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**A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS**

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.1 Reserved for Future Use

### A122.2 Reserved for Future Use

### A122.3 ESSX Term Payment Plan

(Obsoleted 11-28-90, Type 4)

#### A122.3.1 General

- A. The *terms and conditions* specified herein are applicable to specific services as indicated in Section A112. (T)
- B. Equipment furnished under the ESSX Term Payment Plan (ETPP) is subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as herein after noted. (T)
- C. The ESSX Term Payment Plan is a payment plan which allows customers to pay a fixed rate for equipment over one of two optional payment periods. A different monthly rate applies for the duration of each period.
- D. The minimum payment period is one month, unless otherwise specified in the products section of the *Guidebook*. (T)
- E. During the effective term of a customer payment period, the monthly rate is not subject to Company-initiated change for payment periods longer than one month.

#### A122.3.2 Application of Rates and Charges

- A. The monthly rate applicable at the time a customer subscribes to a product under the ESSX Term Payment Plan is not subject to Company-initiated change during any optional payment period longer than one month.
- B. (DELETED)
- C. In the event that all or any part of the service is disconnected at customer 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 the product sections of the *Guidebook*. (T)
- D. 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 their payment period.
- E. Recurring rates and installation, termination, service establishment, Service Charges and other nonrecurring charges apply according to the appropriate schedules for products and services offered under the ESSX Term Payment Plan, and are *shown* elsewhere in this *Guidebook*. (T)

#### A122.3.3 Additions

- A. Equipment can be added to an existing system where facilities permit and at rates, charges, *terms and conditions* as stated in the products section of the *Guidebook*. (T)
- B. Termination charges for premature disconnection of added equipment will apply as set forth in A122.3.2.C.
- C. Additions are exempt from Company-initiated rate changes for all payment periods longer than one month.
- D. Installation, Service Charges, service establishment, feature establishment, and any other nonrecurring charges, as specified in the product *Guidebooks*, will apply to the added equipment. (T)

#### A122.3.4 Centrex-CO Conversion to ESSX Service

For conversions to ESSX-1 or ESSX-5 refer to the conversion *terms and conditions* as specified in Section A12. (T)

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.3 ESSX Term Payment Plan (Cont'd)

#### A122.3.5 Disconnects

- A. When equipment or facilities, i.e., station lines, etc., are disconnected from a system for which the current payment period is longer than one month, the expiration date of the remaining equipment and service will not be affected.
- B. Equipment or facilities disconnected from a system prior to the expiration date of the payment period for such equipment will require termination charges for premature disconnection if applicable.

#### A122.3.6 Moves of Equipment

- A. (DELETED)
- B. Station line moves (other than inside moves) will require disconnect of the station line at the existing location, with the application of all appropriate termination charges. Such moves would be treated as a new installation at the new location.

#### A122.3.7 Requests for Changes in Length of Optional Payment Period

- A. Subsequent to the establishment of service for an item furnished under a ESSX Term Payment Plan period and prior to the completion of that period, the existing payment period may be replaced by:
  - 1. 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:
    - a. No credit will be given for payments made during the formerly selected period. However, non-recurring charges will not be reapplied.
    - b. The new payment period begins with the date requested.
    - c. No termination charge applies for the former payment period.
    - d. A Service Charge will not apply.
  - 2. 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:
    - a. No credit will be given for payments made during the formerly selected period. However, non-recurring charges will not be reapplied.
    - b. The new payment period begins with the date requested.
    - c. A termination charge applies for the former payment period.
    - d. A Service Charge will not apply.

#### A122.3.8 Renewal Options

- A. The customer has the following renewal options:
  - 1. Prior to completion of the current payment period, any period available under the ETPP 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.
  - 2. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in product *Guidebooks*. 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. (T)
  - 3. 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 one-month payment period. (M)
- B. Service charges are not applicable for services renewed under the ESSX Term Payment Plan. Any new services added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges. (M)
- C. The Company may discontinue or change any or all renewal options. (T)(M)

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.3 ESSX Term Payment Plan (Cont'd)

(M)

#### A122.3.9 Supersedure

Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in products section of the *Guidebook*. 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 the ESSX Term Payment Plan.

(T)

#### A122.3.10 Suspension of Service

Temporary suspension of service, as provided elsewhere in this *Guidebook* is not applicable to service furnished under the ESSX Term Payment Plan.

(T)

#### A122.3.11 Termination Liability

Termination charges as stated in the products section of the *Guidebook* are applicable as appropriate.

(T)

#### A122.3.12 Deferred Payment

- A. Payment of nonrecurring charges for ESSX 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 this paragraph.
1. The charges to be deferred must be among the following types:
    - a. Installation charges for items offered under ESSX Term Payment Plan only
    - b. Service Establishment
    - c. Feature Establishment
  2. The customer must select a payment period longer than one month.
  3. The total amount of nonrecurring charges as defined in A122.3.12.A may be deferred.
  4. The minimum amount deferrable per customer location (per Letter of Election) is \$25,000.01, (except corporations organized for profit, which may defer a minimum of \$2,000.00).
  5. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgment of the Company, 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 a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The rate of interest for an executed agreement will remain the same throughout the life of the agreement.

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## A122. OBSOLETE SERVICE OFFERINGS - CUSTOMER PAYMENT PLANS

### A122.3 ESSX Term Payment Plan (Cont'd)

(O)(T)

#### A122.3.12 Deferred Payment (Cont'd)

(O)(T)

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

(O)

6. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length. (O)
7. All deferred charges must be paid in full when the customer: (O)
  - a. Selects a payment period with an expiration date prior to the expiration date of the deferral period. (O)
  - b. Disconnects service, for the system, prior to expiration of the selected deferral period. (O)
  - c. Fails to pay a monthly amount hereunder within 30 days of its due date. (O)
8. 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. (O)

#### A122.3.13 Prepayment

(O)(T)

- A. For payment periods longer than one month, the customer may prepay the total outstanding recurring monthly rates. 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: (O)
  1. Customers who prepay six months or more will have an allowance applied. A factor of .375% will be credited for each month prepaid. This amounts to a discount of 4.5% per year. (O)
  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 system. (O)
  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 in *A122.3.2.C.* preceding. (O)(T)
  4. Customers who prematurely disconnect will have termination charges deducted from the prepaid amount and any balance credited to their bill. (O)