

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

2.1.1. GENERAL

The Company undertakes to provide the services offered in this Tariff on the terms and conditions and at the rates and charges specified herein.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available 24 hours per day, seven days per week. A month is considered to have 30 days for the purpose of computing charges in this Tariff.

Services, features and functions will be provided where facilities, including but not limited to billing and technical capabilities, are available without unreasonable expense to the Company.

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2.1.2. TERMS AND CONDITIONS

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 Tariff. The customer may also be required to execute any other documents as may reasonably be requested by the Company in connection with the provisioning of Local Service.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3. 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 Tariff. The Company does not guarantee availability, except as stated or expressly provided for in this Tariff.
- B. The Company shall use reasonable efforts to maintain facilities and equipment used to provide services that it furnishes to the customer. The customer may not, nor may the 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. 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 provides, installs, or has installed on its behalf.
- D. 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 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.
- E. The Company shall not be responsible for the installation, operation or maintenance of any customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. The customer is responsible for ensuring that customer-provided equipment and wiring connected to Company equipment and facilities is compatible with Company-provided equipment and facilities.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.3. PROVISION OF EQUIPMENT AND FACILITIES (CONT'D)

- F. 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.
- G. 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 the address.

2.1.4. RELEASE OF INFORMATION TO CARRIERS

The Company will provide information to a Carrier who needs the information for allocation, billing or service purposes in compliance with all State and Federal requirements applicable to Customer Proprietary Network Information (CPNI).

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.5. CUSTOMER EQUIPMENT

A customer may transmit or receive information or signals via the facilities of the Company by use of customer-provided equipment.

A. Station Equipment

Customer-provided terminal equipment on the customer premises, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the customer. Additionally, the customer shall maintain the Company-provided equipment, and the electric power consumed by such equipment shall be at the expense of the customer.

The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring must be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. If the Company, in its sole discretion, reasonably determines that additional protective equipment is required to prevent such damage or injury, it shall be provided at the customer's expense.

B. Inspections

Upon reasonable 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 specified in this Tariff.

If the customer fails to comply with the protective requirements described in A., above, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company may, immediately and without notice, deny service when the customer (a) subjects Company or non-Company personnel to hazardous conditions; (b) circumvents the Company's ability to charge for its services, prevent and protect against fraud; or (c) acts in a way that may cause immediate harm to the local network or other Company services.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6. ABUSE AND FRAUDULENT USE

Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. The Company may, in accordance with Section 2.4 following, discontinue, suspend, or refuse to furnish any and/or all service(s) without incurring any liability if the Company deems that such action is necessary to prevent or to protect against abuse or fraud or to otherwise protect its personnel, agents, facilities, assets or services.

Except for willful misconduct, the discontinuance or suspension of service by the Company does not relieve the customer of any obligation to pay the Company for charges due and owed for service furnished up to the time of discontinuance or suspension.

A. Abuse

The abuse of service is prohibited. The following activities constitute abuse:

1. Using the service to make calls which might reasonably be expected to frighten, abuse, torment, or harass another.
2. Using the service in such a way that it interferes unreasonably with the use of the service by others.
3. Establishing 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.

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B. Fraudulent Use

The fraudulent use of, or the intended or attempted fraudulent use of, the service is prohibited. The following activities constitute fraudulent use:

1. Rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish local service.
2. Using the service with the intent of gaining access to another customer's outbound calling capabilities on an unauthorized basis.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.1. UNDERTAKING OF THE COMPANY (CONT'D)

2.1.6. ABUSE AND FRAUDULENT USE (CONT'D)

B. Fraudulent Use (Cont'd)

3. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false representation, false credit devices or electronic devices to defraud or mislead callers.
4. Refusing to provide, or providing false information to the Company regarding the customer's identity, address, credit worthiness, current or past use of telecommunications services or its planned use of the Company's service.
5. Refusing to provide payment, or security for the payment for service(s), advance payments or deposits as specified in this Tariff.
6. Placing or receiving calls with the intent of defrauding the Company. (C)

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY

2.2.1. SERVICE LIABILITY

- A. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of a service, and subject to the provisions following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. In no event shall the Company be liable for special reliance, consequential or other such damages. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this Tariff as a Credit Allowance for Interruptions.
- B. The Company is not liable for any act or omission of any other communications utility which furnishes a portion of a service.
- C. The Company is not liable for damages to a premises resulting from the furnishing of service including the installation and removal of equipment or facilities and associated wiring, unless the damage is caused by the Company's negligence.
- D. The Company shall be indemnified, defended, and held harmless against any claim, loss or damage arising from the use of service offered under this Tariff, involving:
 - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communication;
 - 2. Claims for patent infringement arising from the customer or authorized user combining or using the service furnished by the Company in connection with facilities or equipment furnished by others; or
 - 3. All other claims arising out of any act or omission of others in the course of using services provided pursuant to this Tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer and authorized user from any and all claims by any person relating to the services so provided.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.1. SERVICE LIABILITY (CONT'D)

- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this Tariff. The Company will defend the customer and authorized user against claims of patent infringement arising solely from the use by the customer or authorized user of services offered under this Tariff and will indemnify such customer or authorized user for any damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this Tariff shall be excused by labor difficulties, facility availability, governmental orders, civil commotion, preemption of existing services to restore services in compliance with Part 64, Subpart D, Appendix A, of the F.C.C.'s Rules and Regulations, acts of God and other circumstances beyond the Company's reasonable control.
- H. 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.

2.2.2. TEMPORARY SUSPENSION FOR REPAIRS

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers who may be affected reasonable notice thereof as circumstances permit, and will perform the work with reasonable diligence and, if practicable, at times that will cause the customer the least inconvenience. When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of communications or customer's service.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.3. CREDIT ALLOWANCE FOR INTERRUPTIONS

- A. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment furnished by the customer and connected to the Company's terminal.
- B. When main telephone service is interrupted for a period of at least 24 hours, the Company, after due notice by the customer, shall apply the following schedule of allowances except in situations as provided in Paragraph 3 following.
 - 1. 1/30 of the tariff monthly rate of all services and facilities furnished by the Company rendered inoperative by the Company to the extent of being useless for each of the first three full 24-hour periods during which the interruption continues after notice by the customer, when the out-of-service period extends beyond a minimum period of 24 hours.
 - 2. 2/30 of each full 24 hour period beyond the first three 24 hour periods. However, in no instance shall the allowance for the out-of-service period exceed the total charges in a billing period for the service and facilities furnished by the Company rendered inoperative to the extent of being useless.
 - 3. When service is interrupted for a period of at least 24 hours due to such factors as storms, fires, floods or other conditions beyond the control of the Company, an allowance of 1/30 of the tariff monthly rate for all services and facilities furnished by the Company rendered inoperative to the extent of being useless shall apply for each full 24 hours during which the interruption continues after notice by the customer to the Company.
- C. Nothing contained herein and no tariff adopted hereto shall limit any responsibility or liability on the part of the Company to a customer which would exist pursuant to law but for this rule and said Tariff.
- D. The foregoing allowances shall not be applicable where service is interrupted by the negligence or willful act of the customer to service, or where the Company pursuant to the terms of the contract for service suspends or terminates service for non-payment of charges or for unlawful or improper use of facilities or for any other reason provided for in this Tariff.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.2. LIABILITY OF THE COMPANY (CONT'D)

2.2.4. LIMITATION OF LIABILITY

A. Unauthorized Computer Intrusion

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.

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

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. Unauthorized Devices

The Company shall not be held 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.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES

2.3.1. ESTABLISHMENT AND REESTABLISHMENT OF CREDIT

In order to insure the payment of all charges due from its services, the Company may require a customer to establish and maintain his credit in one of the following ways: 1) by furnishing references suitable to the Company; 2) by providing a suitable guarantee in writing, in form prescribed by the Company; 3) by means of a cash deposit.

2.3.2. BILLING AND COLLECTION

The customer is responsible for payment of all charges for equipment or facilities and services furnished by the Company to the customer.

The Company will establish a monthly billing date for each customer account and shall bill all charges incurred by and credits due to the customer under this Tariff. Recurring charges are billed in advance of the month(s) in which service is provided, except where prohibited by law. Usage sensitive charges will be billed for the preceding billing period. Recurring charges and usage sensitive charges for the Federal Government will be billed in arrears. Bills are due by the payment due date shown on the bill.

When the customer's service does not begin on the first day of the billing cycle or end on the last day of the billing cycle, the charge for the fraction of the billing cycle in which service was furnished will be calculated on a pro rata basis or a bill credit may be applied for the fraction of the billing cycle in which service was not furnished.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES (CONT'D)

2.3.3. BILLING DISPUTES

The customer is responsible for notifying the Company of any charges in dispute and the specific basis of such dispute. All charges not in dispute shall be paid by the customer by the payment due date. Upon notification of a dispute, the Company shall undertake an investigation of the disputed charges. At the conclusion of the investigation, the Company shall notify the customer of any amount determined by the Company to be correctly charged and such amount shall become immediately due and owing. Amounts determined by the Company to be correctly charged shall also be subject to the late payment charge specified in this Tariff. In the case of unresolved disputes the customer may contact the Bureau of Consumer Services at the following address:

The Bureau of Consumer Services
The Pennsylvania P.U.C.
P.O. Box 3265
Harrisburg, PA 17120
Telephone No: 1-800-782-1110

2.3.4. ADVANCE PAYMENTS

The Company may require a customer to make an advance payment before services and facilities are furnished in the following cases: 1) the construction of facilities and furnishing of special equipment, or 2) temporary service for short-term use. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. 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. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.3. PAYMENTS AND CHARGES (CONT'D)

2.3.5. DEPOSITS

Deposits may be required from customers whose credit history is unacceptable or unavailable. Deposits will be collected and returned in accordance with Commission regulations at 52 Pa. Code §64.31 and §64.41. Interest accrued on deposits shall be calculated pursuant to the Loan Interest and Protection Law, as set forth in 66 Pa. C.S. §1404§(c)(6), and shall be payable without deductions for taxes.

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The fact that a deposit may have been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to the prompt payment of bills or constitutes a waiver or modification of the regular practices providing for discontinuance of service for non-payment of any sums due the Company for service rendered.

2.3.6. RETURNED CHECK CHARGE

The customer will be assessed a charge of twenty dollars (\$20.00) for each check, draft, or electronic funds transfer, in addition to any late payment charges as specified in Section 2.3.7, submitted by the customer to the Company which a financial institution refuses to honor.

2.3.7. LATE PAYMENT CHARGE

Where payment of any billed amount is not received within five (5) days after the due date, the unpaid balance carried forward to the next month's bill may be subject to a late payment charge in the amount of 1.25% of the unpaid balance for residential customers, and 1.5% of the unpaid balance for business customers. Late payment charges do not apply to the disputed amounts portion of unpaid balances, if resolved in favor of the customer. The disputed portion of unpaid balances, if resolved in favor of the Company, may be subject to the late payment charge as of the original due date noted on the customer's bill. Undisputed amounts of the same bill may be subject to the late payment charge if they remain unpaid by the due date on the customer's bill.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE

2.4.1. CANCELLATION OF SERVICE

The customer may cancel service at any time upon written or oral notice to the Company. Upon such termination the customer 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.

2.4.2. DISCONTINUANCE OF SERVICE

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency:
1. For nonpayment of an undisputed delinquent account or the undisputed portion of an account where a dispute exists as to part but not all of an amount billed by the Company,
 2. For failure to make a deposit as security for payment of future bills, the failure to provide a guarantee or establish credit, or the failure to comply with the material terms of a payment agreement.
 3. For use of telephone service for any property or purpose other than that described in the application.
 4. In the event of abandonment of the service or any other violation by the customer of the rules, regulations or conditions under which service is furnished.
 5. Any use of service by a customer in such a manner as to interfere unreasonably with or impair the use of service rendered to one or more other customers or that is used for any purpose other than as a means of communication.
 6. Violation of any tariff provision so as to threaten the safety of any person or the integrity of the service delivery system of the Company.
 7. Fraud or material misrepresentation of identity to obtain telephone service.
 8. Unpaid indebtedness for telephone service previously furnished by the Company in the name of the customer within four (4) years of the date the bill is rendered.

ISSUED: [July 18, 2002](#)

By:

David Lloyd, Director - Tariffs
183 Inverness Drive West
Englewood, Colorado 80112

EFFECTIVE: [July 19, 2002](#)

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.4. CANCELLATION AND DISCONTINUANCE OF SERVICE (CONT'D)

2.4.2. DISCONTINUANCE OF SERVICE (CONT'D)

- A. The Company may suspend service under the following conditions provided that, unless otherwise stated, the customer shall be given seven (7) days written notice to comply with any rule or remedy any deficiency: (Cont'd)
9. In the event of unauthorized or fraudulent use of service.
 10. Without notice when the use of the service by a customer endangers the safety of a person or appears likely to prove physically harmful to the service delivery system of the Company. At the time of suspension, the Company will mail a notice of suspension to the customer's billing address.
- B. Pursuant to notice to the customer in accordance with Commission regulation at 52 PA Code, Chapter 64.123, when at least ten (10) days have passed since suspension of service, the Company may terminate service for failure to pay a reconnection fee and to remedy the original grounds for suspension due to any of the following reasons: 1) failure to make satisfactory arrangements to pay arrearages; 2) failure to post a deposit, furnish a third-party guarantee or otherwise establish credit; 3) failure to meet the requirements of a payment agreement; or 4) failure to give adequate assurances that an unauthorized use or practice will cease.

2.4.3. CHANGES IN SERVICE

The customer will be assessed a Service Change Charge for any request of change in service, as specified in Sections 5 and 6, following. Appropriate premises work charges may also apply in addition to prorated monthly charges, if applicable. Service Change Charges are listed in Section 4.

2.4.4. RESTORATION OF SERVICE

A reconnection fee per occurrence may be charged when service is re-established for customers who have been suspended for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer premises visit is required, an additional fee may be charged.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.5. PROVISION FOR CERTAIN LOCAL TAXES AND FEES

2.5.1. GENERAL

Any assessments, franchise fees, privilege, license, occupation, excise, or other similar fees or taxes, whether in a lump sum or at a flat rate, or based on receipts, or based on poles, wire or other utility property units, imposed upon the Company by any governmental authority shall be added pro rata, insofar as practical, to the rates and charges stated in the Company's standard schedules, in amounts which in the aggregate for the Company's customers of any political entity shall be equal to the amount of any such fee or tax upon the Company. The Company shall, so long as any such tax or fee is in effect, add to the bills of the customers in such political entity pro rata on the basis of the revenue derived by the Company from each such customer, an amount sufficient to recover any such tax or fee, and may list this amount separately on the bill.

2.5.2. SURCHARGE

There shall be added to charges billed for service under this Tariff, PA P.U.C. No. 1 (except as otherwise specified), a surcharge of 0.00% for service rendered on or after the effective date of this Tariff.

The above surcharge will be recomputed using the elements prescribed by the Commission:

- Whenever any of the tax rates used in the calculations of the surcharge are changed.
- Whenever required by action of the Pennsylvania Public Utility Commission.

The above recalculation will be submitted to the Commission within 10 days after the occurrence of the event or date which occasions said recomputation. If the recomputed surcharge is less than the one in effect, the Company will, and, if the recomputed surcharge is more than the one in effect, the Company may, submit with such recomputation a Tariff revision to reflect such recomputed surcharge, the effective date of which shall be 10 days after filing.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.6. NOTICES AND COMMUNICATIONS

All notices or other communications required to be given pursuant to this Tariff will be in writing except where notice is provided in this Tariff. 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, postage 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.

COMPETITIVE LOCAL SERVICE

2. GENERAL REGULATIONS

2.7. SPECIAL CONSTRUCTION

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable effort basis at the request of the customer. Special construction includes, but is not limited to, construction undertaken:

- where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- of a type other than that which the Company would normally utilize in the furnishing of its services;
- over a route other than that which the Company would normally utilize in the furnishing of its services;
- in a quantity greater than that which the Company would normally construct;
- on an expedited basis;
- on a temporary basis until permanent facilities are available;
- involving abnormal costs; or
- in advance of its normal construction.