

## **2. RULES AND REGULATIONS**

### **2.1 OBLIGATION OF THE COMPANY**

(T)

#### **2.1.1 APPLICATION OF PRICE LIST**

- A. This Price List sets forth terms and conditions applicable to the furnishing of the Local Exchange Services defined herein offered by the Company within the State of Florida. Local Exchange Services are furnished for the use of end users in placing and receiving local telephone messages within the State of Florida. Entities desiring access to the Company's network for the purpose of originating or terminating other forms of intrastate communication must contact the Company to obtain access services on an individual contract basis.
- B. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- C. When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as a part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's services and facilities.
- D. The Company may offer various unregulated services in conjunction with or ancillary to its regulated services from time to time. The Company may, at its option, file a Price List or an applicable contract with the FPSC describing the rates, terms and conditions of unregulated services. Any unregulated services will be governed by contract between the Company and the customer.
- E. To the extent that the Company does not have access to facilities to serve portions of the State of Florida, the Company may serve customers in those areas by means of the resale of services of other licensed local telecommunications service providers.
- F. This Price List applies only for the use of the Company's services for communications within Local Calling Areas. This includes the use of the Company's network to complete an end-to-end local communication and to obtain access to the intrastate services offered by other service providers.
- G. The provision of Local Exchange Service defined herein is subject to regulations specified in this Price List and may be revised, added to, or supplemented by superseding issues.

## **2. RULES AND REGULATIONS**

### **2.1 OBLIGATION OF THE COMPANY (Cont'd)**

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#### **2.1.2 GENERAL**

- A. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.
- B. Customers and users may use services and facilities provided under this Price List to obtain access to services offered by other companies. The Company is responsible for the services and facilities provided under this Price List, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

#### **2.1.3 SHORTAGE OF EQUIPMENT OR FACILITIES**

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

#### **2.1.4 TERMS AND CONDITIONS**

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Price List, a month is considered to have 30 days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. Any termination shall not relieve the customer of its obligations to pay any charges incurred under the service order and this Price List prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

## **2. RULES AND REGULATIONS**

### **2.1 OBLIGATION OF THE COMPANY**

(T)

#### **2.1.4 TERMS AND CONDITIONS (Cont'd)**

- D. In any action between the parties to enforce any provision of this Price List, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the customer if the customer is using the service in violation of this Price List or the law.
- F. This Price List shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- G. The Company's obligation to furnish facilities and service is dependent upon its ability to:
- Secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment;
  - Secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or
  - Secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.
- H. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property, service, or economic conditions.
- I. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.
- J. The Company is not obligated to provide service to a household under any name if an outstanding bill exists at the address and the person responsible for that bill still resides at he address.

(N)

(N)

## **2. RULES AND REGULATIONS**

### **2.2 LIMITATIONS**

#### **2.2.1 INDEMNIFICATION**

- A. The Company shall not be liable for any claims for loss or damages involving:
1. Any act or omission of: (a) the customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  3. Any unlawful or unauthorized use of the Company's facilities and services;
  4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with customer-provided facilities or services;
  5. Breach in the privacy or security of communications transmitted over the Company's facilities;
  6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the customer, in which event the Company's liability is limited as set forth in this 2.2;
  7. Defacement of or damage to customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
  8. Injure to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the customer, or the construction, installation, maintenance, presence, use or removal of the customer's facilities or equipment connected, or to be connected to the Company's facilities;

Material on this Sheet originally appeared on Price List No. 1, Sheet 12.

## **2. RULES AND REGULATIONS**

### **2.2 LIMITATIONS**

#### **2.2.1 INDEMNIFICATION**

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

9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Price List;
11. Any act or omission in connection with the provision of 911, E911, or similar services;
12. Any noncompletion of calls due to network busy conditions;
13. Any calls not actually attempted to be completed during any period that service is unavailable;
14. Blockages by other providers of services on the public switched network.

B. The Company shall be indemnified, defended and held harmless by the customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or customer equipment or facilities or service provided by the Company.

C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

Material on this Sheet originally appeared on Price List No. 1, Sheet 13.

## **2. RULES AND REGULATIONS**

### **2.2 LIMITATIONS**

#### **2.2.1 INDEMNIFICATION (Cont'd)**

- D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for service to the customer, even if the Company has acted as the customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- E. Except as otherwise stated in this Price List, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. As part of the service, an annual local directory for each exchange is published from time to time but as experience demonstrates, errors and omissions will occur with more or less frequency. If such errors or omissions do occur, the Company is not liable for such errors and omissions. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- H. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.

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EFFECTIVE: November 2, 1998

By:

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## **2. RULES AND REGULATIONS**

### **2.3 LIABILITY OF THE COMPANY**

#### **2.3.1 GENERAL**

- A. Except as otherwise stated in this Price List, liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the customer for interruptions in service as set forth in 2.7, following.
- B. Except for the extension of allowances to the customer for interruptions in service as set forth in 2.7, following, the Company shall not be liable to a customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company's facilities are not suitable for use in the provision of dedicated alarm or emergency services, and the Company does not in any way guarantee the reliability of its services if used for the provision of dedicated alarm or emergency services.

(N)  
|  
(N)

### **2.4 SERVICE AVAILABILITY**

#### **2.4.1 NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES**

The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual customer but affect many customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the customer may not be possible.

## **2. RULES AND REGULATIONS**

### **2.4 SERVICE AVAILABILITY (Cont'd)**

#### **2.4.2 PROVISION OF EQUIPMENT AND FACILITIES**

- A. The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the customer with, the regulations contained in this Price List. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the customer. The customer may not, nor may customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the customer.
- D. Equipment the Company provides or installs at the customer premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the customer or user when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the customer or user.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any customer- or user-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Price List, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Price List and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1. the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2. the reception of signals by customer-provided equipment.

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**2. RULES AND REGULATIONS**

**2.4 SERVICE AVAILABILITY (Cont'd)**

**2.4.3 OWNERSHIP OF FACILITIES**

- A. Terms and Conditions (T)
1. Title to all facilities provided in accordance with this Price List remains in the Company, its affiliates, agents or contractors. (T)
  2. Equipment that the Company provides or installs at a customer premises for use in connection with the telephone services shall remain the property of the Company. If the customer cancels service or the Company lawfully terminates, discontinues, suspends or refuses to continue providing service to the customer, the Company has the right to recover this equipment. The Company shall contact the customer for permission to enter the customer's premises to remove this equipment and the customer shall not unreasonably refuse such entry. If the customer refuses to allow removal of this equipment, the customer shall be liable to the Company for the actual cost of the equipment plus administrative costs and attorney's fees. These fees may be added to the customer's telephone bill and the customer agrees to pay these fees. The customer shall assume responsibility for any and all such unrecovered equipment. (N)

## **2. RULES AND REGULATIONS**

### **2.5 OBLIGATIONS OF THE CUSTOMER**

#### **2.5.1 GENERAL**

- A. The customer shall be responsible for:
1. the payment of all applicable charges pursuant to this Price List;
  2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the customer or of any user; or by the noncompliance by the customer or any user with these regulations; or by fire or theft or other casualty on the customer's or any user's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
  3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the customer or any user; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
  4. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide communications services to the customer from the cable building entrance or property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this Section prior to accepting an order for service.
  5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. asbestos) prior to any construction or installation work;

Material on this Sheet originally appeared on Price List No. 1, Sheets 16. and 17.

**2. RULES AND REGULATIONS**

**2.5 OBLIGATIONS OF THE CUSTOMER**

**2.5.1 GENERAL**

A. (Cont'd)

6. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer or user premises or the rights-of-way for which customer is responsible; and granting or obtaining permission for the Company's agents or employees to enter the premises of the customer or any user at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
7. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
8. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes.
9. The customer shall not establish a pattern of behavior with respect to the Company that is intended to vex, harass, threaten or annoy the Company, its employees or agents. A pattern of behavior is intended to vex, harass, threaten or annoy if its purpose is to disturb, irritate or interrupt the Company's operations through continued and repeated acts.

(N)

(N)

(M)

(M) Moved to Section 2, Sheet 29.

(M)

## **2. RULES AND REGULATIONS**

### **2.5 OBLIGATIONS OF THE CUSTOMER (Cont'd)**

#### **2.5.2 PROHIBITED ACTIVITIES AND USES**

- A. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the customer or user has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a customer or user immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A customer or user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a customer to transfer its existing service to another entity if the existing customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Price List will apply.
- D. The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and regulations, policies, orders, and decisions.

(M)

(M)

#### **2.5.3 CLAIMS**

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

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the customer or user or either of their employees, agents, representatives or invitees;
- B. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer or user, including, without limitation, use of the Company's service and facilities in a manner not contemplated by the agreement between the customer and the Company; or
- C. any claim of any nature whatsoever brought by a user with respect to any matter for which the Company would not be directly liable to the customer under the terms of this Price List.

(M) Moved from Section 2, Sheet 28.

## **2. RULES AND REGULATIONS**

### **2.6 CUSTOMER EQUIPMENT AND CHANNELS**

#### **2.6.1 GENERAL**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Price List. A user may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in this Price List, the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication.

#### **2.6.2 STATION EQUIPMENT**

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The customer is responsible for ensuring that customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such customer-provided equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- C. The Company is not responsible for malfunctions of customer-owned telephone sets or other customer-provided equipment, or for misdirected calls, disconnects or other service problems caused by the use of customer-owned equipment.

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## **2. RULES AND REGULATIONS**

### **2.6 CUSTOMER EQUIPMENT AND CHANNELS (Cont'd)**

#### **2.6.3 INTERCONNECTION OF FACILITIES**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications services and the channels, facilities, or equipment of others shall be provided at the customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Price List and the Price List of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Price List may be connected to customer-provided terminal equipment in accordance with the provisions of this Price List.

#### **2.6.4 INSPECTIONS**

- A. Upon suitable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in 2.6.2, preceding, for the installation, operation, and maintenance of customer-provided facilities, equipment, and wiring in the connection of customer-provided facilities and equipment to Company-owned facilities and equipment.
- B. If the protective requirements for customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the customer must take this corrective action and notify the Company of the action taken. If the customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

Material on this Sheet originally appeared on Price List No. 1, Sheets 19 and 20.

## **2. RULES AND REGULATIONS**

### **2.7 INTERRUPTION OF SERVICE**

#### **2.7.1 GENERAL**

- A. Interruptions in service which are not due to the negligence of or noncompliance with the provisions of this Price List by the customer or the operation or malfunction of the facilities, power or equipment provided by the customer will be credited to the customer as set forth below for the part of the service that the interruption affects.
- B. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Price List. An interruption period begins when the customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- C. For calculating credit allowances, every month is considered to have thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- D. A credit allowance equal to one (1) day's charges will be given for interruptions of thirty (30) minutes or more. No more than one full day's credit will be allowed for any period of twenty-four (24) hours.
- E. No credit allowance will be made for:
  - 1. interruptions due to the negligence of, or noncompliance with the provisions of this Price List by, the customer, user, or other common carrier providing service connected to the service of the Company;
  - 2. interruptions due to the negligence of any person other than the Company, including but not limited to the customer or other common carriers connected to the Company's facilities;
  - 3. interruptions due to the failure or real function of non-Company equipment;
  - 4. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - 5. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

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## **2. RULES AND REGULATIONS**

### **2.7 INTERRUPTION OF SERVICE**

#### **2.7.1 GENERAL**

E. (Cont'd)

6. interruptions of service during any period when the customer has released service to the Company for maintenance purposes or for implementation of a customer order for a change in service arrangements; and
7. interruption of service due to circumstances or causes beyond the control of the Company

### **2.8 PAYMENT ARRANGEMENTS**

#### **2.8.1 PAYMENT FOR SERVICE**

The customer is responsible for the payment of all charges for facilities and services furnished by the Company to the customer and to all users authorized by the customer, regardless of whether those services are used by the customer itself or are resold to or shared with other persons.

#### **2.8.2 BILLING AND COLLECTION OF CHARGES**

- A. Nonrecurring charges are due and payable within 21 days after the date an invoice is mailed to the customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within 21 days after the invoice is mailed.
- C. Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 21 days after the invoice is mailed.
- D. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

Material on this Sheet originally appeared on Price List No. 1, Sheet 21.



## **2. RULES AND REGULATIONS**

### **2.8 PAYMENT ARRANGEMENTS**

#### **2.8.2 BILLING AND COLLECTION OF CHARGES(Cont'd)**

- E. Billing of the customer by the Company will begin on the service commencement date, which is the first day following the date on which the Company notifies the customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Price List or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- F. If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a late factor of 1.5% per month. A late payment penalty shall not apply to that portion of a bill reasonably disputed by the customer under 2.8.4, following, until the Company has completed its investigation of the matter and provided the customer in writing with its resolution of the dispute.
- G. The customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the customer to the Company which a financial institution refuses to honor. (I)

#### **2.8.3 APPLICATION OF PAYMENTS FOR SERVICE**

If partial payment of a bill is made, the Company shall first credit the partial payment to charges for basic local exchange service.

#### **2.8.4 DISPUTED BILLS**

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

The customer may dispute a bill only by notifying the Company within 21 days after the statement date. Unless such notice is received in a timely notice as indicated in this Section, the bill statement shall be deemed to be correct and payable in full by the customer. If the customer disputes only a portion of a bill statement, the customer is obligated to make timely payment of the undisputed portion of the bill. For purposes of this Section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

## **2. RULES AND REGULATIONS**

### **2.8 PAYMENT ARRANGEMENTS**

#### **2.8.4 DISPUTED BILLS (Cont'd)**

##### **B. Late Payment Charge**

1. The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount under 2.8.2, preceding.
2. In the event that a billing dispute is resolved by the Company in favor of the customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
3. In the event that a billing dispute is resolved in favor of the Company, the customer shall pay the late payment charge.

##### **C. Adjustments or Refunds to the Customer**

1. In the event that the Company resolves the billing dispute in favor of a customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the customer's account for the disputed amount in the billing period following the resolution of the dispute.
2. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill, the Company will credit the customer's account for any overpayment by the customer in the billing period following the resolution of the dispute.
3. In the event that the Company resolves the billing dispute in favor of a customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the customer.
4. All adjustments or refunds provided by the Company to the customer at the customer's request, or provided by the Company to the customer by way of compromise of a billing dispute, and which are accepted by the customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the customer's claims for the billing period for which the adjustment or refund was issued.

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ISSUED: October 30, 1998

EFFECTIVE: November 2, 1998

By:

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7800 Belfort Parkway,  
Jacksonville, Florida 32256

## **2. RULES AND REGULATIONS**

### **2.8 PAYMENT ARRANGEMENTS**

#### **2.8.4 DISPUTED BILLS (Cont'd)**

##### **D. Unresolved Billing Disputes**

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled to the mutual satisfaction of the customer and the Company, the customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action:

1. First, the customer may request and the Company will provide an in-depth review of the disputed amount.
2. Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with the Florida Public Service Commission.

#### **2.8.5 DISCONTINUANCE OF SERVICE**

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

1. Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the customer, discontinue or suspend service without incurring any liability.
2. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
3. Upon condemnation of any material portion of the facilities used by the Company to provide service to a customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the customer, may discontinue or suspend service without incurring any liability.
4. Upon the customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
5. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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## **2. RULES AND REGULATIONS**

### **2.8 PAYMENT ARRANGEMENTS**

#### **2.8.5 DISCONTINUANCE OF SERVICE(Cont'd)**

6. Upon the Company's discontinuance of service to the customer under paragraphs 1. or 2., above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Price List, may declare due all future monthly and other charges which would have been payable by the customer during the remainder of the term for which such services would have otherwise been provided to the customer to be immediately due and payable (discounted to present value at six percent).
7. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
8. If a customer whose account has been closed has a credit balance showing, the Company will transfer the credit to another account of the customer, if there is one, or will mail a check for the balance to the customer if it believes it has a valid address. If the Company is not certain that it has a valid address, it will include a notice with the final invoice, which will be mailed to the customer's last known address, asking the customer to verify the address so that it can make a refund, or it will write to the customer at that address and request verification. Such verification can be made by calling a designated telephone number or by writing to a specified address. Upon receiving verification, a check for the balance will be mailed.
9. In the event of fraudulent use of the Company's network, the Company may, without notice, suspend or discontinue service. The customer will be liable for all related costs as set forth in 2.5 of this Price List. The customer will also be responsible for payment of any reconnection charges.

#### **2.8.6 CANCELLATION OF APPLICATION FOR SERVICE**

- A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits the customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

Material on this Sheet originally appeared on Price List No. 1, Sheets 24 and 25.

## **2. RULES AND REGULATIONS**

### **2.8 PAYMENT ARRANGEMENTS**

#### **2.8.6 CANCELLATION OF APPLICATION FOR SERVICE (Cont'd)**

- B. Where, prior to cancellation by the customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in paragraphs A. through C., above, will be calculated and applied on a case-by-case basis.

#### **2.8.7 CHANGES IN SERVICE REQUESTED**

If the customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the customer's installation fee shall be adjusted accordingly.

Material on this Sheet originally appeared on Price List No. 1, Sheet 25.

## **2. RULES AND REGULATIONS**

### **2.9 DEPOSITS AND ADVANCE PAYMENTS**

#### **2.9.1 ADVANCE PAYMENTS**

To safeguard its interests, the Company may require a customer to make an advance payment before services and facilities are furnished. For business subscribers, the advance payment will not exceed an amount equal to two months of estimated monthly recurring charges for the service or facility. For residence subscribers, the advance payment will not exceed two hundred dollars. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the customer. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

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#### **2.9.2 DEPOSITS**

- A. To safeguard its interests, the Company may require a customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
1. two months' charges for service or facility which has a minimum payment period of one month; or
  2. the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.
- B. A deposit may be required in addition to an advance payment.
- C. When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the customer's account. If the amount of the deposit is insufficient to cover the balance due to the customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D. Deposits held will accrue interest at a rate determined by the Company without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the customer.

## **2. RULES AND REGULATIONS**

### **2.10 TAXES AND OTHER CHARGES**

The customer is responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its services by governmental jurisdictions, other than taxes imposed generally on the Company's net income. All such taxes, fees, and charges shall be separately designated on the Company's invoices, and are not included in the price listed rates. The Company will not bill the customer such taxes, fees and other charges as may be exempted by a tax exemption or resale certificate for operations in any jurisdiction in which the customer obtains such a certificate.

### **2.11 CLASSIFICATIONS OF CUSTOMERS AND USERS**

The determination as to whether telephone service should be classified as Business or Residence is based on the character of the use to be made of the service. Service is classified as business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, service is classified as residence service if installed in a residence.

Material on this Sheet originally appeared on Price List No. 1, Sheets 26 and 27.

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ISSUED: October 30, 1998

EFFECTIVE: November 2, 1998

By:

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## **2. RULES AND REGULATIONS**

### **2.12 USE OF CUSTOMER'S SERVICE BY OTHERS**

#### **2.12.1 RESALE AND SHARING**

Any service provided under this Price List may be resold only in accordance with the provisions of the Company's resale practices and by parties who are authorized to resell services pursuant to relevant laws and regulatory policies, rules and orders. The customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this Price List, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

#### **2.12.2 JOINT USE ARRANGEMENTS**

Joint use arrangements will be permitted for all services available for resale and sharing pursuant to the Company's practices.

#### **2.12.3 RESIDENCE CUSTOMERS**

Services provided under a residence classification are provided solely for the use of the customer and members of the customer's household, except for occasional use of such services by visitors and house-guests. Residence customers may not resell such service to a third party for any form of compensation.

#### **2.12.4 TRANSFERS AND ASSIGNMENTS**

Neither the Company nor the customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

Material on this Sheet originally appeared on Price List No. 1, Sheet28.



## **2. RULES AND REGULATIONS**

### **2.13 CANCELLATION OF SERVICE**

If a customer cancels a service order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.7, preceding), the customer agrees to pay to the Company the following sums, within 21 days of the date on which the Company sends its bill for such cancellation or termination to the customer and be payable under the terms set forth in 2.8, preceding, all costs, fees and expenses reasonably incurred in connection with:

- A. All nonrecurring charges as specified in this Price List, plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer, plus
- C. 65% of all recurring charges specified in this Price List for the balance of the then-current term.

### **2.14 NOTICES AND COMMUNICATIONS**

All notices or other communications required to be given pursuant to this Price List will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

The Company or the customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

### **2.15 RESERVED FOR FUTURE USE**

Material on this Sheet originally appeared on Price List No. 1, Sheets 28 and 29.

## **2. RULES AND REGULATIONS**

### **2.16 SPECIAL CONSTRUCTION AND SPECIAL ARRANGEMENTS**

#### **2.16.1 SPECIAL CONSTRUCTION**

Subject to the agreement of the Company and to all of the regulations contained in this Price List, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Price List, or for the provision of service on an expedited basis or in some other manner different from the normal Price List conditions.

#### **2.16.2 BASIS FOR CHARGES**

Where the Company furnishes a facility or service for which a rate or charge is not specified in this Price List, charges will be based on the costs incurred by the Company and may include:

- A. nonrecurring charges;
- B. recurring charges;
- C. termination liabilities, or
- D. combinations thereof

The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

#### **2.16.3 TERMINATION LIABILITY**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

Material on this Sheet originally appeared on Price List No. 1, Sheets 30, 31 and 32.