

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO EXCHANGE ACCESS AND END-USER  
COMMUNICATION SERVICES WITHIN  
THE STATE OF WEST VIRGINIA

[AS OF DECEMBER 9, 2004 ALL PRODUCTS AND SERVICES CONTAINED IN THIS TARIFF ARE AVAILABLE TO CURRENTLY  
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Issued by: Senior Manager - Regulatory Attorney (C)  
7037 Old Madison Pike, Suite 400 (C)  
Huntsville, Alabama 35806 (C)

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**CHECK SHEET**

The pages of this tariff are effective as of the date shown. 1st Rev. and revised pages, as named below, contain all changes from the original tariff that are in effect as of the date hereof.

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(C)

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify text change (C)
- (D) - To signify decrease in rate (C)
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (O) Indicates omissions (N)
- (T) - To signify temporary rates and/or surcharges (C)

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange end-user communications services by Business Telecom, Inc. d/b/a BTI, hereinafter referred to as the Company, to customers within the State of West Virginia.

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**SECTION 1.0 - DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

Access Line: A circuit between the station protector on the Customer's telephone service or PBX to, and including, the serving central office main frame.

Advance Payment: Part or all of a payment required before the start of service.

Authorized User: A person, firm corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business Customer: In general, Business Customers are those who have access lines that terminate at offices, mills, stores or a business location. Business rates apply if the service is used primarily or substantially for business purposes even if the access line does not terminate at a business location, or if the access line has a business directory listing.

Call: A completed connection established between a calling station and one or more called stations.

Collect Billing: A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Communication Services: The Company's local exchange switched telephone services.

Company: Business Telecom, Inc. d/b/a BTI, the issuer of this tariff.

Customer or Subscriber: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

ILEC: Incumbent Local Exchange Carrier.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by BTI and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

Local Exchange Carrier or ("LEC"): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

Nonrecurring Charges: One-time charges most often associated with installation, ordering, or account establishment.

Station-to-Station Call: A service whereby an End User places a non-Person-to-Person call with the assistance of an operator.

Person-to-Person Call: A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, that continue for the agreed upon duration of the service.

Residential Customer: In general, Residential Customers are those who have access lines that terminate at a private residence where a business listing is not employed in the Company's telephone directory. Customers residing college dormitory rooms, apartment complexes, hotels, etc. that subscribe to individual service are also considered Residential Customers.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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**SECTION 2.0 - REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of West Virginia, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.2 Use of Service**

The Service(s) provided by the Company may be used for any lawful purpose consistent with the transmission and switching parameters and rules of the facilities utilized in the provision of the Service. The Customer shall not make use of the Services or underlying network:

- (A) in any way which might reasonably be expected to frighten, abuse, torment, or harass another;
- (B) in such a manner as to unreasonably interfere with the use of the Service by any of the Company's customers; and/or
- (C) to transmit any material which, in the Company's sole discretion:
  - (1) violates any U.S. or state regulation, including material which infringes another's intellectual property rights,
  - (2) is threatening or obscene, libelous, defamatory or violates any right of privacy of another,
  - (3) is discriminatory or otherwise offensive.

*Material that originally appeared on this Page now appears on Section 2, Page 2.1.*

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Shortage of Equipment or Facilities**

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff 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.

*Material that appears on this Page originally appeared on Section 2, Page 2.*

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written agreements 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. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each agreement, or in any extension thereof, service shall automatically renew on the same terms and conditions (including, without limitation, the rates) for successive one year terms unless terminated by either party upon 60 days written notice. The notice must be in the form of a letter, facsimile or e-mail. Notwithstanding any provisions otherwise stated in the tariff, any service that can be initiated by telephone can be terminated by telephone. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the written agreement and this tariff 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Terms and Conditions, (cont'd.)**

- (D) Service may be terminated upon written notice to the Customer if:
- (1) the Customer is using the service in violation of this tariff; or
  - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of West Virginia.
- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any other telephone company exercises control over entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Limitations on Liability**

- (A) Except as otherwise stated in this section, the 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 Section 2.7.
  
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, 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. The Company's entire liability for any claims, loss, damages, or expenses from any cause whatsoever shall not exceed the sums actually paid to the Company by the Customer for the Service giving rise to the claim.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Limitations on Liability, (cont'd.)**

- (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, including but not limited to, its directors, officers, employees, representatives and agents, shall be indemnified and saved harmless by the Customer from and against all claims, demands, activities, suits, actions, losses, liabilities, damages and expense, including court costs, expenses and attorneys' fees due to:
- (1) Any act, negligence 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, except as contracted by the Company;
  - (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; cable cuts, 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, trademarks, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Limitations on Liability, (cont'd.)**

**(D) (continued)**

- (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 paragraph (A) of this Subsection 2.1.5.
- (7)** Availability of performance of any systems or related facilities under the control of or provided by other entities, even if the Company acted as agent in arranging such facilities or services;
- (8)** Injury 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;
- (9)** Any intentional, wrongful act of the Company's employee(s) when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Limitations on Liability, (cont'd.)**

**(D) (continued)**

- (10)** Any representations made by the Company's employees that do not comport or are inconsistent with the provisions of this tariff;
- (11)** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (12)** Any non-completion of calls due to network busy conditions;
- (13)** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities;
- (14)** Content of information passing through the Company's network, including the accuracy or quality of such information.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.5 Limitations on Liability, (cont'd.)**

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) The Company makes no other, and expressly disclaims all, warranties or representations, EXPRESS OR IMPLIED, concerning the service or any content received via the service, 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.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 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.

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**SECTION 2.0 – REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Provision of Equipment and Facilities**

- (A) 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 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.
- (B) 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 the Customer.
- (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 equipment is provided.
- (D) The Company will deliver the Service(s) to the Customer's physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.7 Provision of Equipment and Facilities, (cont'd.)**

- (E) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to be technically and operationally compatible with the facilities of the Company.
- (F) 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. 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; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Universal Emergency Telephone Number Service (911, E911)**

- (A) This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- (B) 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- (C) The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- (D) After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.8 Universal Emergency Telephone Number Service (911, E911), (cont'd.)**

- (E) The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee**

- (A) The Company shall act as the billing agent for the applicable Enhanced 9-1-1 fee(s) for each county in which the Company provides local exchange telephone service while such county has an Enhanced 9-1-1 ordinance in effect.
- (B) The Enhanced 9-1-1 fee shall appear as a separate line item in each regularly issued local exchange service telephone bill rendered by the Company. The amount and the application of the fee shall conform to the current Enhanced 9-1-1 ordinance of the county in which the service, for which the bill is rendered, is provided. Where a single bill is rendered for multiple lines, the total applicable fee amount may appear as a single line item on the bill.
- (C) The Enhanced 9-1-1 fee shall be due and payable on the same basis, except for denial, disconnection or interruption of service considerations, as the charge(s) levied for local exchange access service.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee, (cont'd.)**

(D) Except as specified in the applicable county Enhanced 9-1-1 ordinance, the Enhanced 9-1-1 fee shall be applied to each telecommunications line that is configured so as to receive dial tone from the end office serving the line. The following are considered telecommunications lines for the purposes of application of the Enhanced 9-1-1 fee:

- (1) Tariffed and special assembly access lines, both business and residence;
- (2) Semi-public telephone service access lines;
- (3) Access lines connected to customer owned public telephones;
- (4) PBX trunks;
- (5) CENTREX lines, with the proviso that, except where specified otherwise in a county Enhanced 9-1-1 ordinance, a PBX trunk of the equivalent of eight (8) CENTREX lines to one (1) PBX trunk shall be used for fee application. Fractional amounts shall be rounded up to the nearest whole cent amount. For example, where the fee is \$1.75, each CENTREX line would be billed \$0.22 unless the applicable county Enhanced 9-1-1 ordinance specified otherwise.
  - (a) Application of the CENTREX 9-1-1 fees is done on an account by account (per county) basis, Within a given county, location of the CENTREX lines' customer termination points is irrelevant as long as all of the lines are on a single account.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee, (cont'd.)**

**(D) (continued)**

**(5) (continued)**

**(b)** For example, if a subscriber has 5 service locations in Alpha County (for this example, Alpha County charges the full 9-1-1 fee [which is \$2.00 in the example] for the first 8 CENTREX lines and 1/8 of the fee for additional CENTREX lines) and has 4 CENTREX lines at each location and only one account, he or she will pay 8 times \$2.00 + 12 times \$0.25 (\$0.25 or 1/8 of the full Alpha County business 9-1-1 fee of \$2.00) for a total of \$19.00 per month. If the customer has a separate account at each location he or she will pay \$2.00 times 4 on each of the 5 accounts for a total monthly payment of \$40.00. In this example, if one of the 5 locations is in another county, the 9-1-1 fee must be figured on those 4 lines separately even if all 5 locations are on a single account. This would reduce the Alpha County 9-1-1 monthly fee total to 8 times \$2.00 + 8 times \$0.25 for a total of \$18.00. The total monthly 9-1-1 fee paid by the multi-county customer would be that \$18.00 plus whatever the fee amount would be for the location in the other county.

**(6)** Lines used by the Company for official business and Company public telephone lines shall be exempted from otherwise applicable Enhanced 9-1-1 fees.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee, (cont'd.)**

- (E) Company shall remit to the county, in the manner specified by the County Commission (e.g., mailed check, electronic fund transfer, etc.) and by the last business day of each month (unless the County Commission specifies in writing that less frequent remittance of Enhanced 9-1-1 fee revenues is acceptable), all Enhanced 9-1-1 fees collected by the Company for such county during the preceding month or otherwise applicable period, less a billing and collection fee of 3% of the monies collected. The County Commission may, upon 60 calendar days notice to the Company, change the manner in which the frequency whereby and/or the recipient to which the Company remits Enhanced 9-1-1 fee revenues to the county.
- (F) If the subscriber notifies the Company, in writing, that he or she refuses to pay the Enhanced 9-1-1 fee, Company shall remove all fee amounts from the customer's account, shall cease billing the Enhanced 9-1-1 fee to the customer's account and shall, as soon as feasible, notify the affected county. Fee billing shall remain halted until such time as the subscriber notifies the Company that fee billing should resume. The Company shall not back bill any Enhanced 9-1-1 fee amounts that would have been billed during the period of fee billing cessation or that were removed from the customer's account, as described above. The county is responsible for collection of Enhanced 9-1-1 fee amounts not billed by the Company due to a subscriber's refusal to pay.
- (G) Except where written refusal to pay the Enhanced 9-1-1 fee has been provided, the Company shall back bill unpaid fee amounts.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Billing, Collection, Dispersal of Enhanced 9-1-1 Fee, (cont'd.)**

- (H)** Failure to pay the Enhanced 9-1-1 fee shall not constitute cause for refusal or denial of service by the Company.
- (I)** Except where the subscriber has informed the Company, in writing, that the subscriber refuses to pay the Enhanced 9-1-1 fee, when a subscriber makes only partial payment of a phone bill, the Enhanced 9-1-1 fee shall be the first item covered by the partial remittance.
- (J)** A full month's Enhanced 9-1-1 fee shall be billed even for a fractional month's service.
- (K)** The Company shall be given a period of at least 90 calendar days in which to put into effect any change in the amount of a county's Enhanced 9-1-1 fee(s).
- (L)** The Company shall, for a period of time of no less than two years prior to the current date, an in accordance with generally accepted accounting principles and practices, keep full and appropriate records, by month and by county, of Enhanced 9-1-1 fee amounts billed, collected and disbursed. Such records shall be made reasonably available to appropriate county, state and Public Service Commission officials for legitimate auditing purposes.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.10 Non-routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.11 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 efforts basis at the request of the Customer. Special construction is that construction undertaken:

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

**2.1.12 Ownership of Facilities**

The Company shall remain the sole owner of any equipment it provides and/or installs at the Customer's premises.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1.** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require applicants for service who intend to use the Company's offerings 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 West Virginia Public Service Commission regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A customer, joint user, or authorized 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, at its sole discretion, may 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 nonrecurring installation charges as stated in this tariff will apply.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) the proper installation, operation and maintenance of Customer-provided equipment used in connection with the Company's facilities or equipment;
- (C) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (D) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (cont'd.)**

- (E) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(D). 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 the 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;
  
- (F) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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. friable asbestos) prior to any construction or installation work;

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (cont'd.)**

- (G) 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(E); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- (H) not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- (I) not causing any harm to the Company's equipment and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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; and
- (J) arranging for the installation of any additional premises wiring, if needed, at Customer's sole cost and expense after the Company terminates the Service(s) at the recognized point of demarcation.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, 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 (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels**

**2.4.1 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 tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

The Company will deliver the Service(s) to the Customer at the physical address set forth on an order for the Service(s) and terminate such Service(s) at the recognized point of demarcation.

**2.4.2 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 recognized point of demarcation.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities and in compliance with any industry standards and/or FCC rules and 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 Customer-provided equipment and wiring shall be such as not to cause damage to the 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, subject to prior Customer approval of the equipment expense.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**2.4.3 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 Section 2.4.2(B) 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

*Material that appears on this Page originally appeared on Page 25.*

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Customer Deposits and Advance Payments, (Cont'd.)**

**2.5.2 Deposits**

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with West Virginia Public Service Commission rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. The Deposit will not exceed an amount equal to: (1) one month's charges for residential services and one and one-half months' charges for business services; or (2) the charges that would apply for the minimum payment period for a service or a facility that 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. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. A deposit may be required in addition to an advance payment.
- (B) The Company reserves the right to periodically review the Customer's credit worthiness and credit terms. The Company may request an initial deposit or an additional deposit based on the Customer's payment history and credit worthiness.
- (C) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (D) Deposits will accrue interest annually at the rate determined by the West Virginia Public Service Commission in accordance with West Virginia rule 150CSR6-2.2.c.3. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Customer Deposits and Advance Payments**

**2.5.2 Deposits, (Cont'd.)**

- (E) The Company shall automatically refund the deposits of residential Customers who have paid bills for service for nine (9) consecutive months without having had service discontinued for nonpayment or had more than two (2) occasions on which a bill was not paid within the period prescribed and are not then delinquent in payment.
  
- (F) The Company shall automatically refund the deposits of business Customers who have paid bills for service for twenty-four (24) consecutive months without having had service discontinued for nonpayment or had more than one (1) occasion on which a bill was not paid within the period prescribed by Commission rules and are not then delinquent in payment.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

- (A) The requirements listed below apply to all Customers of the Company. See Section 2.6.8 for special payment arrangements applicable to Residential and Student Customers.
- (B) The Customer is responsible for payment of all Services and facilities, including, calls or Service originated at the Customer's number(s), originated by use of calling cards or the Company assigned special billing numbers, and for all installation charges, special charges and surcharges, recurring monthly fees assessed by authorized regulatory agencies or third parties from whom the Company obtains facilities to provide the Services.
- (C) The Customer shall not attempt to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards, including, but not limited to, rearranging, tampering with, or making connections not authorized by the Company to any Service or component used to furnish Service, or using Toll Free Service with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis. The Customer shall remain liable for all unauthorized of the Company's Service(s) by Users. The Company may analyze any and all information at its disposal, including credit surveys, call detail records and any other information to confirm unauthorized use. The Customer shall pay for unauthorized or fraudulent use at the Company's highest usage charges applied to network usage and attempted network usage, whether or not a terminating connection was achieved, plus all costs incurred by the Company to detect, discover, observe, investigate, analyze, examine and locate the party responsible for unauthorized or fraudulent use.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

- (D) The Customer shall render payment in the amount of and on or before the date stated on the invoice.
- (E) If the Customer pays via bank draft or credit card draft, the Customer's account will be drafted within 14 days after the conclusion of the billing cycle for the full amount due. In order to cancel a bank draft or credit card draft written notification must be received by the Company at least ten (10) business days prior to the conclusion of the Customer's current billing cycle. Upon receipt of notice to cancel a bank draft or credit card draft, the Customer shall the Company to make all credit inquiries necessary to make a determination regarding the extension of credit terms to the Customer and the Company reserves its right to require security deposits pursuant to Section 2.5.
- (F) Municipal Taxes are billed as a separate line item and are not included in any quoted rates.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable on or before the date stated on the invoice.
- (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 on or before the date stated on the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) 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 thirty (30) days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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 tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) All past due amounts shall bear interest at 1.5% per month for business Customers and 1.0% per month for residential Customers. Such amount will apply to checks or drafts presented for payment which are returned, plus an additional service charge up to the maximum allowed by law. If an attorney or collection agency is required to collect any amounts due, the Customer shall pay the Company's reasonable costs. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

*Some Material that originally appeared on this Page now appears on Pages 23 and 30.*

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause**

The Company may refuse, terminate, discontinue or limit the use of service (either temporarily or permanently) to the Customer for the following reasons provided in this Section 2.6.3. Customers will be provided ten (10) days written notice prior to discontinuance, as well as two attempts will be made by the Company to contact the Customer by telephone, twenty-four (24) hours prior to discontinuance of service, unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A), 2.6.3(B), 2.6(D) and 2.6.3(E) 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 tariff, may declare 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.

- (A) Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) 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.
- (D) 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.

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**SECTION 2.0 – REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.3 Discontinuance of Service for Cause, (cont'd.)**

- (E) Upon any governmental prohibition or governmental 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.
- (F) The Company shall suspend, terminate, disconnect or limit the use of Service in circumstances where the Customer's unlimited access to the network might result in substantial loss of revenue to the Company.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.
- (I) Without notice in the event that a condition on the Customer's premises is hazardous.
- (J) The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after fifteen (15) days, the Customer has not complied with the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service in accordance with the notice period referenced in this Section 2.6.3.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company sixty (60) days written notice of desire to terminate service.

**2.6.5 Cancellation of Application for Service**

- (A) 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.
- (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 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.
- (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, may apply. 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 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.6 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.

**2.6.7 Return Check Charge**

A service charge of \$15.00 will be assessed in accordance with West Virginia law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

*Some Material that appears on this Page originally appeared on Page 24.*

*Material that originally appeared on this Page now appears on Page 31.*

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Payment Arrangements, (Cont'd.)**

**2.6.8 Special Billing Arrangements for Residential and Student Customers**

Residential Customers shall render payment by using one of BTI's Preferred Payment Methods.

**(A) Preferred Payment Methods for Residential Accounts:**

- (1) Automatic Bank Draft** – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of the invoice.
- (2) Automatic Credit Card Payment** – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.
- (3) Electronic Payment** – Payment on account is made by the Customer through the BTI Electronic Payment System on or before Day 24 after the date of the invoice.

**(B) Preferred Payment Methods for Student Accounts:**

- (1) Automatic Bank Draft** – Payment on account is automatically charged to Customer's chosen bank account on or before Day 24 after the date of invoice.
- (2) Automatic Credit Card Payment** – Payment on account is automatically charged to Customer's chosen credit card on or before Day 24 after the date of invoice.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) 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;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within five (5) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.4 Application of Credits for Interruptions in Service**

- (A) Credit allowance for interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in this Tariff. 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 caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities. 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. The credit shall apply only to monthly recurring charges and does not affect any charges based upon the Customer's actual usage of the Services. The credit will apply against future services only and will not reduce the amount of any outstanding balance.
- (B) For calculating credit allowances, every month is considered to have 720 hours.
- (C) No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Allowances for Interruptions in Service, (Cont'd.)**

**2.7.4 Application of Credits for Interruptions in Service, (cont'd.)**

- (D) The Customer shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues. This credit applies only to monthly recurring charges, and does not affect any charges based upon Customer's actual usage of Company's services.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

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7037 Old Madison Pike, Suite 400 (C)  
Huntsville, Alabama 35806 (C)

**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.7 Allowances for Interruption in Service, (Cont'd.)**

**2.7.5 [Reserved for Future Use]**

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.8 Cancellation of Service/Termination Liability**

**2.8.1** If the Customer cancels or terminates an order prior to the installation of non-contracted Services, the cancellation request shall be administered in accordance with the regulations stipulated in Section 2.6.5.

**2.8.2 Cancellation by the Customer without Cause**

The Customer's rates and discounts, if any, are provided to the Customer in exchange for the Customer's commitment to obtain the Services for the agreed upon term of the Term Plan Agreement. If the Customer terminates all or any part of the Services obtained under the Term Plan Agreement prior to the expiration of the Initial Term or any Renewal Term then in effect for any reason other than Cause (as set forth in the following 2.8.3 below), then, in addition to payment for all Services rendered through the effective termination date, the Customer shall be liable to the Company for liquidated damages, and not as a penalty, an amount equal to the sum of all of the following that apply to the Service(s) terminated by the Customer;

(A) a charge equal to 100% of the monthly recurring charges for the Service(s) terminated multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;

*Some Material that originally appeared on this Page now appears on Page 37.*

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.8 Cancellation of Service/Termination Liability, (Cont'd.)**

**2.8.2 Cancellation by the Customer without Cause, (cont'd.)**

(B) for each other Service that is terminated, a charge equal to the greater of the following:

- (1) 100% of the sum of the minimum monthly usage commitment, if any, and any monthly recurring charge applicable to the Service terminated, multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;  
or
- (2) the average of the highest three (3) months billed for such terminated Service (including, without limitation, any monthly recurring charge applicable to such Service) since the beginning of the Term Plan Agreement multiplied by the number of months remaining in the Initial Term or the Renewal Term then in effect;

(C) a charge equal to the total costs and expenses incurred by the Company in connection with installing, providing and removing a Service, including any early termination or cancellation charges incurred by the Company from third parties on the Customer's behalf. In addition, the Company shall be entitled to the cost of collection of the forgoing amounts including, without limitation, court costs, reasonable attorney's fees and interest on past due amounts.

Where the Customer received reduced rates or a discount because the Customer subscribed to more than one Service, the Customer's termination of one Service may result in the forfeiture of the Customer's reduced rates or discount for that Service or Services that are not terminated, and the Customer shall be liable to the Company for the amount of discount received by the Customer for the period from the beginning of the term of the Agreement for such Services up to and including the effective date of the termination of the Service or Services terminated.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.8 Cancellation of Service/Termination Liability, (Cont'd.)**

**2.8.3 Cancellation by the Customer with Cause**

A customer may have his service disconnected upon written notice to Company. Company will hold the customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date written cancellation notice is received, whichever is later. The Customer must provide 60 days written notice of cancellation in advance.

If the Customer is receiving multiple types of Services, or receiving Services at multiple locations, the Customer's right to terminate Service(s) as set forth in this section shall be limited to termination of the affected Service(s) only or at the affected location(s) only.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.8 Cancellation of Service/Termination Liability, (Cont'd.)**

**2.8.4 Cancellation by the Company**

- (A) The Company may refuse, terminate, discontinue or limit the use of Service (either temporarily or permanently) to the Customer or withhold the provision of ordered or contracted Service, without liability to the Customer, upon such notice as is required by the governing regulatory body (or if no such notice is required, upon forty-eight (48) hours notice) and in addition to Section 2.6.3:
- (1) if any balance is past due;
  - (2) if the Customer exceeds its credit limit and does not cure within the applicable notice period referenced above in this section after receipt of such notice, which such notice may be by phone, mail, fax or e-mail; or
  - (3) when necessitated by conditions beyond the Company's control;
  - (4) by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing the Service.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.8 Cancellation of Service/Termination Liability, (Cont'd.)**

**2.8.4 Cancellation by the Company, (cont'd.)**

**(B)** In addition, the Company may immediately and without notice terminate and/or block Services without incurring liability to the Customer for the following reasons:

- (1)** if the Customer refuses to furnish information or furnishes false information essential for billing by the Company or for the Company's determination of the Customer's credit worthiness;
- (2)** the Customer indicates that the Customer will not comply with a request from the Company for security for the payment of Services;
- (3)** the Customer's usage exceeds parameters based on historical usage by the Customer.

In the event the Company permanently terminates Service to the Customer under this section, any agreement between the Customer and the Company, including Terms and Conditions, shall terminate. The Customer shall be liable for all liquidated damages.

**2.8.5 Final Invoice**

Upon termination, the Company shall forward a final invoice to the Customer, which such invoice will include, without limitation, all charges (including, without limitation, recurring charges) incurred up to the effective termination date and all applicable liquidated damages.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.8 Cancellation of Service/Termination Liability, (Cont'd.)**

**2.8.6 Company Contact Information for Cancellation**

The Customer shall use the following addresses for cancellation and disconnect requests only:

- (A) FAX – 800-292-1057
- (B) Email – SEDR@bti.com
- (C) US Mail – Business Telecom, Inc., SE Order Group, 7037 Old Madison Pike, Suite 400, Raleigh, NC 27609
- (D) Such request shall include all of the following that apply:
  - (1) an itemized list of the Service(s) that Customer wishes to disconnect;
  - (2) the Customer's account number;
  - (3) affected circuit ID's;
  - (4) affected telephone numbers; and,
  - (5) the Customer contact information (i.e., name, address, telephone number, fax number, and email address).

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.10 Use of Customer's Service by Others**

**2.10.1 Resale and Sharing**

SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE WEST VIRGINIA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the West Virginia Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.10.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.11 Transfers and Assignments**

The Company may not transfer or assign the Customer's agreement with the Company, including the Terms and Conditions, or use of any of the Services (including resale and subtending of Internet service) without the written consent of the Company, which such consent shall be at the sole and absolute discretion of the Company. All regulations and conditions contained in this Tariff shall be binding on the Customer and his/her respective personal and legal representatives, successors and permitted assigns.

The Company may assign its rights and duties to (a) 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.

**2.12 Notices and Communications**

**2.12.1** The Customer shall designate a specific person as the contact with authority to conduct business with the Company. The Customer shall notify the Company in writing if the Customer's contact person is changed. The Company reserves the right to reject any Customer requests, cancellations and/or notices received from any person other than the designated Customer contact person.

**2.12.2** The Company shall designate on the written agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.12.3** The Company shall designate on the written agreement an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.12.4** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing.

**2.12.5** 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.13 Restoration of Service**

**2.13.1** Service suspended by the Company and later restored, will be subject to a reconnection fee as defined in Section 4.2.3 of this tariff. Service disconnected by the Company and later re-installed, will be subject to all applicable installation charges, and the Customer will pay such charges prior to reinstallation of service.

**2.13.2** The use and restoration of certain telecommunications services in emergencies shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.14 Service Changes**

If the Customer requests to move the location to which the Company provides Service and/or requests changes to an existing Service provided by the Company, the Company will provide Service to the new location and/or accommodate the change in Service to the extent it is technically and economically feasible to do so, as determined in the sole discretion of the Company. To request a move of Service from an existing location to a new location, Customer must contact the Company's Customer Care at least 45 days prior to the move. In the event of a move of the location to which the Company provides Service, one or more of the following charges may apply:

- 2.14.1 In lieu of normal installation charges, dedicated access line Customers will be charged a \$1,000.00 Move Fee;
- 2.14.2 any out of pocket costs incurred by the Company as a result of the termination of the Services(s) either as a result of a move or a change; and/or
- 2.14.3 any increase in rates allowed by applicable law.

In addition, the Company may require the Customer to sign a new Term Plan Agreement for Service in the new location.

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**SECTION 3.0 - DESCRIPTION OF SERVICE**

**3.1 Introduction**

BTI will provide Local Exchange Service throughout the Bell Atlantic serving area within the State of West Virginia. BTI will resell many of the underlying carriers' services that are eligible for resale.

BTI resells business, residential, PBX trunks, and optional services of the ILEC.

Resold features associated with resold local exchange service will be priced according to the rates established for such features in the ILEC's effective intrastate tariffs, together with applicable discounts. The rates for specific resold services are set forth in Section 4 - Rates.

The Company concurs in the rules and regulations, including all footnotes thereto, applying to and governing local exchange telephone service (hereinafter referred to as Exchange Access Service) as set forth in applicable ILEC tariffs on file with and approved by the West Virginia Public Service Commission, and in any amendments thereto as authorized by the West Virginia Public Service Commission or applicable law. The Company does not concur in the rates of the ILEC. The Company's rates are set out in Section 4 of this tariff.

The Company reserves the right to cancel and make void the above concurrence statement, subject to the requirements of the West Virginia Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.3 Charges Based Upon Distance**

Where charges for a service are specified based upon distance, the distance is determined in the following manner:

**3.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in the Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). The airline distance between any two rate centers is determined as follows:

**Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.

**Step 2:** Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.

**Step 3:** Square the differences obtained in Step 2.

**Step 4:** Add the squares of the "V" difference and "H" difference obtained in Step 3.

**Step 5:** Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

**Step 6:** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.4 Charges Based Upon Time-of-Day/Day-of Week**

The peak and off-peak rates apply to that portion of the call occurring within the rate periods stated below. The charges are determined separately for each rate period and the results are totaled.

<u>Rate Period</u>	<u>From</u>	To, but not <u>including</u>	<u>Days applicable</u>
Peak	9:00 A.M.	9:00 P.M.	Monday through Friday
Off-peak	9:00 P.M.	9:00 P.M.	Monday through Friday All day Saturday and Sunday

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Rate Classes and Local Calling Areas**

BTI concurs in the exchange, zone, flat-rate local service area, and measured rate local service area designations specified in Bell Atlantic-West Virginia, Inc.'s Local Exchange Services Tariff. The Company does not concur in the rates of the ILEC. The Company's rates are set out in Section 4 of this tariff.

The Company reserves the right to cancel and make void the above concurrence statement, subject to the requirements of the West Virginia Public Service Commission, at any and such time as it appears that such cancellation is in the best interest of the Company and/or its customers.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.6 Exchange Access Service**

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on, the public switched telecommunications network. Each Exchange Access Service enables users to:

- 3.6.1** receive calls from other stations on the public switched telecommunications network;
- 3.6.2** access other services offered by the Company as set forth in this tariff;
- 3.6.3** access certain interstate and international calling services provided by the Company;
- 3.6.4** access (at no additional charge) the Company's operators and business office for service related assistance;
- 3.6.5** access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- 3.6.6** access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "Full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.7 Local Service Plans**

**3.7.1 Residence**

**(A) Plan 1**

Plan 1 is an economy rate exchange service which provides measured rate calling only, and has no usage charge allowance.

**(B) Plan 2**

Plan 2 provides for flat rate calling only within the originating exchange or zone, and there is no usage charge allowance applicable to calls terminating in other exchanges or zones of the customer's local service area.

**(C) Plan 3**

Plan 3 provides flat rate calling to specified areas with measured calling to all other exchanges or zones within the local service area, and has no usage charge allowance.

**(D) Plan 4**

Plan 4 provides flat rate calling to all exchanges or zones within the local calling area.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.7 Local Service Plans**

**3.7.2 Business**

**(A) Plan 1**

Plan 1 is economy rate exchange service which provides measured rate calling only, and has no usage allowance.

**(B) Plan 2**

Plan 2 provides for flat rate calling to specified areas with measured calling to all other exchanges or zones within the local service area, and has no usage charge allowance.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.8 Touch-Tone Calling Service**

Touch-Tone Calling Service provides for the origination and termination of calls by means of instruments equipped for tone-type address signaling where necessary central office facilities exist.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.9 Hunting Service Arrangements**

Hunting Service is an arrangement which allows completion of an incoming call to any of the lines in a group when the original line (in the group) is busy.

**3.10 Direct Inward Dial (DID) Service**

DID Service is an optional feature which can be purchased in conjunction with resold Trunks. DID Service transmits the dialed digits for all incoming calls allowing the Customer's PBX to route incoming calls directly to individual stations corresponding to each individual DID number. Charges for DID capability and DID number blocks apply in addition to charges specified for Trunks in Section 4.

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Huntsville, Alabama 35806 (C)

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.11 Custom Calling Services**

Customers of the Company's Network Switched Service arrangements may obtain central office based functions which are auxiliary to call processing. The availability of these features is dependent upon the central office which serves the Customer's location. The features in this section are made available on an individual basis (multiple feature discount packages are also available). All features are provided subject to availability; features may not be available with all classes of service.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.12 Directory Assistance**

**3.12.1 Directory Assistance Service**

The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers. The rates specified in Section 4 apply when customers request assistance in determining telephone numbers that are located within the Customer's NPA. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number. Residential customers are provided three free direct-dialed Directory Assistance calls per line per month. The Customer may request up to two numbers per call.

For Directory Assistance calls placed via company operators, the Operator Assisted Local Call charge specified herein applies in addition to the applicable Directory Assistance charge.

**3.12.2 Directory Assistance Call Completion Service**

Directory Assistance Call Completion (DACC) is an optional service available for business and residential Customers accessing the Company's Directory Assistance Service. Directory Assistance Customers may choose to have the Company Directory Assistance Operator complete the call to the telephone number requested without requiring the Customer to redial the number. A Directory Assistance Call Completion Surcharge will apply whether or not the call is answered by the called party or the calling party receives a busy signal. These charges are in addition to the Directory Assistance charge for determining the telephone number requested by the Customer and in addition to any applicable Operator Service charges associated with placing the call.

This service is available where facilities permit and may not be available to all Customers.

(A) Per Call Completion requested: \$0.45

(B) Per Minute Rate:

The per minute rate shall be the per minute rate of the plan the Customer is subscribed to or enrolled in at the time of the call.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.13 Directory Listings**

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

Listings are intended solely for the purpose of identifying subscribers telephone numbers, and as an aid to the use of telephone service. The listings of subscribers are arranged alphabetically and are not intended for special prominence of arrangement.

Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of Company records and the directories, confuse individuals using the directory, or are otherwise deemed inappropriate or problematic.

Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.14 Operator-Assisted Local Calling**

Operator-Assisted Local Calls are calls placed within a Customer's local service area through an operator. Various billing arrangements are available with BTI's operator-assisted service. All charges listed in Section 4 are in addition to any applicable local usage charges.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service**

**3.15.1 General**

Digital Centrex Service is digital business telecommunication system in which the controlling dial switching equipment is located at a Company central office that normally services the principal premises of a Customer. It is offered to Customers with an initial requirement of either between 4 and 200 main station lines. Centrex Service enables the Customer to originate and receive local calls within its system at no additional charge. Service to points within the local calling area is included in the charge for Centrex Service.

- (A) Each Centrex Station Line has the following characteristics:

Terminal Interface: 2-Wire or 4-Wire as required for the provision of service  
Signaling Type: Loop Start  
Pulse Type: Dual Tone Multi-Frequency (DTMF)  
Directionality: Two-Way, In-Only or Out-Only

- (B) Centrex is offered with the following basic services:

Direct Inward Dialing (DID) - allows incoming calls from the local and long distance networks to reach an individual station or group of stations in the system without the assistance of an attendant.

Direct Outward Dialing - permits stations of the system to gain access to the local and long distance networks without the assistance of an attendant, generally by dialing an access code.

Station to Station Dialing - enables individual station users in the system to directly dial other stations in the same system without the assistance of an attendant.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.1 General, (cont'd.)**

**(B) (continued)**

Automatic Identification of Outward Dialing - provides for recording and identifying by station line of the Telephone Company billed outward direct dialed and operator handled long distance calls.

Centrex Service is offered on a contracted basis with three terms: 12, 24 and 36 months. Thirty days prior to the expiration of the contract term, the subscriber may cancel service or renew for a new term commitment. If the subscriber does not cancel or renew the service, service will continue on a month to month basis at the monthly rate associated with the twenty-four month term plan.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.2 Features Groups**

The following Centrex Feature Groups are also offered to Customers for use in their Centrex application.

**(A) General Feature Group Rules**

- (1) The quantity of feature groups offered will be dependent on the switch type.
- (2) The features are offered where facilities permit. This will be dependent on the serving central office.
- (3) Feature operation may vary based on the serving central office.
- (4) Each station line will be associated with one and only one Feature Group.
- (5) Combining of features from two or more Feature Groups will not be allowed.
- (6) Untariffed features cannot be combined with any tariffed Feature Groups to create a new Feature Group.
- (7) All station lines in the same Multi-Line Hunt Group must be equipped with the same Feature Group.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.2 Features Groups, (cont'd.)**

**(B) Individual Feature Groups** - All Feature Groups include the basic service as identified in Section 5.4.1(B) above.

**(1) Feature Group I**

Automatic Line/Direct Connect

**(2) Feature Group II**

Call Block

Call Forwarding Busy Line Variable

Call Forwarding Don't Answer Variable

Call Forwarding Variable

Call Hold

Call Park/Call Retrieve/Answer back

Call Pickup

Call Return

Call Selector

Dial Call Waiting

Direct Call Park

Preferred Call Forwarding

Repeat Dialing

Speed Call Short

Three-Way Conference, Consultation Hold, Call Transfer

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.2 Features Groups, (cont'd.)**

**(B) Individual Feature Groups, (continued)**

**(3) Feature Group III**

- Call Block
- Call Forwarding All Calls
- Call Hold
- Call Park/Call Retrieve/Call Answer back
- Call Pickup
- Call Return
- Call Selector
- Dial Call Waiting
- Directed Call Park
- Preferred Call Forwarding
- Repeat Dialing
- Speed Call Short
- Three-Way Conference, Consultation Hold, Call Transfer

**(4) Feature Group IV**

- Call Forwarding Busy Line Fixed
- Call Forwarding Don't Answer Fixed
- Station Restriction - Full Denied Origination

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.2 Features Groups, (cont'd.)**

**(B) Individual Feature Groups, (continued)**

**(5) Feature Group V**

Call Hold  
Dial Call Waiting  
Speed Calling Short  
Station Restriction - Full Denied Terminating  
Three-Way Conference, Consultation Hold, Call Transfer

**(6) Feature Group VI**

Call Forwarding Variable  
Three-Way Conference, Consultation Hold, Call Transfer

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.2 Features Groups, (cont'd.)**

**(B) Individual Feature Groups, (continued)**

**(7) Feature Group VII**

Call Block  
Call Forwarding Busy Line Fixed  
Call Forwarding Don't Answer Fixed  
Call Forwarding All Calls  
Call Hold  
Call Park/Call Retrieve/Answer back  
Call Pickup  
Call Return  
Call Selector  
Dial Call Waiting  
Directed Call Park  
Preferred Call Forwarding  
Repeat Dialing  
Speed Call Short  
Three-Way Conference, Consultation Hold, Call Transfer

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.4 Equivalent Trunks**

For the calculation of any additional usage charges, the equivalent PBX trunks are determined solely based on the number of main station lines as designated below.

No. of Main & Extension Station <u>Lines</u>	Equivalent PBX <u>Trunks</u>	No. of Main & Extension Station <u>Lines</u>	Equivalent PBX <u>Trunks</u>
1	1	140-155	19
2	2	156-171	20
3	3	172-189	21
4-6	4	190-207	22
7-10	5	208-225	23
11-15	6	226-243	24
16-21	7	244-262	25
22-28	8	263-281	26
29-36	9	282-300	27
37-45	10		
46-54	11	Each Additional 18 Main Station	
55-64	12	Lines or Fraction Thereof: 1 Trunk	
65-75	13		
76-86	14		
87-98	15		
99-111	16		
112-125	17		
126-139	18		
140-155	19		
156-171	20		
172-189	21		
190-207	22		

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.5 Feature Group Definitions**

**Automatic Line/Direct** - When the line goes off hook the station automatically connects the caller to a preassigned Centrex station line.

**Call Block** - Allows the ability to block incoming calls from six (6) preset phone numbers that have been entered into the system. Where facilities permit.

**Call Forwarding Busy Line Variable** - Automatically reroutes calls to a designated station programmed by your customer or to your customer's voice mail if their line is busy.

**Call Forwarding Busy Line Fixed** - Automatically reroutes calls to a designated station programmed by BTI or to your customers' voicemail if their line is busy.

**Call Forwarding Don't Answer Variable** - Automatically reroutes calls to another station programmed by your customer if they haven't responded within a preset number of rings.

**Call Forwarding Don't Answer Fixed** - Automatically reroutes calls to another station programmed by BTI if the recipient doesn't respond within a preset number of rings.

**Call Forwarding Variable** - Forwards all calls wherever your customers would like, inside or outside of their business.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.5 Feature Group Definitions, (cont'd.)**

**Call Hold** - Puts a caller on hold. Unlike a "hold" button, this feature gives them access to dial tone while the call is being held.

**Call Park / Call Retrieve / Answer back** - Lets your customer park a call against their own directory number. The parked call may be retrieved from any station by dialing the feature access code plus the station number.

**Call Pickup** - Allows your customer to answer any ringing phone in their designated group.

**Call Return** - Allows your customers to return their last incoming call, even though they may not know who called, with a simple code or a single button. Where facilities permit.

**Call Selector** - Provides a distinctive ringing pattern for up to six specific telephone numbers via a customer created screening list. Where facilities permit.

**Dial Call Waiting** - Lets calls come through even though your customers are already on the line. Provides the ability of the originating Centrex line to invoke call waiting service on intra-group calls by dialing an access code followed by the extension number. A soft tone signals them of a new incoming call.

**Directed Call Park** - Lets your customers park a call against directory number.

**Dual Tone Multi Frequency Service** - Provides tone pulses.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.5 Feature Group Definitions, (cont'd.)**

**Preferred Call Forwarding** - Forwards calls from up to ten numbers your customer selects to any number they designate. Important calls can reach them directly, rather than forwarding to voicemail. Calls not on their special list can be forwarded to still another by using Call Forwarding/Variable Call Forwarding/Busy Line, or Call Forwarding/Don't Answer.

**Repeat Dialing** - Allows your customer to automatically make a repeat attempt to a telephone number until the call goes through if a busy signal was reached on the initial attempt by simply pressing a single button or dialing a short code. Where facilities permit.

**Speed Call Short** - Allows your customers to simply press a few digits to reach their most frequently called numbers.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.15 Digital Centrex Service, (Cont'd.)**

**3.15.5 Feature Group Definitions, (cont'd.)**

**Station Restriction** - Allows your customers to restrict lines to four (4) different restrictions. Outside dialing would not be possible from this station. The restrictions are as follows:

- (1) **Outgoing** - a call dialed, other than a Centrex intragroup call to an attendant or announcement.
- (2) **Incoming** - Calls from outside the Centrex group will be routed to an attendant or announcement.
- (3) **Station to Station** - All calls dialed to the station will be routed to an attendant or an announcement.
- (4) **Total** - All calls dialed to or from the Station will be routed to an attendant or an announcement.

**Three-Way Conference, Consultation Hold, Call Transfer** - Turns a two-way call into a mini-conference. Add a third person to a call at any time by pressing a hook/flash. This feature also enables your customers to put a caller on hold and to transfer calls, even cellular calls, to another line either inside or outside their Centrex system.

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**SECTION 4.0 - RATES**

**4.1 General**

BTI resells all services at the ILEC tariffed rate for monthly recurring and usage, non-recurring and installation charges.

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exchange Access Service**

**4.2.1 Monthly Recurring Charges**

**(A) Residential**

	<u>Monthly</u>
(1) Plan 1:	\$ 6.00
(2) Plan 2:	\$15.00
(3) Plan 3:	\$22.00
(4) Plan 4:	\$29.00

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exchange Access Service, (Cont'd.)**

**4.2.1 Monthly Recurring Charges, (cont'd.)**

**(B) Business**

	<u>Monthly</u>
(1) Plan 1: Individual Line or Trunk	\$24.00
(2) Plan 2: Individual Line	\$60.00
PBX Trunk	\$70.00

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exchange Access Service (Cont'd.)**

**4.2.1 Monthly Recurring Charges (cont'd.)**

**(C) Touch-Tone**

	<u>Residence</u>	<u>Business</u>
Per line	\$0.00	\$0.00
Per trunk	\$0.00	\$0.00

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exchange Access Service (Cont'd.)**

**4.2.2 Usage Charges**

**(A) Usage Rates, Per Minute or Fraction Thereof:**

**(1) Peak-**

<u>Airline Miles</u>	<u>Initial Minute</u>	<u>Additional Minute</u>
0	\$0.0430	\$0.0280
1-10	\$0.0520	\$0.0340
11-16	\$0.0600	\$0.0400
17-22	\$0.0690	\$0.0460
23-30	\$0.0860	\$0.0570

**(2) Off-Peak-**

<u>Airline Miles</u>	<u>Initial Minute</u>	<u>Additional Minute</u>
0	\$0.0129	\$0.0084
1-10	\$0.0156	\$0.0102
11-16	\$0.0180	\$0.0120
17-22	\$0.0207	\$0.0138
23-30	\$0.0258	\$0.0171

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exchange Access Service (Cont'd.)**

**4.2.3 Nonrecurring Charges**

	<u>Residence</u>	<u>Business</u>
<u>Order Processing</u>		
Establish/relocate account	\$50.00	\$50.00
Moves, changes (excluding custom calling, add'l listings)	\$12.00	\$12.00
Additions (except as specified below)	\$12.00	\$12.00
Establish or change custom calling, voice-dialing, or add'l listings (per feature)	\$5.00	\$5.00
Record change Per Feature	\$5.00	\$5.00
<u>Line/Trunk Charges</u>		
Line connection	\$50.00	\$50.00
Line restoral	\$125.00	\$125.00
<u>Customer Premise Visit</u>		
Customer Premise Visit Charge (1hr Min)	\$150.00	\$150.00 <b>(D)(C)</b>
Each Additional 30-Minute Increment After Minimum is met	\$75.00	\$75.00 <b>(I)(C)</b>

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.3 Hunting Service Arrangements**

Per individual line or trunk in a group so arranged:

Monthly Recurring  
\$1.40

**4.4 Direct Inward Dial (DID) Service**

One DID Additive charge applies for each DID-equipped Trunk. The Customer is required to purchase at least one DID number block for each DID-equipped trunk or trunk group.

	<u>Nonrecurring</u>	<u>Monthly Recurring</u>
DID Additive	\$105.08	\$12.55
Block of 20 DID Numbers		
First	\$732.22	\$25.71
Additional	\$ 24.87	\$25.71

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.5 Custom Calling Services - per line**

	<u>Residence</u>	<u>Business</u>	<u>Usage</u>
Anonymous Call Rejection (to Caller ID customers)	\$0.00	\$0.00	
Call Block	\$4.15	\$4.70	
Call Forwarding	\$3.65	\$4.15	
Call Trace			\$1.00
Call Waiting	\$4.60	\$4.75	
Caller ID	\$6.95	\$8.50	
Caller ID Deluxe	\$7.50	\$9.50	
Fixed Call Forwarding			
Busy Line	\$2.00	\$2.00	
Don't Answer	\$2.00	\$2.00	
Busy Line and Don't Answer	\$2.00	\$2.00	
Home Intercom	\$2.25	N/A	
Intercom Plus Feature	\$6.50	N/A	
Distinctive Ringing (per dependent number)	\$4.50	\$6.50	
Priority Call	\$3.00	\$3.50	
Remote Call Forwarding	\$17.89	\$17.89	
Repeat Call			
Subscription or Per Use	\$2.10	\$2.60	\$0.75
Return Call			
Subscription or Per Use	\$4.15	\$4.70	\$0.75
Speed Calling			
8 code	\$1.65	\$2.25	
30 code	\$3.50	\$4.00	
Select Forward	\$4.00	\$4.50	
Three-way Calling	\$4.50	\$4.50	
Ultra Forwarding	\$5.00	\$7.00	

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.6 Directory Assistance Service**

Per Directory Assistance call beyond the call allowance:

\$0.75

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.7 Operator-Assisted Local Calling**

**4.7.1 Per Call:**

Calling Card, automated	\$0.54
Collect, Third Number, or Operator Dialed	\$1.80

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.8 Digital Centrex Service**

**4.8.1 Service Establishment**

Per System	\$250.00
Per Line	\$21.00
Additions or changes per Line	\$21.00
Subsequent changes per line	\$21.00

**4.8.2 Monthly Recurring Charges**

(1) Per main station line, each line	\$38.70
(2) Business Set Feature Group Basic	\$6.30
(3) Feature Group Pricing	
(a) Feature Group I	\$6.20
(b) Feature Group II	\$8.55
(c) Feature Group III	\$8.50
(d) Feature Group IV	\$6.30
(e) Feature Group V	\$7.40
(f) Feature Group VI	\$7.20
(g) Feature Group VII	\$8.55

**4.8.3 Miscellaneous Terminations**

(1) Trunk Side Terminated (per DS-1)	
(a) Monthly Recurring Charge	\$25.20
(b) Installation Charge	\$34.50

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.10 Expedited Order Charge**

**4.10.1 General**

When placing an order for service(s), as defined in 4.10.2 below, for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to the issuance of an Service Order, or after the Service Order has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled workload, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

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**SECTION 4.0 - RATES, (CONT'D.)**

**4.10 Expedited Order Charge**

**4.10.2 Applicable Services**

The Expedited Order charge applies to the following types of services:

- (A) Local T-1
- (B) ISDN PRI
- (C) Dedicated T-1 for LD services

**4.10.3 Expedited Order Charge Fee**

Expedited Order Charge, per order:

\$1,000.00

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**SECTION 5.0 - SPECIAL ARRANGEMENTS**

**5.1 Special Construction**

**5.1.1 Basis for Charges**

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, or which is unique due to specific customer demands or circumstances as specified in Section 2.1.9, charges will be based on the costs incurred by the Company and may include:

- (A) nonrecurring type charges;
- (B) recurring type charges;
- (C) termination liabilities; or
- (D) combinations thereof.

**5.1.2 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.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:

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**SECTION 5.0 - SPECIAL ARRANGEMENTS, (CONT'D.)**

**5.1 Special Construction, (Cont'd.)**

**5.1.2 Termination Liability, (cont'd.)**

**(B) (continued)**

- (1)** Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
  - (a)** equipment and materials provided or used,
  - (b)** engineering, labor and supervision,
  - (c)** transportation, and
  - (d)** rights-of-way;
- (2)** license preparation, processing, and related fees;
- (3)** tariff preparation, processing, and related fees;
- (4)** cost of removal and restoration, where appropriate; and
- (5)** any other identifiable costs related to the specially constructed or rearranged facilities.

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**SECTION 5.0 - SPECIAL ARRANGEMENTS, (CONT'D.)**

**5.1 Special Construction, (Cont'd.)**

**5.1.2 Termination Liability, (cont'd.)**

- (C) The applicable termination liability is the unpaid balance of a term obligation. The amount of such charge is initially obtained by multiplying the sum of the amounts determined as set forth in 5.1.2.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in 5.1.2.B preceding shall also be adjusted to reflect estimated net salvage, including any reuse of the facilities provided. This product is then adjusted to reflect applicable taxes.

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**SECTION 6.0 - TOLL PRESUBSCRIPTION**

**6.1 General**

Toll presubscription is a procedure whereby an end user or a Pay Telephone Service Provider may select and designate a Toll Provider (TP) to access toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate a TP for intraLATA toll, a different carrier for interLATA toll, or the same carrier for both. This TP is referred to as the end user or Pay Telephone Service Provider preferred toll carrier (PIC).

Each carrier will have one or more access codes assigned to it for various types of service. When an end user or Pay Telephone Service Provider selects a carrier as its preferred toll carrier for a telephone line, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier from that telephone line by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other code-dependent services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).

A TP must use Feature Group D (FGD) Switched Access Service to qualify as a toll provider. All TP's must submit a Letter of Intent (LOI) to the Telephone Company at least forty-five days prior to the date on which the carrier proposes to begin participating in toll presubscription.

Selection of a TP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 6.2, following.

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**SECTION 6.0 - TOLL PRESUBSCRIPTION, (CONT'D.)**

**6.2 Presubscription Change Application**

**6.2.1 Initial Free Presubscription Choice for New Users**

New end users or Pay Telephone Service Providers will be asked to select a primary TP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon a toll carrier at the time, the customer will have thirty calendar days following completion of the service request to make a PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make toll calls.

The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

Initial free selection available to new end users or Pay Telephone Service Providers are:

- (A) Designating a TP as their primary carrier, thereby requiring no access code to access that TP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
- (B) Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all TP's. This choice can be made by directly contacting the Telephone Company.

Following an existing end user's or Pay Telephone Service Provider's free selections, any change is subject to a nonrecurring charge, as set forth in Section 6.6.1, following.

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**SECTION 6.0 - TOLL PRESUBSCRIPTION, (CONT'D.)**

**6.2 Presubscription Change Application, (Cont'd.)**

**6.2.2 Charge for Toll Presubscription**

After expiration of the initial free presubscription choice period for new customers, as specified in Section 6.2.1, the end user or Pay Telephone Service Provider will be assessed a toll presubscription charge as specified in Section 6.6.1, following.

**6.2.3 Cancellation of Toll Presubscription by a TP**

If a TP elects to discontinue Feature Group D service after implementation of the toll presubscription option, the TP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling TP as their preferred toll provider. The TP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new TP and state that the canceling TP will pay the PIC change charge, as provided in (F)(1), following. The TP must provide written notification to Business Telecom, Inc. d/b/a BTI, that this activity has taken place.

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**SECTION 6.0 - TOLL PRESUBSCRIPTION, (CONT'D.)**

**6.3 End User/Pay Telephone Service Provider Change Discrepancy**

**6.3.1** When a discrepancy is determined regarding an end user's designation of a preferred toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any other order other than subsequent, direct customer contact with the Telephone Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

**6.3.2 Verification of Orders for Telemarketing**

No TP shall submit to the Telephone Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been confirmed in accordance with the following procedures:

- (A) The TP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
- (1) the customer's billing name and address and each telephone number to be covered by the PIC change order;
  - (2) the decision to change the PIC to the TP; and
  - (3) the customer's understanding of the PIC change fee; or

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**SECTION 6.0 - TOLL PRESUBSCRIPTION, (CONT'D.)**

**6.3 End User/Pay Telephone Service Provider Change Discrepancy, (Cont'd.)**

**6.3.2 Verification of Orders for Telemarketing, (cont'd.)**

- (B) The TP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in (a) preceding, to confirm the authorization; or
- (C) An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification data (e.g., the customer's date of birth or social security number).

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**SECTION 6.0 - TOLL PRESUBSCRIPTION, (CONT'D.)**

**6.4 PIC Switchback Options**

**6.4.1 Customer denies requesting change of TP:**

When the Telephone Company is contacted by an end user who denies requesting a PIC change, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous TP at no charge.

The TP is in no way relieved of the FCC requirements for:

- (A) Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- (B) Instituting steps to obtain verification of orders submitted to Hardy Telecommunications, Inc.

In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Public Service Commission of West Virginia, 201 Brooks Street, P.O. Box 812, Charleston, WV 25323, or by calling toll free 1-800-344-5113.

**6.4.2 Customer requests switchback to previous TP PIC:**

When the Telephone Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customer's TP to the previous PIC. The customer will be billed the PIC charge as specified in Section 6.6.2, following.

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**SECTION 6.0 - TOLL PRESUBSCRIPTION, (CONT'D.)**

**6.5 PIC Freeze Option**

A PIC Freeze option is available to customers who wish to "freeze" their PIC in an effort to prevent unwanted PIC changes. The customer must notify the Telephone Company and sign a PIC Freeze Authorization Form that notes the carrier that the freeze applies to. The customer may "lift" the freeze by using a three-way call between the carrier, the customer, and the Telephone Company. If the customer changes the PIC, a new form will need to be completed for a freeze to be applied to the new PIC. The freeze will be completed and maintained without charge to the customer.

**6.6 Rates and Charges**

- 6.6.1** Charge for TP Carrier Change \$5.00 per change, per line
- 6.6.2** Charge for Switchback Carrier Change \$5.00 per change, per line

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**SECTION 7.0 – PROMOTIONS**

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**7.1 Reterm Promotion**

Under the Reterm Promotion, existing customers who renew their contract with BTI will receive a one-time credit on the first bill following the renewal of the contract. The Reterm Promotion credit depends on the type of services renewed and the length of the renewal term. The credit does not include long distance usage charges, international usage charges, directory assistance, regulatory charges, surcharges, taxes, and other fees.

In the event the Customer does not complete the term, Customer shall be liable for a discontinuance charge in addition to the reimbursement of the Reterm Promotion credit.

All other applicable product rules, rates, terms and conditions under this Tariff apply.

The Reterm Promotion will be available from January 21, 2009, through July 20, 2009.

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