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## **A2. GENERAL TERMS AND CONDITIONS**

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.1 Application

- A. The *terms and conditions* specified herein are applicable to all communication services offered in this *Guidebook* by BellSouth Telecommunications, Inc., hereinafter referred to as the Company. Additional *terms and conditions*, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this *Guidebook*. (T)
- B. Service to Century, Florida is provided by BellSouth Telecommunications, Inc. from the Flomaton, Alabama, exchange. *Terms, conditions* and rates applicable at Century are as specified in this *Guidebook*. (T)

### A2.2 Limitations and Use of Service

#### A2.2.1 Use of Subscriber's Service

- A. Restricted to Authorized Users  
Telephone equipment, facilities, and services are furnished to the subscriber for use by the subscriber.
  - 1. The subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service:
    - a. Members of the subscriber's domestic establishment;
    - b. Employees, agents, or representatives of the subscriber;
    - c. Members of clubs at the specified club locations;
    - d. Patients of hospitals at those establishments;
    - e. Occupants of licensed Nursing Homes, licensed Adult Congregate Living Facilities, or licensed continuing care facilities or facilities certified in accordance with the National Housing Act at those establishments;
    - f. Students living in quarters furnished by the school, college, or university which subscribes to the service;
    - g. Persons temporarily subleasing the subscriber's residential premises;
    - h. Transient public in connection with the use of reservation service at airport terminals for use by the general public;
    - i. Exhibitors in exhibition halls authorized to use the subscriber's service on a temporary basis, not to exceed 30 days, at those locations;
    - j. Businesses located at the airport terminal and engaged in airport operations for the subscribing airport's local service extended for the proper functioning of the airport.
- B. Resale of Service  
Unless otherwise specified, service furnished by the Company is intended only for communications in which the subscriber has a direct interest. However, most services specified in this *Guidebook* are available for resale, except as otherwise noted *in this Guidebook* and/or in the Alternative Local Exchange Carriers' (ALECs) resale agreements, by the ALECs and subject to the terms and conditions specified in this *Guidebook*. (T)

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.2 Limitations and Use of Service (Cont'd)

#### A2.2.1 Use of Subscriber's Service (Cont'd)

- C. Hotels or motels may provide business flat or message rate telephone service to their guests or patrons.
- D. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- E. Traffic Reports as described in A32.1.4.B. may be requested at no charge for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the customer. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability.
- F. No subscriber may use any service listed in any part of this *Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

(T)

#### A2.2.2 Establishment of Identity

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

#### A2.2.3 Reserved for Future Use

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.2 Limitations and Use of Service (Cont'd)

#### A2.2.4 Accessories Provided by the Subscriber

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this *Guidebook* are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

(T)

#### A2.2.5 Broadcast of Recordings of Telephone Conversations

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the provisions set forth in Section A15.

(T)

#### A2.2.6 Recorded Public Announcements

- A. Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:
1. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the currently distributed telephone directory.
  2. Subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
  3. Private telephone numbers will not be furnished for use with recorded public announcements.
  4. Failure to comply with the provisions of this *guidebook* shall be cause for termination of the service.

(T)

#### A2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions. In addition, when deemed necessary by the Company to prevent degradation of its general telephone service, arrangements which are designed to limit the volume of calls directed beyond a central office in which such calls originate may be used by the Company. The Company will incur no liability for not forwarding such calls.

#### A2.2.8 Transmitting Messages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.



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## A2. GENERAL TERMS AND CONDITIONS

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### A2.2 Limitations and Use of Service (Cont'd)

#### A2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

#### A2.2.10 Cancellation of Service for Cause

- A. The Company may without notice, or with notice and allowing a reasonable time for the customer to remedy any deficiency, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

1. Without Notice

- a. Abandonment of the service.
- b. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
- c. Abuse or fraudulent use of service. Abuse or fraudulent use includes:
  - (1) 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 the charge applicable for the service;
  - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone 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 regular charge for such service;
  - (3) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

2. With Notice

The reason(s) for such suspension or termination shall be specified in the written notice.

- a. Failure of a subscriber to make suitable deposit as required by this *Guidebook*.
- b. Impersonation of another with fraudulent intent.
- c. Nonpayment of any sum due for exchange, long distance or other services, except that the following shall not constitute sufficient cause for suspension or termination of service :
  - (1) Delinquency in payment for service by a previous occupant of the premises, unless the current customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and shall benefit from such current service.

(T)

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.2 Limitations and Use of Service (Cont'd)

#### A2.2.10 Cancellation of Service for Cause (Cont'd)

##### A. (Cont'd)

##### 2. With Notice (Cont'd)

c. Nonpayment of any sum due for exchange, long distance or other services, except that the following shall not constitute sufficient cause for suspension or termination of service : (Cont'd)

- (2) Failure to pay for business service at a different location and telephone number shall not constitute grounds for suspension or termination of residence service or vice versa.
- (3) Nonpayment of a bill of another customer as guarantor thereof.
- (4) Nonpayment of administrative charges as provided in A2.4.3.B.
- (5) Delinquency in payment for service by a present occupant who was delinquent at another address and subsequently joined the household of the subscriber in good standing.
- (6) Delinquency in payment for separate telephone service of another subscriber in the same residence.

Residential customers whose telephone services have been temporarily denied for nonpayment will continue to have access to 911 Service (outgoing service only).

- d. Use of service or facilities for calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
- e. Any other violation of the Company's *terms and conditions* applying to subscriber's contracts or to the furnishing of service.
- f. Use of a service for the purpose of performing any service in competition with the local exchange service which the Company may now or hereafter furnish.
- g. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- h. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this General Exchange Guidebook, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

(T)

### A2.3 Establishment and Furnishing of Service

#### A2.3.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this guidebook provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment and Furnishing of Service (Cont'd)**

#### **A2.3.1 Availability of Facilities (Cont'd)**

- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the *terms and conditions* as set forth in Section A5. "Charges Applicable Under Special Conditions," except as otherwise specified.

(T)

#### **A2.3.2 Flat, Message and Measured Rate Services**

- A. Residence subscribers who have two or more exchange lines in their home may elect to receive different types of service (e.g. flat rate services and measured type services) on these lines. The lines may be equipped with any combination of the service options available in their exchange.

Generally, a combination of different types of business services, i.e. any service which includes flat rate service to all or part of its local service area and any service which applies usage rates to all originated messages, will not be furnished to the same subscriber at the same business location. Different subscribers at the same business location, even in the same office, may each subscribe to a different type of service so long as each has a different account and the subscribers do not share a communication or other key-type system. Business subscribers may combine the services listed below with any other services at the same premises.

1. Hotel and hospital service, as specified in Section A11., where flat rate service may be furnished for the exclusive use of the hotel or hospital management when used in combination with message rate service for the hotel or hospital stations. Flat rate service may be provided in guests' or patients' rooms, in lieu of message rate service, in addition to flat rate service for administrative management use in hotels and hospitals. (Regardless of the type of service the hotel or hospital subscribes to, a guest or patient using the station as a place of residence may subscribe individually to flat rate service);
2. Premises where payphone stations may properly be located;
3. Nonadministrative lines connected to secretarial service facilities and not furnished with outward service;
4. Foreign Exchange Service;
5. Back-Up Line Service;
6. Toll trunk service (toll terminals);
7. Access line services which are not part of the primary voice system at a location and are used for facsimile copy transmission only, for computer data transmission only, for electronic transmission of medical information only, for access to an automatic attendant or voice mail system only, or for contingency or temporary use only during service outages of the primary system.

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Business subscribers of Sharing and Resale of Telephone Services shall be allowed to mix as specified in A23.1.1.D.

#### **A2.3.3 Reserved For Future Use**

#### **A2.3.4 Reserved for Future Use**

#### **A2.3.5 Application for Service**

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with the rates, charges, *terms and conditions* from time to time in force and effect.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.5 Application for Service (Cont'd)

- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness, except that failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness. The reason(s) for such refusal will be specified to the applicant in a written notice.
- C. An applicant may not be refused service because of the reasons iterated in Paragraph A2.2.10.A.2.d for which service may not be suspended or terminated.
- D. If telephone service is established and it is subsequently determined that either condition in B. above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- E. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.
- F. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is delayed in excess of six (6) weeks by or at the request of the subscriber, charges as specified in Section A5.3.2 may apply for such equipment for the period of the delay.
- G. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he may be required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- H. If a subscriber engages in activities that the Company determines to be degrading to the overall operation of its network and/or interferes with the use of the Company's services by other subscribers, the Company may make appropriate arrangements in its network to alleviate such service degradation or interference. The subscriber causing the degradation or interference shall be required to reimburse the Company for any recurring or nonrecurring charges associated for the arrangement. In the event that such an arrangement is not deemed feasible by the Company, the Company may disconnect the subscriber's service without notice if, in the Company's sole opinion, such disconnect is warranted to alleviate the above condition.

#### A2.3.6 Application of Rates for Business and Residence Service

- A. In general business rates apply at business locations and residence rates apply at residence locations, as illustrated and qualified by the situations described in B. or C. following.
- B. Business rates apply for:
  1. Offices, stores, factories, mines and all other places of a strictly business nature.
  2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions. For the purpose of this *Guidebook*, a boarding house is defined as a structure where rooms are rented or boarders taken.
  3. Service terminating solely on the secretarial facilities of a telephone answering bureau.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.6 Application of Rates for Business and Residence Service (Cont'd)

**B.** Business rates apply for: (Cont'd)

4. Service listed in *the Company's* business telephone directories or in the business section of the Company White Pages Directory or listed as a business in a combined residence/business Company White Pages Directory. (T)
5. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.
6. Unlimited Calling Plan service which is consolidated from separate locations and may include eligible residential intrastate intraLATA usage.

**C.** Residence rates apply for:

1. Individual lines which terminate at a private residence location where a business listing is not employed in the Company's telephone directory. See Section A3. for the quantity of residence service lines allowed in rotary or hunting at a private residence location.
2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.
3. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.
4. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.

**D.** If a subscriber's service changes from business service to residence service, the telephone number will normally be changed. Reference of calls will normally not be provided regardless of how long existing directories will remain in effect. Service charges, which apply for such changes, are quoted in Section A4.

The business telephone number may be continued for the residence service only if all the facts indicate that the service is no longer to be used substantially for business purposes.

**E.** Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4.

**F.** Customers identifying themselves as amateur radio operators, licensed under Part 97 of the Federal Communications Commission (FCC) Rules and Regulations, will be charged business rates at business locales and residence rates at residence locales. This includes Amateur Radio Emergency Service (ARES), Radio Amateur Civil Emergency Service (RACES) and Military Affiliate Radio System (MARS) individual or club requests. The Company expects that the access line will be employed to connect amateur radio transmitters and receivers to the Company's telephone network for Control Line, Phonepatch, and/or Autopatch purposes. Although the FCC prohibits the transmission of business communications by an amateur radio station (Para. 97.110), this rule does not negate the application of the appropriate business or residence classification of telephone access lines.

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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.7 Transfer of Service Between Subscribers

- A. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge *terms and conditions*, and may be arranged for in either of two ways: (T)
  - 1. If the new subscriber, fully understanding the *terms and conditions* governing the service and the status of the account willingly assumes all obligations thereunder, then future bills will be rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing. (T)
  - 2. If the new subscriber does not wish to assume payment of the old account a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.
- B. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company a change in the telephone number is not required.
- C. When in the judgment of the Company a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.

#### A2.3.8 Initial Service Periods

- A. Unless otherwise specified, the rate for all services offered in this *guidebook* are monthly rates and the initial service period is one month commencing with the date of installation of the service. (T)
- B. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this *guidebook* containing the service offered except for those services provided for under Plan 1 and Plan 2 in other sections of this *Guidebook*. (T)
- C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

#### A2.3.9 Floor Space, Electric Power and Operating at the Subscriber's Premises

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Suitable power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

#### A2.3.10 Provision and Ownership of Equipment and Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this *guidebook*, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, upon termination or cancellation of the service, to remove such equipment, instruments and lines. (T)

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment and Furnishing of Service (Cont'd)**

#### **A2.3.10 Provision and Ownership of Equipment and Facilities (Cont'd)**

- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except as expressly provided in this *Guidebook* or upon the written consent of the Company. (T)
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

#### **A2.3.11 Provision and Ownership of Directories**

Telephone directories distributed from time to time by the Company remain the property of the Company, shall not be mutilated and shall be surrendered upon request. No binder, holder, insert or auxiliary cover or attachment of any kind not furnished by the Company shall be attached to the directories owned by the Company, except that this prohibition shall not apply to a subscriber-provided binder, holder, insert, or auxiliary cover which is not so attached as to impede reference to essential service information or otherwise interferes with service.

Each subscriber served by a directory shall be furnished one copy of that directory for each exchange access line. When requested by the subscriber, a reasonable number of additional directories may be provided and no charge will apply. (T)

#### **A2.3.12 Provision and Ownership of Telephone Numbers**

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

#### **A2.3.13 Maintenance and Repairs**

All ordinary expense of maintenance and repairs, unless otherwise specified in this *guidebook*, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition. (T)

#### **A2.3.14 Company Facilities at Hazardous or Inaccessible Locations**

Where new or additional service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the conditions involved. (T)

Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of *Company* ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify *the Company* of this fact at the time its order for service is placed. *The Company* makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly to meet location specific requirements. (T)

The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the customer shall submit its proposed design and equipment specifications to *the Company* for *the Company's* approval prior to installation of *Company* service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of *the Company's* service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold *the Company*, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer. (T)

*The Company* reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided. (T)

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of new or additional service ordered from *the Company*. (T)

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment and Furnishing of Service (Cont'd)**

#### **A2.3.15 Work Performed Outside Regular Working Hours**

Except as expressly provided in this *Guidebook*, the rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

(T)

#### **A2.3.16 Suspension of Business and Residence Service**

##### **A. General**

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of existing service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
2. When the period of suspension for residence service is less than one month, or more than nine months in any calendar year the regular charges for the full month of service shall apply for that period of less than one month or more than nine months.
3. When the period of suspension for business services is less than one month or more than six months in any calendar year, the regular charges for the full month of service shall apply for that period of less than one month or more than six months except for certain subscribers as specified in B.2.b. following.
4. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
5. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a service which is suspended may be referred to the call number of another service in the same or a distant exchange.
6. The charge for the total suspension period may be collected in advance.
7. There is no reduction in the charge for foreign central office line mileage, foreign exchange line mileage, or tie line services during the period of suspension.
8. No allowance is made in the charges for additional listings or joint user service except when the service under the main contract is temporarily suspended.
9. There is no reduction in the recurring charge for Back-Up Line during the suspension period.



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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.16 Suspension of Business and Residence Service (Cont'd)

##### B. Application Of Charges

##### 1. Residence Service

- a. Except as provided in service-specific *guidebook* sections, the charge for residence basic exchange line service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4. (T)
- b. The minimum charge per suspension is two times the residence suspend rate except as provided in 2. below.
- c. **(DELETED)** (D)

##### 2. Business Service and Residence PBX Service

- a. Except as provided in service-specific *guidebook* sections and as modified in b. through d. following, the charge for business basic exchange line service, residence PBX trunk service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange lines or trunks will be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4. (T)
- b. The minimum charges for any calendar year shall be three-fourths of the regular annual rate except where the subscriber is an emergency oriented organization which satisfies the conditions listed following:
  - 1. The primary mission of the emergency organization is the preservation of life or property;
  - 2. The organization is government funded;
  - 3. The use of the suspended service is limited to emergency situations and kept on a standby basis during testing by the subscriber.
- c. The monthly charge and the minimum charge for suspension of Centrex-CO dormitory stations, or any part billed on the same account is the same as that specified in Paragraph A2.3.16.B.1.
- d. Suspension of service is not permitted for services or items provided under either rate Plan 1 or Alternate Plan 1 of other sections of this *guidebook*. Systems or items provided under Plan 2, however, may be suspended under the provisions stated above. (T)

#### A2.3.17 Termination of Service

##### A. Termination Of Service By The Company

- 1. Violation of any of the *terms and conditions* contained in this *Guidebook* on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service. (T)

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment and Furnishing of Service (Cont'd)**

#### **A2.3.17 Termination of Service (Cont'd)**

**A.** Termination Of Service By The Company (Cont'd)

2. When the service is terminated on the initiative of the Company because of violation of its *terms and conditions* by the subscriber, the *terms and conditions* stipulated below for termination of service at the subscriber's request apply. (T)
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

**B.** Termination Of Service At The Subscriber's Request

1. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

#### **A2.3.18 Ringer Limitations**

- A.** Except as provided herein, the capability to activate one ringer is provided for each access line.
- B.** The number of ringers directly connected to the access line is limited to four per access line.

#### **A2.3.19 Reserved for Future Use**

#### **A2.3.20 (DELETED)**

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.21 Connection with Miscellaneous Common Carriers

##### A. Application

1. Service is available to and from customers of miscellaneous common carriers through connecting facilities provided by the Company in accordance with the provisions as set forth in 2. through 5. following.
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications service, the Company will, at the miscellaneous common carrier's request, extend and physically connect its facilities with those of the miscellaneous common carrier for the purpose of interchanging intrastate traffic in connection with the miscellaneous common carrier's Domestic Public Land Mobile Radio Services (as defined in Part 22 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:
  - a. Two-Way Mobile Traffic  
The Company will extend and connect its facilities between any telephone exchange whose rate center is located in the miscellaneous common carrier's Reliable Service Area (as defined in Part 22 of the FCC Rules) and the miscellaneous common carrier's control point(s) or communications system serving that Reliable Service Area.
  - b. One-Way Signaling Traffic  
The Company will extend and connect its facilities between any telephone exchange within which a signaling receiver is served by the miscellaneous common carrier's system and the miscellaneous common carrier's control point(s) or communications system serving that system.
3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area to a landline telephone or mobile unit in another Reliable Service Area.
4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the miscellaneous common carrier for the purpose of connection and interchanging traffic are set forth in various intercarrier agreements between the Company and the miscellaneous common carriers or in the *guidebooks* of the Company as appropriate. Where the state franchise area or state authorization of the miscellaneous common carrier is different from the Reliable Service Area the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment and Furnishing of Service (Cont'd)**

#### **A2.3.21 Connection with Miscellaneous Common Carriers (Cont'd)**

##### **A. Application (Cont'd)**

5. The connection and interchange of traffic as set forth in 1 through 4 preceding does not constitute a joint undertaking with the miscellaneous common carrier for the furnishing of any service.

#### **A2.3.22 Reserved for Future Use**

### **A2.4 Payment Arrangements and Credit Allowances**

#### **A2.4.1 Advance Payments**

- A.** An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.
- B.** The amount of the advance payment is credited to the customer's account on the first bill rendered under the contract.

#### **A2.4.2 Credit and Deposits for Applicants**

- A.** The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit or pay a cash deposit as set forth in the following:
  1. Credit will be deemed to be established if:
    - a. The applicant for service has been a customer of any telephone utility within the last two years and during the last 12 consecutive months of service did not have more than two occasions in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment.
    - b. The applicant for service furnishes a guarantor satisfactory to the Company, to secure payment of bills for service requested. A satisfactory guarantor shall, at the minimum, be a customer with a satisfactory payment record.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **A2.4.2 Credit and Deposits for Applicants (Cont'd)**

- A. The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit, or pay a cash deposit, as set forth in the following: (Cont'd)
1. Credit will be deemed to be established if: (Cont'd)
    - b. (Cont'd)

A guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor meets the requirement of A2.4.2.C.2 following. Guarantors providing security for payment of residential customers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty.
    - c. The applicant furnishes an irrevocable letter of credit from a bank or surety bond.
  2. A cash deposit for local exchange service and toll service may be required of an applicant, if satisfactory credit is not established, in an amount not to exceed the charges for one month's local exchange service plus the Company's estimate of two months' long distance service. An additional amount of deposit for a reasonable amount may be required where the Company provides terminal equipment or special arrangements: having a termination liability; carrying any requirement that the customer continue to subscribe to the equipment or arrangement for more than one month; or requiring the customer to pay an amount greater than one month's billing upon disconnection in whole or in part.

B. New Or Additional Deposits For Existing Subscribers

The Company may require, upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Provided, however, that the total amount of required deposit should not exceed twice the actual average monthly toll billing plus one month's local service charge for the 90 day period immediately prior to the date of notice. In the event the customer has had service less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. When the Company has good reason to believe payment by a nonresidential customer is in jeopardy and the usage is significantly above normal for that customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48 hours, the Company may discontinue service.

Should the Company determine that credit information given by a customer is false or materially incorrect, the Company may immediately require the customer to pay a new or additional deposit equal to the deposit which would have been charged at the time of the request for service had the correct credit information been given by the customer.

C. Refund Of Deposits

1. If, after 90 days' service, the actual initial deposit is found to be greater than an amount equal to one month's local exchange service plus two months' actual average toll service, plus an amount related to the deposit amount covering terminal equipment or special arrangements as specified in paragraph A2.4.2.A.2. above, the Company shall, upon demand of the subscriber, promptly refund the difference. Deposits covering terminal equipment or special arrangements shall normally be retained in whole or in part during the period such equipment or arrangement is in service.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **A2.4.2 Credit and Deposits for Applicants (Cont'd)**

**C. Refund Of Deposits (Cont'd)**

2. After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit providing the customer has not in the preceding 12 months (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing or delivery by the Company) (b) paid with a check refused by a bank, (c) been disconnected for nonpayment or at any time (d) used service in a fraudulent or unauthorized manner. The Company may elect to return a deposit to a residential customer in less than 23 months.

Deposits of business customers may be refunded, in whole or in part, at the option of the Company at any time.

When a business customer qualifies under the same conditions as specified for residential customers preceding, the Company may at its option refund the deposit in whole or in part, or pay the higher rate of interest specified in A2.4.2.D. following.

3. Upon termination of service, the deposit and accrued interest may be credited by the Company against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than 45 days after service is discontinued.

**D. Interest On Deposit**

All deposits required by the Company shall bear interest at 6 percent per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six months. Interest prior to June 1, 1963 is computed on a simple interest basis; from June 1, 1963 to April 1, 1969 it is compounded annually. Subsequent to April 1, 1969 the deposit interest shall be simple interest in all cases and settlement of the interest shall be made annually, either in cash or by credit on the current bill.

The Company shall pay an interest rate of 7 percent per annum on deposits of business customers qualifying under A2.4.2.C.2 preceding when the Company elects not to refund such deposit after 23 months.

**E. Receipt For Deposit**

A nontransferable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after 90 days' service, the subscriber is entitled to refund of any deposit over and above an amount equal to one month's local service plus two months' actual average toll service.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.2 Credit and Deposits for Applicants (Cont'd)

F. Responsibility For Payment

The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

(T)

#### A2.4.3 Payment for Service

- A. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the subscriber is the result of a Company mistake, the Company may not backbill in excess of twelve (12) months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.
- B. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.

Payment for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.

1. A charge of twenty-five dollars (\$25.00) or five percent (5%) of the face value of the check, whichever is greater, will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.<sup>1</sup>

**Note 1:** Nonpayment of this charge will not constitute sufficient cause for interruption or cancellation of service.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.3 Payment for Service (Cont'd)

- C. A Late Payment Charge of *six* dollars and fifty cents (\$6.50) for residence subscribers and a Late Payment Charge of fifteen dollars (\$15.00) for business subscribers will be applied to each subscriber's bill, (including amounts billed in accordance with the Company's Billing and Collections Services) when the previous month's bill has not been paid in full prior to the next billing date.

This Guidebook shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. The Late Payment Charge for Federal Government customers will be in compliance with the Federal Acquisition Regulations Clause 52.232-25 – Prompt Payment.

- D. Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge applicable for restoration of service as provided in Section A4.
- E. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- F. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- G. Bills for service shall not be considered delinquent prior to the expiration of fifteen (15) days from the date of mailing or delivery by the Company. However, the Company may demand immediate payment under the following circumstances:
1. Where service is terminated or abandoned.
  2. Where toll service is two (2) times greater than the subscriber's average usage as reflected on the monthly bills for the three (3) months prior to the current bill or, in the case of a new customer who has been receiving service for less than four (4) months, where the toll service is twice the estimated monthly toll service.
  3. Where the Company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that subscriber.

H. Toll Credit Limit (TCL)

Toll Credit Limit (TCL) is an interim phase of toll denial in lieu of local service denial. It offers subscribers the option of toll restriction while paying a deposit or an overdue bill balance on an installment basis.

1. The Toll Credit Limit process shall apply for subscribers requesting new service with no outstanding bill balance, subscribers requesting new service with unpaid balances from previous service, and for existing subscribers with overdue outstanding charges.
  - a. New Service With No Outstanding Charges For Previous Service  
When the Company deems it necessary for a subscriber requesting new service to pay a deposit and the subscriber is unable to pay the deposit in full, the subscriber may be allowed to pay the deposit in up to four (4) installments if the subscriber agrees to a full toll restriction of the service, at no charge, until the deposit is paid in full.  
An arrangement may be made to waive the deposit if the subscriber chooses to have a full toll restriction on the requested service until satisfactory credit has been established.
  - b. New Service With Outstanding Charges For Previous Service  
Residence subscribers requesting new service who have outstanding charges from previous service with the Company, which have not yet been referred to an outside collection agency, will be allowed to select full toll restriction of the service until the charges are paid in full. These subscribers can make arrangements to pay the charges in up to four (4) installments.



**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

**A2.4.3 Payment for Service (Cont'd)**

**H. Toll Credit Limit (TCL) (Cont'd)**

1. (Cont'd)

c. Existing Service

Residence subscribers with overdue bill balances who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the charges are paid. These subscribers may arrange to pay the outstanding balance in up to four (4) installment payments.

**I.** Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the overdue charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the overdue charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4.

**J. Miscellaneous Fees Associated With Payments**

1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee may apply for each instance of payment of outstanding charges when authorized by the subscriber by telephone (whether such telephone call was initiated by the subscriber or by the Company) and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website ([www.att.com](http://www.att.com)), telephone payments utilizing an Integrated Voice Response Unit (IVRU), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

(T)

a. Rates and Charges

(1) Per Telephone Request

	<b>Rate</b>	<b>USOC</b>
(a) Residence	<b>\$5.00</b>	<b>NA</b>
(b) Business	<b>5.00</b>	<b>NA</b>

**A2.4.4 Allowance for Service Outages**

When the use of service or facilities furnished by the Company becomes unavailable due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, for the service and facilities rendered useless and inoperative by reason of the service outage during the time the outage continues in excess of twenty-four (24) hours from the time it is reported to or detected by the Company, except as otherwise specified in this *guidebook*. The adjustment shall not be applicable for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work. For the purpose of administering this *term and condition*, every month is considered to have thirty (30) days.

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.4 Payment Arrangements and Credit Allowances (Cont'd)****A2.4.5 Provision for Certain Local Taxes and Fees**

When a municipality or political subdivision of the state charges the Company any license, occupational, franchise, inspection or other similar tax or fee, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, the aggregate amount of such taxes and fees will be billed, insofar as practical, pro rata to exchange subscribers receiving service in the municipality or political subdivision.

**A2.4.6 Provision for Certain Local Ordinance Costs**

When the Company by virtue of its compliance with a municipal or county ordinance, incurs significant costs that would not otherwise normally be incurred, all such costs shall be billed, insofar as practical, pro rata, per exchange access line, to those subscribers receiving exchange service within the municipality or county as part of the price for exchange service.

An estimated monthly amount of such costs shall be billed to the affected subscribers each month and an adjustment to reconcile these estimates to the actual costs incurred for the six month periods ending June 30 and December 31 of each year shall be applied.

Charges for permits, licenses or fees required by governing authorities for installing any telephone wire in a building will be billed by the Company to the requesting party.

**A2.4.7 Reserved for Future Use**

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.8 Variable Term Payment

- A. In the event that all or any part of the service is disconnected at the customer's request prior to the expiration of any selected payment period of greater than one month's duration, the customer will be required to pay the applicable termination charge as stated in the Access Service Tariff, the Private Line *Guidebook* and this *Guidebook*. The *guidebook* provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

(T)

1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation.

Absent any official statute, ordinance, policy directive, or constitutional provision, the customer shall be responsible for the termination charges.

Nonrecurring charges from Section A4. and from the specific *guidebook* section for the contracted service, associated with the establishment of the contracted service that has been deferred over the life of the payment plan, shall be due immediately and in full at the time of disconnect of the service in accordance with the *guidebook* for the affected service.

(T)

#### A2.4.9 Reserved for Future Use

#### A2.4.10 Payment Plans for Contract Services

##### A. General

1. The *terms and conditions* specified herein are applicable to specific services as indicated in each service's respective section of this *Guidebook*.
2. Services furnished under the Payment Plans for Contract Services (PPCS) are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as noted herein.
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period.

(T)

(T)

Payment periods for services provided under PPCS will be described in the services' specific *guidebook* section. The following is an example of payment periods offered.

- a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
- b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
- c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months.

##### B. Application of Rates and Charges

1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases, however, decreases for any rate element will automatically flow through to the customer. Effective with this *Guidebook*, customers under a PPCS arrangement will be billed the lower of their existing PPCS rates or the current PPCS rates for their service arrangement.
2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service charge will not be applicable for such renewals or changes to the payment period.

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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans for Contract Services (Cont'd)

##### B. Application of Rates and Charges (Cont'd)

3. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are filed elsewhere in this *Guidebook*. (T)
4. Customer requests for inside moves of service will not affect the contract period.
5. A change in jurisdiction will not constitute a disconnect of service provided the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new PPCS arrangement is for the same customer at the same location for the same capacity service.

##### C. Termination Liability Charge

1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *Guidebook*. (T)

##### D. Additions

1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in B. preceding.
2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in E. following.

##### E. Disconnects

1. When a service or rate element, included under a PPCS arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in the rate *terms and conditions* in this *Guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
2. When a *guidebook* service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction Termination Liability Charges will not apply when: (T)
  - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
  - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
  - the service orders are for the same customer at the same location.

##### F. Moves of Equipment

1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *Guidebooks* are applicable. This type movement will not affect the contract period. (T)

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **A2.4.10 Payment Plans for Contract Services (Cont'd)**

**F. Moves of Equipment (Cont'd)**

2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

**G. Requests for Changes in Length of Optional Payment Period**

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
  - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) No termination charge applies for the remaining portion of the former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.
  - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) A termination charge applies for the remaining portion of former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.

**H. Renewal Options**

1. The customer has the following renewal options:
  - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
  - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Guidebook. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments.
  - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
  - d. Upon expiration, Letters of Election executed on or after May 1, 2005, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **A2.4.10 Payment Plans for Contract Services (Cont'd)**

##### **H. Renewal Options (Cont'd)**

2. Service charges are not applicable for services renewed under the PPCS. Any new rate elements added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options.
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.
6. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a PPCS arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

##### **I. Transfer of Service**

1. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Guidebook. This does not constitute a disconnect of service or a discontinuance of an existing PPCS arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. *Terms and conditions* concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply under PPCS.

(T)

##### **J. Deferred Payment**

1. Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in the Guidebook for the contracted service as well as the conditions following:
  - a. The charges to be deferred must be either the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest).

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans for Contract Services (Cont'd)

##### J. Deferred Payment (Cont'd)

1. (Cont'd)
  - b. The payment period must be longer than one month.
  - c. The minimum amount deferrable shall be the minimum amount set forth in the specific *guidebook* for the contracted service. (T)
  - d. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.
  - e. The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.
  - f. All deferred charges must be paid in full when the customer:
    - (1) Disconnects service, for the system or service prior to expiration of the deferral period.
    - (2) Fails to pay a monthly amount within thirty days of its due date.
  - g. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

##### K. Prepayment

The customer may prepay the total outstanding recurring monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

1. Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.
2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the *Guidebook* for the contracted service. (T)
4. Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans for Contract Services (Cont'd)

L. Exception To Termination Liability For State, County, And Municipal Governments  
(See A2.4.8)

(T)

M. Moves of Service(s) under PPCS

Termination Liability Charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

1. The original and new premises locations must be in Company territory within the same state.
2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
3. No lapse in billing will occur for moves of service under PPCS.
4. Orders to disconnect the existing service and reestablish it at the new location must be related.
5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
6. Any additions made at the new location will be treated as coterminous additions in accordance with D. preceding.
7. All *terms, conditions* and charges for changes made to the service coincident to the move shall apply.
8. All appropriate nonrecurring charges for moves of service as specified in this *Guidebook* will apply.
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff/*guidebook* which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

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(T)

(T)

#### A2.4.11 Economic Waiver Exception to Termination Liability for Business Customers

*The Company* will waive early-termination liability charges associated with a Local Exchange Term Election Agreement plan, program, or promotion for business customers who voluntarily and in good faith file bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, 11 U.S.C. Sections 101-1330. This exception is a one-time waiver. To qualify for this waiver, subscriber must present a copy of the Chapter 7 Bankruptcy filing to *the Company*, must disconnect all their local exchange service as a result of going out of business, and must have had an existing local exchange Term Election Agreement in effect for at least six (6) months. This exception only applies to disconnects and bankruptcy filings after September 16, 2005. This waiver does not apply to product contracts, Letters of Election, Contract Service Arrangements, or Special Assembly. Subscriber may not have any other outstanding amounts due except the termination liability.

(T)

### A2.5 Liability of the Company

#### A2.5.1 Service Irregularities

The liability of the Company for damages arising out of impairment of service provided to its subscribers such as defects or failure in facilities furnished by the Company or mistakes, omissions, interruptions, preemptions, delays, errors or defects in the provision of its services set forth herein or any portion of its services, occurring in the course of furnishing such facilities or services and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities or services occurs.



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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.5 Liability of the Company (Cont'd)****A2.5.1 Service Irregularities (Cont'd)**

The Company shall not be liable for damage arising out of mistakes, omissions, preemptions, 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 the proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, 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.

**A2.5.2 Use of Facilities of Other Connecting Carriers**

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

**A2.5.3 Indemnifying Agreement**

The Company shall be indemnified and saved harmless by the subscriber or subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

**A2.5.4 Defacement of Premises**

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the equipment and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

**A2.5.5 Period for the Presentation of Claims**

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.5 Liability of the Company (Cont'd)**

#### **A2.5.6 Equipment in Explosive Atmosphere**

- A. The Company does not guarantee nor make any warranty with respect to equipment and facilities provided by it for use in an explosive atmosphere. The subscriber 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 subscriber 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 subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation failure to operate maintenance, removal, presence, condition, location or use said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

#### **A2.5.7 Reserved for Future Use**

#### **A2.5.8 Reserved for Future Use**

#### **A2.5.9 Reserved for Future Use**

#### **A2.5.10 Reserved for Future Use**

#### **A2.5.11 Application Testing**

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than 60 days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

- A. Services which are approved for use in Application Testing are listed in 1. following. Additional *terms and conditions* for services that may be used in an application test are listed in the specific *guidebook* section for that service. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. (T)
- 1. Services authorized for use in application testing and the specific *guidebook* reference addressing service-specific *terms and conditions* are as follows: (T)
  - FlexServ service (Reference: A32.1.3.A.1.)
  - Frame Relay Service (Reference: A40.1.2.B.3.d.)
  - Connectionless Data Service (CDS) (Reference: A40.4.2.C.4.c.) (M)
  - Broadband Exchange Line Service (Reference: A40.5.3.A.5) (M)

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.5 Liability of the Company (Cont'd)

#### A2.5.11 Application Testing (Cont'd)

(M)

- B.** Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.
1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer.
  2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.<sup>1</sup>
  3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.<sup>1</sup>

#### A2.5.12 Limitation of Liability

**A.** Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this section of this *Guidebook*. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

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Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

**B.** Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

**C.** Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process unusual date requirements, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

**D.** Unauthorized Devices

The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

**Note 1:** Any additional service requested to be installed upon completion of the application test shall be subject to standard nonrecurring charges and rates as set forth in each service *guidebook*.

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## **A2. GENERAL TERMS AND CONDITIONS**

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### **A2.6 Classification of Areas as the Basis for Furnishing Telephone Service**

#### **A2.6.1 General**

- A. Economical operation of the telephone business, to secure protection to the whole body of rate payers and to the business itself, requires that the property be built and operated in accordance with a definite plan under which specified classes of service are regularly furnished in specified areas or types of areas. The Company therefore does not undertake to furnish any desired class of service at any desired location, nor does it undertake to extend its plant to remote sections where such extension is not warranted by the public necessity as distinguished from personal desire, except where adequate protection is afforded.
- B. The provisions contained in the other sections of this guidebook describe the application of the general principles of providing telephone service.

#### **A2.6.2 Classification of Areas**

The general plan for furnishing telephone service is based on the following classification of areas by types for the determination of the classes of service available and for the application of rates

##### **A. Exchange Area**

The Exchange Area or Local Service Area is that territory in which local exchange service is furnished and comprises all the area in which some form of local telephone service is furnished, as distinguished from toll service.

##### **B. Toll Area**

Outside the Exchange Area, interim foreign exchange service or foreign exchange service are the normal service offerings.

#### **A2.6.3 Reserved For Future Use**

### **A2.7 Obligation of the Company**

#### **A2.7.1 Obligation to Furnish Service**

- A. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.
- B. The Company shall satisfy requests for telecommunications services except in the following situations:
  - 1. Where the Company, in its sole discretion, is unable to secure suitable rights to place and maintain facilities to provide the services; or
  - 2. Where providing the services is uneconomic or otherwise based upon economic factors, in the Company's sole discretion; or
  - 3. Where the Company is unable to make an economic assessment due to the Company's inability to secure necessary information, from the owner or developer of a property or other relevant party, to make that assessment; or
  - 4. Where any conditions in this Guidebook are not satisfied, including, without limitation, conditions requiring payment of special construction charges under Section A5. "Charges Applicable Under Special Conditions"; or
  - 5. Where otherwise specified in this Guidebook.
- C. The Company's obligation to furnish service or to continue to furnish service may be modified during a Trial as specified elsewhere in this Guidebook.

### **A2.8 Reserved for Future Use**

### **A2.9 Customer Premises Inside Wire**

#### **A2.9.1 General**

- A. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line or Private Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line.
- B. Customer premises inside wire provided by the customer must be installed in accordance with the technical standards and installation guidelines.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.9 Customer Premises Inside Wire (Cont'd)

#### A2.9.1 General (Cont'd)

- C. Customer premises inside wire provided by the customer may be connected to residence and business basic exchange service or private line service furnished by the Company either at the Network Interface or at any Company provided standard miniature modular jack located elsewhere on the premises.
- D. The Network Interface for the connection of customer premises inside wire consists of a standard modular jack and is provided as part of the Exchange Access Line. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company's facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the instance of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, the applicable nonrecurring Service Charges specified in Section A4 apply. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises.
- E. Company owned inside wire maintained by the customer remains the property of the Company.

#### A2.9.2 Responsibility of the Customer

- A. In the event that the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to, or injury of, the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.
- B. Where customer premises inside wire is maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.

#### A2.9.3 Liability of the Company

- A. A "centralized wiring environment" is a residence or other subscriber premises where the inside wiring is terminated at a common point and where the inside wiring typically carries several communications services, including services provided by parties other than the Company. In such an environment, or in any other environment, a subscriber may have an agreement with a third party that installed or maintains the inside wiring, which agreement may include a warranty that covers work on the inside wiring, a restriction on other parties working on the inside wiring or other language related to the inside wiring. Where a subscriber requests that the Company work on the inside wiring or places an order that requires the Company to perform work on the inside wiring or to bypass the inside wiring, the Company shall not be liable for any impact the Company's work may have on any such agreement or warranty. The Company shall not be liable for disruption to inside wiring carrying services provided by parties other than the Company or to any such services. The subscriber will indemnify and save the Company harmless from any liability, claims or damages related to such agreement or warranty or any disruption to wiring or services provided by parties other than the Company.
- B. This Part has no impact on subscriber payment for Company work on inside wiring or the Inside Wire Protection plan. If the subscriber has the Inside Wire Protection plan, then the plan may cover costs for the Company's work on the inside wire. If the subscriber does not have the plan or the plan does not cover the work performed by the Company, then the subscriber may be billed for the work by the Company.

#### A2.9.4 Violation of Terms and Conditions

(T)

- A. Where customer-provided inside wire is in violation of A2.9, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- B. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within ten (10) days after receipt of such notice.
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this *Guidebook*.

(T)