

ACCESS SERVICE CHECK SHEET

Title Pages 1 and 2 and Pages 1 to 22-16 inclusive of this tariff are effective as of the date shown. Original and revised pages as named below and Supplement Nos. 13, 14, 15, 16, 17, 19, 20, and 28 contain all changes from the original tariff that are in effect on the date hereof.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.7 Changes and Substitutions (Cont'd)

metallic facilities for carrier or derived facilities used to provide other than metallic facilities, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in 6. and 7. following. The Telephone Company shall not be responsible if any such substitution, change or rearrangement renders any customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Telephone Company will work cooperatively with the customer to determine reasonable notification requirements.

2.1.8 Refusal and Discontinuance of Service

- (A) Unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.1.6 preceding or 2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar days written notice by Certified U.S. Mail or Overnight Delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service, including the provision of Physically or Virtually Collocated Interconnection, and/or refuse to complete any pending orders for service, including the provision of Physically or Virtually Collocated Interconnection, by the noncomplying customer at any time thereafter.

(C)
(C)(D)
(D)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

(D)

(D)

- (B) Unless the provisions of 2.2.1(B) or 2.5 following apply,
if a customer fails to comply with 2.1.6 preceding or
2.2.2, 2.3.1, 2.3.4, 2.3.5 or 2.4 following, including any
payments to be made by it on the dates and times herein
specified, the Telephone Company may, on thirty (30)
calendar days written notice by Certified U.S. Mail or
Overnight Delivery to the person designated by that
customer to receive such notices of noncompliance,
discontinue the provision of the services, including the
provision of Physically or Virtually Collocated
Interconnection, to the noncomplying customer at any time
thereafter. In the case of such discontinuance, all
applicable charges, including termination charges, shall
become due.
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2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

(C) In addition to and not in limitation of the provisions of 2.1.8(A) and 2.1.8(B) preceding, unless the provisions of 2.2.1(B) or 2.5 following apply, if a customer fails to comply with 2.4.1(B)(3) or with 2.4.1(A) following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may take the actions specified in 2.1.8(A) and 2.1.8(B) with regard to service under the same sub-account or billing account on fifteen (15) calendar days written notice, such notice period to start the day after the notice is sent by Overnight Delivery, if either (N)

(1) the Telephone Company has sent allthe subject bills to the customer within threeseven (37) business days of the bill date; or

(2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to 2.1.8(A) or 2.1.8(B). The Telephone Company will maintain records sufficient to validate the date upon which a bill was sent to a customer. (N)

(D) If the Telephone Company provided notice pursuant to 2.1.8(A), (B), or (C) above, does not refuse additional applications for service, or discontinue the provision of the services on the date specified, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service or to discontinue the provision of the services, including the provision of Physically or Virtually Collocated Interconnection, to the noncomplying customer without further notice. (C)
(C)
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(C)
(C)
(M)
(M)

(E) If notice is given by Overnight Delivery under this section, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express. (N)
(N)

Certain material formerly appearing on this page currently appears on Page Nos. 2-8 and 2-9.1.

(M) Certain material currently appearing on this page formerly appeared on Page No. 2-7.

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ACCESS SERVICE

2. General Regulations (Cont'd)2.1 Undertaking of the Telephone Company (Cont'd)2.1.8 Refusal and Discontinuance of Service (Cont'd)

- (F) The provisions of 2.1.8(A), (B), and (C) above shall not apply to charges that a customer does not pay based on submission of a good faith dispute pursuant to 2.4.1(B)(3)(c)(1) following. (N)
- (G) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance. (M)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances2.4.1 Payment of Rates, Charges and Deposits

(A) The Telephone Company will, in order to safeguard its interests, only require a customer which has a proven history of late payments to the Telephone Company or does not have established credit, to make a deposit prior to or at any time after the provision of a service to the customer to be held by the Telephone Company as a guarantee of the payment of rates and charges. The Telephone Company will notify the customer of a deposit requirement by Overnight Delivery. The customer will be required to make payment of such deposit prior to the provision of ~~new service for new customers or, for customers with existing service, within fifteen (15) business days of such notice for customers with existing services.~~ Such notice will start the day after the notice is sent by Overnight Delivery.

(C)

(C)

No such deposit will be required of a customer which is a successor of a company which has established credit and has no history of late payments to the Telephone Company unless this successor is one with a proven history of late payments to the Telephone Company or does not have established credit. Such deposit may not exceed the actual or estimated rates and charges for the service for a two month period. The fact that a deposit has been made in no way relieves the customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which will remain will be refunded.

Such a deposit will be refunded or credited to the account when the customer has established credit or, in any event, after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of service to the customer. In case of a cash deposit, for the period the deposit is held by the Telephone Company, the customer will receive interest at the same percentage rate as that set forth rate as that set forth in (B)(3)(b)(I) or in (B)(3)(b)(II), whichever is lower. The rate will be for the number of days from the date the customer deposit is received by the Telephone Company to and including the date such deposit is credited to the customer's account or the date the deposit is refunded by The Telephone Company. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(b) (Cont'd)

- (I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company, or
- (II) 0.00024657 per day, for the number of days from the payment date to and including the date that the customer actually makes the payment to the Telephone Company.

(c) Billing Disputes

- (1) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or, by accessing the Telephone Company website also shown on the customer's bill. Such claim must identify the issue in sufficient detail specific charges that the customer believes were billed in error to permit the Telephone Company to investigate the merits of the dispute. (N)
- (2) The date of the dispute shall be the date the Telephone Company receives sufficient documentation to investigate the dispute or as otherwise determined pursuant to agreement of the parties. (T)
- (3) The date of resolution is the date the Telephone Company completes the investigation and credits the customer's account. (T)
- (4) In the event that a billing dispute concerning any charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding. (T)

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ACCESS SERVICE

2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

(5) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute within ninety days of the payment due date, penalty interest may be applicable. (T)
(M)

a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount resolved in the customer's favor times a penalty factor. This amount will apply from the date of the customer's payment through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of:

(I) The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date of the period involved, or

(II) 0.00024657 per day, for the number of days from the first date to and including the last date of the period involved.

b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

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2. General Regulations (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) (Cont'd)

(6) If the customer pays the bill in full by the payment due date, and later initiates a billing dispute after ninety days of the payment due date, penalty interest may be applicable.

(T)

(a) If the billing dispute is resolved in favor of the customer, the customer shall receive a credit from the Telephone Company. This credit will be an amount equal to the disputed amount times the penalty factor. This amount will apply from the date of the dispute through the date on which the customer receives the disputed amount credit from the Telephone Company. The penalty factor shall be the lesser of:

(I) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first date to and including the last date or the period involved or

(II) 0.00024657 per day, for the number of days from the first date to and including the last date of the period involved.

(b) If the dispute is resolved in favor of the Telephone Company, neither a late payment charge nor a penalty interest charge is applicable.

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