4. Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common carrier, receives any payment or other compensation. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.
- 2.2.5. Service may not be used in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.
- 2.2.6. Service may not be used in any manner to annoy, abuse, threaten, or harass other persons or companies.
- 2.2.7. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.8. The Customer obtains no property right or interest in the use of any specific type of facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.
- 2.2.9. Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

SECTION 2 - RULES AND REGULATIONS, Continued**2.3. APPLICATION FOR SERVICE**

- 2.3.1. A Customer desiring to obtain Service must complete the appropriate service order form and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.3.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application for Service.
- 2.3.3. Company reserves the right to refuse an application for Service made by a present or former Customer who is indebted to Company for Service previously rendered pursuant to this Tariff until the indebtedness is satisfied. Company may also refuse an application when, in Company's sole discretion, provision of Service is precluded as set forth in this Tariff.
- 2.3.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to refuse Service on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.3.5. Where the Customer cancels an application for Service, a cancellation charge will apply as specified in the Cancellation or Modification of Service by Customer Section of this Tariff.
- 2.3.6. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. DEPOSITS**

- 2.4.1. The following establishes Company's deposit standards in accordance with [52 Pa. Code § 64.31](#).
- 2.4.2. Company may require a deposit from an applicant for new Service. A deposit may be waived if, according to Company's assessment, the applicant is a satisfactory credit risk.
- 2.4.3. Company may require a deposit from an existing Business Customer as a condition to the further provision of Service if, according to Company's assessment, the Customer has become a credit risk.
- 2.4.4. The amount of cash deposit to be collected by the Company will not exceed the estimated average two (2) month bill for basic service plus the average two (2) month toll charges for existing customers in the Applicant's exchange during the immediately preceding twelve (12) month period.
- 2.4.5. Customer's may satisfy deposit requirements as follows:
- A. In cash;
 - B. By an acceptable bank letter of credit; or,
 - C. Other forms of security acceptable to Company.
- 2.4.5. Deposits will be refunded to Business Customers at the sole discretion of Company.
- 2.4.6. When Service has been terminated or disconnected, Company will deduct any and all unpaid amounts from the deposit, and the difference will be refunded, if applicable.
- 2.4.7. Interest rates applied to Business Customers' deposits held by the Company are based on the average of 1-year US Treasury Bills for the months of September, October and November of the previous year.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. CREDIT**

2.5.1. In order to ensure payment of its charges for Service or for loss of or damage to Company property, Company may require Applicants and Customers to establish and maintain credit in accordance with 52 Pa. § 64.31. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.5.2. Company may require an Applicant or Customer to establish and maintain credit in one of the following ways:

- A. Demonstrating credit satisfactory to Company by providing information pertinent to the applicant's or Customer's credit standing
- B. Providing a suitable guarantee in writing, in a form presubscribed by Company; or
- C. Paying a cash deposit as set forth above.

Company may determine, in its sole discretion, whether a particular reference or guarantee in writing would be acceptable as a substitute for demonstrating satisfactory credit.

2.5.3. Company will extend credit to an applicant for new Service without a deposit if the applicant has verifiable previous or existing telephone service with any telephone company in the United States for at least twelve (12) months, and the payment record is made available, and the account history is satisfactory. The payment record of an account will be deemed satisfactory if all the following are met:

- A. The previous or existing service was not discontinued for nonpayment, and was not abandoned, within the past twelve (12) months; and
- B. The applicant has not been sent denial notices for previous or existing service within the past twelve (12) months; and
- C. The applicant has paid for all previous and existing service without referral to a collection agency and without a declaration of uncollectibility; and
- D. The applicant provides accurate credit information as appropriate.

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. CREDIT, Continued**

- 2.5.4. To safeguard its interests, Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's recurring charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges for a period to be set between Company and the Customer (if any). The advance payment will be credited to the Customer's initial bill. An advance payment will be required in addition to a deposit. Payments may be required in advance of furnishing any of the following services: 1) seasonal service, 2) the construction of facilities and furnishing of special equipment; and, 3) temporary service for short-term use.
- 2.5.5. Customer credit information may be exchanged between telecommunications companies and other utilities. Customer credit information will be retained for two (2) years, unless otherwise required by the Commission.
- 2.5.6. If an applicant for Service is unable to provide satisfactory credit information, Company may refuse to provide Service unless the applicant furnishes a deposit as set forth above.

SECTION 2 - RULES AND REGULATIONS, Continued**2.6. PROVISION AND MAINTENANCE OF SERVICE**

- 2.6.1. Company will use reasonable efforts to make Service available to Customers on or before a particular date, subject to the provisions and compliance by the Customer within the provisions of this Tariff. The lack of facilities or other operational impediments, including regulatory approvals, may preclude or delay provision of Service (a) in a particular location or to a particular Customer and/or (b) at any promised performance level. Actual transmission speeds and service characteristics of a Service may vary from those expected by the Customer due to such factors as the length and gauge of the line and other operational characteristics of the equipment and facilities used.
- 2.6.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.
- 2.6.3. Company will have control over the installation, rearrangement, repair, maintenance, and disconnection of all network elements owned or otherwise obtained to ensure the required level of Service. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but will not thereby alter the technical parameters of the Service provided to the Customer.
- 2.6.4. Company will use reasonable efforts to maintain the Service that it furnishes to the Customer. Company may make such tests, adjustments and inspections as may be necessary to maintain Company's Services and equipment in satisfactory operating condition. When possible, Company may, in its sole discretion, provide the Customer with reasonable notice of Service-affecting activities that may occur in the normal operation of Company business.
- 2.6.5. Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or Company's facilities or equipment. If the protective requirements of Customer-provided equipment are not being complied with, Company may take such action as it deems necessary to protect its Services, equipment, and personnel. Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, Company may take whatever additional action is deemed necessary, including the suspension of Service to protect its Services, equipment, and personnel from harm.

SECTION 2 - RULES AND REGULATIONS, Continued**2.7. MINIMUM SERVICE PERIOD**

- 2.7.1. The minimum Service period is one month (30 days). The Customer must pay the regular tariffed rate for Service for the minimum period of Service. If a Customer disconnects Service during the first month of service before the end of the minimum Service period, that Customer must pay the regular rates for the remainder of the minimum Service period. When the Service is moved within the same building, to another building on the same Premises, or to a different Premises, the period of Service at each location is accumulated to calculate if the Customer has met the minimum Service period obligation.
- 2.7.2. If Service is terminated before the end of the minimum period of Service as a result of condemnation of property, damage to property requiring the Premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for Service for the remainder of the minimum period.
- 2.7.3. If Service is transferred to a new Customer at the same Premises during the first month of Service, the new Customer assumes responsibility to meet the remainder of the minimum Service period requirements. For Services not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum Service period obligation in accordance with the terms under which the Service was originally furnished.

2.8. CUSTOMER RESPONSIBILITIES

- 2.8.1. The Customer is responsible for the payment of all charges for Service furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.8.2. The Customer is responsible for compliance with applicable regulations set forth in this Tariff.
- 2.8.3. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.

SECTION 2 - RULES AND REGULATIONS, Continued**2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.4. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company, with the exception of normal and customary deterioration due to use. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- 2.8.5. Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- 2.8.6. The Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- 2.8.7. The Customer must make arrangements or obtain permission for safe, reasonable and continuous access and right-of-way for Company employees or agents of Company to enter the Premises of the Customer or any Authorized User of the Customer at any reasonable hour for the purpose of performing Company's obligations under this Tariff.
- 2.8.8. The Customer is responsible for the payment of (a) Service charges as set forth herein and (b) charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
- 2.8.9. Customer will, at Customer's expense, provide reasonable space, power, and level of heating and air conditioning, and otherwise maintain the proper environment to operate Company's Service at Customer's or Authorized User's premises.
- 2.8.10. The Customer may not, without prior written consent of Company, which consent shall not be unreasonably withheld, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without consent will be null and void.

SECTION 2 - RULES AND REGULATIONS, Continued**2.8. CUSTOMER RESPONSIBILITIES, Continued**

- 2.8.11. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Tariff gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Tariff constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- 2.8.12. The Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

2.9. PAYMENTS AND BILLING

- 2.9.1. Service is provided and recurring Service charges billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.9.2. Non-recurring charges and charges based on actual usage are billed monthly and monthly service charges are billed in advance, except as provided in 2.9.3.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Business Customers' bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance. For purposes of Customer's who pay by mail, the date of the postmark will be considered the date of payment.
- 2.9.4. A Customer will not be liable for any late payment charge applicable to a disputed portion of that Customer's bill, so long as the Customer pays the undisputed portion of the bill and enters into bona fide negotiations to resolve the dispute on a timely basis, pursuant to Section 2.9.10.
- 2.9.5. Checks presented in payment for Services and subsequently returned to Company by the Customer's financial institution for "non-sufficient funds" or any other reason will incur a nonrecurring charge of \$25.00 per check.
- 2.9.6. A Customer will be placed on a "cash only" basis upon receipt of two (2) returned checks within a twelve (12) month period of time. "Cash only" means cashier's checks, U.S. currency, or money orders.
- 2.9.7. Receipt of a subsequently dishonored negotiable instrument in response to a notice of discontinuance will not constitute payment of a Customer's account, and Company will not be required to issue additional notice prior to discontinuance. However, three (3) banking days must be allowed for redemption of such instrument.

SECTION 2 - RULES AND REGULATIONS, Continued**2.9 PAYMENTS AND BILLING, Continued**

2.9.8. Billing disputes should be addressed to Company's customer service organization via telephone to 800.222.8122. Customer service representatives are available from 8:00 AM to 5:00 PM Central Time. Messages may be left for Customer Services outside of business hours, which will be answered on the next business day, unless in the event of an emergency which threatens Customer service.

2.9.9. Limitations of Damages and of Period for Bringing Claims - The entire liability of Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company shall be commenced more than one (1) year after the Service related to the claim is rendered. Claims applicable to overbilling against Company shall be commenced no more than two (2) years after the Service related to the claim is rendered pursuant to Section 415, U.S. Code, [47 U.S.C. § 415](#).

2.9.10. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

- A. The customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. The Customer may pay the disputed portion of the bill by the Due Date shown on the bill. However, Service will not be subject to termination if the disputed amount is not paid during the pendency of the investigation.
- C. If there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Pennsylvania Public Utility Commission for its investigation and decision. The address and telephone number of the Commission are:

Pennsylvania Public Utility Commission
Bureau of Consumer Services
400 North Street, Keystone Bldg., 2nd Floor
Harrisburg, Pennsylvania 17120
Telephone: 800.692.7380
Online Complaints: <https://www.puc.pa.gov/complaints/>

SECTION 2 - RULES AND REGULATIONS, Continued**2.10. TAXES**

Customer must pay, without limitation, all sales, use, gross receipts, excise, access, bypass, and other local, state and federal taxes, charges, fees, and surcharges, however designated, imposed on or based upon the provision, sale or use of the Services (excluding taxes on Company's net income). Such taxes may be separately stated on the applicable invoice.

2.11. ALLOWANCES FOR INTERRUPTION OF SERVICE

- 2.11.1. For the purpose of applying this provision, the word "interruption" means the inability to access Service due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, Service difficulties such as slow access, circuits busy or other network and/or switching capacity shortages.
- 2.11.2. Credit allowances will be given in accordance to this Section for interruptions of Service which are not due to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, and are subject to the general limitation of liability provisions set forth herein. Customer must notify Company of any interruptions of Service. Before giving such notice, the Customer must ascertain that the trouble is not caused by any action or omission of the Customer, and not otherwise within the Customer's control.
- 2.11.3. For purposes of computing a credit under this Section, every month is considered to have thirty (30) days. No credit will be allowed for an interruption of a continuous duration of less than twenty-four (24) hours. Company will credit the Customer for an interruption of twenty-four (24) hours or more at the following rates:
- 1) One-thirtieth (1/30) of monthly rate of each of the first three full 24-hour periods; and
 - 2) One thirtieth (1/30) of the monthly rate when service is interrupted for each full 24-hour period due to such factors as storms, fires, floods or other conditions beyond the control of the public utility.
 - 3) Two-thirtieths (2/30) of monthly rate for each full 24-hour period beyond the first three 24-hour periods.

SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION OR MODIFICATION OF SERVICE BY CUSTOMER**

- 2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. The notice must specify the date on which Service is to be discontinued.
- 2.12.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually disconnected.
- 2.12.3. If Customer cancels Service before Company completes installation of the Service and at the time of cancellation Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including installation charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.
- 2.12.4. If the Customer cancels Service after Company has completed installation, the charge set forth in this Section will apply to the extent Company has not yet recovered the costs described herein. In addition, the minimum Service period obligations described in Section 2.7. will apply regardless of whether Service has been initiated.
- 2.12.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

SECTION 2 - RULES AND REGULATIONS, Continued**2.13. SUSPENSION OR TERMINATION OF SERVICE BY COMPANY**

2.13.1. Company may immediately discontinue furnishing the Service to Business Customers without incurring liability:

- A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company
- B. If Company deems refusal or disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services
- C. For non-compliance with and/or violation of any Commonwealth or municipal law, ordinance or regulation pertaining to Service
- D. For use of Company's Services for any purpose other than that described in the application
- E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others
- F. In the event of tampering with the equipment furnished and owned by Company; or
- G. In the event of abuse or fraudulent use of Service
 - 1. Abuse or fraudulent use of Service includes:
 - a. The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge
 - b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the established charge for such Service.
- H. If Customer abandons Service

SECTION 2 - RULES AND REGULATIONS, Continued**2.13. SUSPENSION OR TERMINATION OF SERVICE BY COMPANY, Continued**

2.13.1 Continued

- I. For use of foul or profane language over the Service
- J. For impersonation of another person with fraudulent intent over the Service
- K. For nonpayment of any deposit required by the Company
- L. For violation of this Tariff, except as otherwise provided, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or advance payment, or failure to meet Company's credit requirements; or
- M. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
- N. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

- B. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information; or
- C. When necessary for Company to comply with any order or request of any governmental authority having jurisdiction.

2.13.2. The Company may continue suspension of service until all charges due have been paid and all violations have ceased. During the period of such suspension all monthly charges apply. Should the Customer comply with the Company's instructions during the suspension period, the Customer must pay the Suspended Service Restoration charge set forth in Section 4 of this Tariff in addition to all applicable monthly service charges. The Company may terminate the service without suspension of service or following suspension of service and disconnect and remove any of its equipment from the Customer's premises. If service is terminated after a suspension, the date of termination is considered to be the date service was suspended.

2.13.3. A Customer's local exchange service may only be disconnected for non-payment of noncompetitive Services regulated by the Commission. Local exchange service may not be disconnected for non-payment of toll services, voice mail, Internet, paging, charges not billed on behalf of the Company and federally imposed customer charges and taxes.

2.13.4. The termination of Service(s) by Company pursuant to this section does not relieve the Customer of any obligations to pay Company for charges due and owing for Service(s) furnished up to the time of termination. A Customer whose Service has been terminated by the Company also must pay the Service Restoration Charges. The remedies set forth herein are not exclusive, and Company is at all times entitled to all the rights available to it under law or equity.

SECTION 2 - RULES AND REGULATIONS, Continued**2.14. RESTORATION OF SERVICE**

- 2.14.1. The use and restoration of Service in emergencies may be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
- 2.14.2. 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 restored only upon the basis of application for new Service.
- 2.14.3. A Customer whose Service has been discontinued for failure to establish credit or for nonpayment of bills will be required to pay the unpaid balance due Company before Service is restored.
- 2.14.4. Whenever Service has been discontinued for fraudulent or other unlawful use, Company may, before restoring Service, require the Customer to make, at its own expense, all changes in facilities or equipment necessary to eliminate such fraudulent or otherwise unlawful uses and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.5. Any Customer whose Service has been disconnected may be required to pay Service reconnection charges equal to the initial Service Connection Charge before Service is restored.
- 2.14.6. A Customer whose Service has been suspended by the Company must pay the Suspended Service Restoration Charge in addition to all applicable monthly service charges due and owing during the period of suspension prior to Service restoration.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY**

- 2.15.1. The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions shall be limited to an amount equal to no more than the proportionate charge (based on the rates then in effect) for the service during the time in which service is affected. The extension of allowances for interruption as set forth in this Tariff is the sole remedy of the Customer, authorized user, or joint user and the sole liability of Company.
- 2.15.2. Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:
- A. Libel, slander, or invasion of privacy from material, data, information or other content transmitted over Company's facilities
 - B. Patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from (1) combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or (2) use of Services, functions, or products which Company furnished in a manner Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement
 - C. A breach in the privacy or security of communications transmitted over Company's facilities
 - D. Acts, mistakes, omission, interruptions delays, errors or defects in transmission over Company's facilities or equipment
 - E. Injuries to persons or property from voltages or currents transmitted over Company-provided facilities caused by Customer-provided equipment or Premises wire

SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued**

2.15.1. Continued

- F. The disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such disconnection of Service complied with the applicable rules and regulations
- G. Violations of the obligations of the Customer under this Tariff
- H. Defacement of or damage to Customer Premises, facilities or equipment resulting from the furnishing of Service or equipment on such Premises or the installation, maintenance, repair or removal thereof, unless such defacement or damage is caused by willful misconduct of Company's agents or employees
- I. The interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service
- J. Any lost, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents, representatives, or invitees
- K. Any delay or failure of performance or equipment due to a Force Majeure condition or any unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment
- L. Misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto
- M. Fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff

SECTION 2 - RULES AND REGULATIONS, Continued

2.15. LIMITATION OF LIABILITY, Continued

2.15.2. Continued

- N. Any act, mistake, omission fraudulent act of a third party, interruption, delay error, or defect caused by or contributed to by:
 - 1. Another company or Carrier, or its agents or employees, when the facilities or equipment of the other company of Carrier are used for or with the Service Company offers. This included the provision of a signaling system or other database by another company
 - 2. The Customer, or any third party acting as its agent, in connection with Company-provided or Customer-provided facilities or equipment, including, but not limited, the Customer's failure to take all necessary steps to obtain, install and maintain all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer to Company's network; or
 - 3. A third party.
- O. Any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- P. Any unauthorized use of the Service provided to Customer.

2.15.3. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or facilities, or the acts or omissions, acts of a third party, or the acts or omissions or negligence of Company, its employees or agents.

2.15.4. The entire liability of Company for any claim, loss, damage or expense resulting from the interruption or cessation of a Customer's service, will in no event exceed sums actually paid to Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against Company may be commenced more than one (1) year after the Service is rendered.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued**

- 2.15.5. THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECT.
- 2.15.6. The liability of Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed
- 2.15.7. 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. 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, or 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 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 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 arises out of the negligence or other wrongful act of Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - RULES AND REGULATIONS, Continued**2.15. LIMITATION OF LIABILITY, Continued**

2.15.8. With respect to Directory Listing Service:

- A. In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
- B. Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's Service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to Service affected during the period covered by the directory in which the error or omission occurs.
- C. As part of providing any private listing or semi-private listing Services, 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 which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- D. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, 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. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

2.16. NOTICES

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

SECTION 2 - RULES AND REGULATIONS, Continued**2.17. CUSTOMER PROVIDED EQUIPMENT AND INTERCONNECTION**

- 2.17.1. Customer-provided equipment on the Premises of Customer or Authorized User, the operating personnel there, and the electric power consumed by such equipment must be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with Part 68 of the FCC Rules is the responsibility of the Customer.
- 2.17.2. Customer or Authorized User must ensure 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 must be such as not to cause damage to Company-provided equipment and wiring or injury to Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury may be provided by Company at Customer's expense.
- 2.17.3. Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided equipment is connected to the facilities and equipment furnished under this Tariff, the responsibility of Company will be limited to the furnishing of Service, facilities and equipment offered pursuant to this Tariff. Beyond this responsibility, Company will not be responsible for:
- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission;
 - B. the reception of signals by Customer-provided equipment; or
 - C. network control signaling when performed by Customer-provided network control signaling equipment.
- 2.17.4. The Customer must secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with Company. In addition, the Customer must ensure that its equipment and/or system or that of its Authorized User or agent(s) is properly interfaced with Company's Service and the signals emitted into Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its Authorized User or agent(s) fails to properly maintain and operate its equipment and/or system, Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.17.5. Interconnection between the facilities or services of other carriers is governed by the applicable terms and conditions of the other carriers' tariffs.
- 2.17.6. Service furnished by Company may be interconnected with services or facilities of other authorized carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers must be provided at the Customer's expense.

SECTION 2 - RULES AND REGULATIONS, Continued**2.18. PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS**

- 2.18.1. The Customer has no property right in any telephone number or any right to continuance of Service through any particular serving office. Company may change a telephone number or a serving office designation, or both, of a Customer if required for engineering or technical reasons or whenever Company deems it desirable in the conduct of its business to do so.
- 2.18.2. Telephone numbers will not be changed as a penalty or to enforce payment for directory advertising charges.

2.19. EMERGENCY NUMBER SERVICE (911)

- 2.19.1. Emergency Number Service allows customers to reach appropriate emergency services including police, fire and medical services. The telephone user who dials the 911 number will not be charged for the call.
- 2.19.2. Emergency Number Service may be classified as one of two types: Basic service or Enhanced Service. Basic Emergency Number Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single Public Service Answering Point (PSAP) that is prepared to receive those calls. Enhanced Emergency Number Service provides certain features such as selective routing of 911 calls to a specific PSAP that is selected from the various PSAP serving Customers within that central office area. Basic and Enhanced Emergency Number Service are one-way services limited to the provision and use of the digits “9-1-1” as the Universal Emergency Telephone Number code.
- 2.19.3. For Emergency Number Service, the incumbent local exchange carrier, municipality, or government agency(ies) designated as responsible for the control and staffing of the emergency report center is referred to as the “Agency”.
- 2.19.5. All terms and conditions set forth in this Section are applicable to Emergency Number Service as defined in this Service Guide.
- 2.19.4. Emergency Number Service allows customers to reach appropriate emergency services including police, fire and medical services. The telephone user who dials the 911 number will not be charged for the call.
- 2.19.5. Emergency Number Service may be classified as one of two types: Basic service or Enhanced Service. Basic Emergency Number Service provides for routing all 911 calls originated by telephones having telephone numbers beginning with a given central office prefix code or codes to a single Public Service Answering Point (PSAP) that is prepared to receive those calls. Enhanced Emergency Number Service provides certain features such as selective routing of 911 calls to a specific PSAP that is selected from the various PSAP serving Customers within that central office area. Basic and Enhanced Emergency Number Service are one-way services limited to the provision and use of the digits “9-1-1” as the Universal Emergency Telephone Number code.

SECTION 2 - RULES AND REGULATIONS, Continued**2.19. EMERGENCY NUMBER SERVICE (911), Continued**

- 2.19.6. For Emergency Number Service, the incumbent local exchange carrier, municipality, or government agency(ies) designated as responsible for the control and staffing of the emergency report center is referred to as the “Agency”.

2.20. PROMOTIONAL OFFERINGS

Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted Service. No individual promotional offering will exceed six (6) months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer.

2.21. SPECIAL ASSEMBLY

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

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

2.22. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. The Company will maintain records of its ICBs for Commission review as conditions or circumstances may require.

SECTION 3 – DESCRIPTION OF SERVICE

3.1. APPLICATION OF RATES

3.1.1. Timing of Calls

- A. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- B. The minimum call duration for billing purposes is one minute with one-minute billing increments thereafter.
- C. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- D. There is no billing for incomplete calls.

3.1.2. Service Areas

- A. The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone PA P.U.C. No. 180A.
- B. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES**, Continued

3.1.3. Local Exchange Service Rates and Charges

A. General

The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of facilities and Services
2. Monthly Recurring Charges for availability and use of facilities; and
3. Measured or Message Usage Charges.

B. Non-Recurring Charges

Non-Recurring Charges constitute the following specific charges:

- Service Order Charge
- Record Change Charge
- Restoral of Service Charge
- Installation Charge
- Primary Interexchange Carrier and Local Primary Interexchange Carrier Change Charge

A detailed description of non-recurring charges appears in the Description of Charges section of Granite's *Telecommunications Price List Non-Recurring Charges*.

C. Monthly Recurring Charges

Monthly recurring charges are recurring charges for Service.

D. Message/Measured Usage Charges

Usage charges consist of Message Rate Charges for calls over the allowance for dial tone lines with a Limited Monthly Usage Option, and Message Rate Charges for dial tone lines without a Monthly Usage Option.

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.1. APPLICATION OF RATES**, Continued

3.1.3. Local Exchange Service Rates and Charges, Continued

E. Extended Local Area Service

Extended Local Area Service is a mandatory additive charge that offsets the costs of recent expansion to the local calling area. Add-On Local Area Rate is an extension of the local service calling area. Toll rates between specified exchanges are eliminated and calls are rated as local usage.

F. Maintenance Visit Charges

A Maintenance Visit Charge applies per visit to a Customer's premises where a service difficulty or trouble report results from the use of equipment or facilities not the responsibility of the Company.

Where a Network Interface Device ("NID") exists, if the Company is able to test for Dial Tone and the problem proves to be beyond the NID (within Customer premise) a maintenance charge is applicable. In the event there is no NID and/or the Company is unable to test for dial tone, then no maintenance charge will be assessed. In those cases where the customer has bought an inside wire maintenance warranty/plan (a non-regulated service) from the Company, no maintenance charge will be applicable regardless of the dial tone test results or whether a NID exists or not.

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. LOCAL EXCHANGE SERVICES DESCRIPTION**

3.2.1. Local Exchange Services provide a Customer with connection to Company's network, enabling the Customer, among other things, to:

- A. Originate communications to other points on Company's network;
- B. Receive communications from other points on Company's network;
- C. Access Company's Services as set forth in this and other Company tariffs;
- D. Access local, interexchange and international telecommunications services provided by other authorized carriers and the customers of such carriers to the extent such carriers are interconnected with Company's network;
- E. Access Company's business office for Service-related assistance;
- F. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
- G. Access Operator-Assisted Calling Services; and
- H. Access Directory Assistance.

3.2.2. Local Exchange Services

The Company offers Customers flat rate Service.

- A. Flat rate Service is unlimited local service within an exchange and to additional exchanges within the local service area. Flat rate charges consist of dial tone charge and charge for unlimited usage option.
- B. Extended Area Calling provides for calling on a measured rate or message rate usage basis to specified exchanges and zones located outside of a customer's Local Exchange Service local service area.

3.2. LOCAL EXCHANGE SERVICES DESCRIPTION, Continued

3.2.3. Local Exchange Services Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

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

3.2.5. Directory Assistance Service

Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing “411”. No charge will be assessed customers for the first three calls made, per line, per month. Callers may request two telephone numbers per call.

The rates specified following apply when customers request assistance in determining telephone numbers of customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA.

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. LOCAL EXCHANGE SERVICES DESCRIPTION**, Continued

3.2.6. Directory Listing Service

- A. Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published and non-listed service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service tariff schedule, subject to availability of such listing service to Company's Customers.
- B. Listing must conform to the Company's specifications with respect to directories. The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or identification of the customer is not impaired thereby. When more than one line is required to properly list the customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, or any listing which, in the caution of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- D. One listing, termed the primary listing, is provided without additional charge in connection with each Customer's service. When the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted.
- E. A residential dual name primary listing is comprised of a surname, two first names, address and telephone number. A residence dual name primary listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.
- F. In connection with business and residence service, regular additional listings are available only in the names of authorized users of the Customer's service.
- G. Business additional listings are not permitted in connection with residence service.
- H. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.
- I. Where identical listings of the same name involve telephone numbers for different areas of the metropolitan area, such duplicate listings may appear in each alphabetical list in which any one of the listings would normally be listed, at no additional charge.

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. LOCAL EXCHANGE SERVICES DESCRIPTION, Continued

3.2.7. Non-listed and Nonpublished Telephone Service

- A. Non-listed telephone service will be furnished, at the Customer's request, providing for the omission or deletion of the customer's telephone listing from the applicable incumbent local exchange carrier's telephone directory. Such listings will be carried in the applicable incumbent local exchange carrier's directory assistance and other records and will be given to any calling party.
- B. Nonpublished Telephone Service

Nonpublished telephone service will be furnished, at the Customer's request providing for the omission or deletion of the customer's telephone listing from the applicable incumbent local exchange carrier's telephone directory and, in addition, the customer's telephone listing will be omitted or deleted from directory assistance records. However, such information, along with call forwarding information from such numbers, will be released in response to legal process or to certain authorized governmental agencies
- C. Non-listed and Nonpublished charges, as specified in Section 4 of this Service Guide, are not applicable to Service furnished to a customer for data service where there is no voice use contemplated.

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. LOCAL EXCHANGE SERVICES DESCRIPTION**, Continued

3.2.8. Operator Assistance Service

A Customer may obtain the assistance of an operator to complete calls in the following manner. Surcharges will be applied on a per call basis for the following operator assisted services:

- A. Third Number Billing provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.
- B. Collect Calls provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.
- C. Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.
- D. Operator Dialed provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. LOCAL EXCHANGE SERVICES DESCRIPTION**, Continued

3.2.9. Specialized Operator Services

- A. Upon request, subject to technical limitations, the Company will provide Customers with access to an operator who will verify that a conversation exists on a line (Busy Line Verification) and who will interrupt a communication in progress to announce that someone is trying to call (Line Service Interrupt).
- B. Busy Line Verification with Interrupt provides the Customer with the option to request operator verification of whether a specific line is busy or inoperative.
- C. Line Service Interrupt provides the Customer with the option to request operator interruption of a line that is in use, primarily for emergency situations.
- D. Charges may be billed to a Calling Card number, to a Third Number or Sent Paid. Requests may not be designated Person-to-Person or billed as Collect Calls.
- E. No charge will apply if, during the line verification, such verification indicates that a trouble condition exists necessitating repair of Company equipment or facilities.
- F. Charges for Specialized Operator Services are not applicable to calls to the operator from official public emergency agencies when the request is received on the agency's line from agency personnel.
- G. Charges for Specialized Operator Services are not applicable to calls to the operator from individuals who identify that the request is to an official public emergency agency, an emergency medical service, or a privately endowed and operated alcohol, drug, run-away or suicide crisis reporting center.
- H. Charges for specialized operator services may be waived by the operator for calls from individuals who have an emergency where life and/or property are in danger.

Competitive Local Exchange Carrier

SECTION 4 - SERVICE CHARGES

4.1. SERVICE CHARGES

4.1.1. Non-Recurring Charges

Service Order Charge	\$15.00
Service Restoration Fee	\$35.00

4.1.2. Local Exchange Service

Monthly

Commercial Access Line, including first 1,500 minutes, per line	\$42.25
Additional minutes exceeding 1,500 minutes, per minute	\$0.015
Custom Feature Service Line Charge	\$7.50
Account Charge	\$0.50
Directory Listing	
Non- Published number	\$7.50
Additional Listing	\$7.50
Foreign Listing	\$7.50
Directory Assistance, per call	\$2.29

SECTION 4 - SERVICE CHARGES, Continued**4.2. TAXES AND SURCHARGES**, Continued

4.2.1. Telecommunications Relay Service Surcharge

The Pennsylvania Telecommunications Relay Service (PA TRS) is a relay telecommunications service for the deaf, hard of hearing, hearing and/or speech disabled population of the Commonwealth. The PA TRS is mandated by the Americans with Disabilities Act of 1990 to provide functionally equivalent telephone services that are available to other U.S. citizens, at no additional cost. The PA TRS includes both traditional relay (devices such as Teletypewriters (TTY) and Telecommunication Devices for the Deaf (TDD)) and captioned telephone voice-carry-over relay services (captioned telephone). These relay services permit telephone communications between individuals with hearing and/or speech disabilities, who must use a TTY, TDD or captioned telephone, with individuals having normal hearing and speech. Additionally, 711 abbreviated dialing is available to access the PA TRS. The Company's switching equipment is arranged to translate the "711" calls to the assigned toll-free number, (888) 895-1197, in order to route calls to the Telecommunications Relay Service Provider, in accordance with the Pennsylvania Public Utility's Order entered on February 4, 2000 at Docket No. M-00900239.

In addition to the charges provided the Company's Tariff, a surcharge will apply to all residence and business access lines served by the Company. This surcharge applies regardless of whether the access line uses the PA TRS. This surcharge serves as the funding vehicle for the operation of the PA TRS, Telecommunications Device Distribution Program and the Print Media Access Service Program and shall be calculated by the Pennsylvania Public Utility Commission (the Commission).

The Commission shall compute the Pennsylvania Relay Service Surcharge each year and notify local exchange carriers of the surcharge amount to be applied for the twelve-month period commencing with July 1, of each year.

The Commission may revise the surcharge more frequently than annually at its discretion.