

**Charter Fiberlink NH-CCO, LLC**

12405 POWERSCOURT DRIVE  
ST. LOUIS, MISSOURI 63131

**LOCAL AND INTEREXCHANGE SERVICE TERMS ADDENDUM**

This Addendum is intended to provide additional Company definitions, rules and regulations to the New Hampshire Uniform Tariff for the furnishing of services and facilities regarding local and long distance telecommunications provided by Charter Fiberlink NH-CCO, LLC to Customers within the state of New Hampshire. This Addendum is not on file with the New Hampshire Public Utilities Commission.

This Addendum is posted on the Company's website at [www.charter.com/tariffs](http://www.charter.com/tariffs) under the state of New Hampshire.

Issued By: Betty Sanders, Director - Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131

Effective Date: April 17, 2012

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**Check Sheet**

The pages listed below, which are inclusive of this Addendum, are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as shown following comprise all changes from the original Addendum and currently in effect as of the date indicated at the bottom of this page.

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1	4 <sup>th</sup> Revised*	22	1 <sup>st</sup> Revised		
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3	1 <sup>st</sup> Revised*	24	2 <sup>nd</sup> Revised*		
4	Original	25	Original		
5	Original	26	2 <sup>nd</sup> Revised		
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19	Original	40	1 <sup>st</sup> Revised*		
20	1 <sup>st</sup> Revised	41	2 <sup>nd</sup> Revised*		

\*New/Revised this filing

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### **Application of Addendum**

This Addendum sets forth additional terms and conditions of services applicable to furnishing intrastate common carrier local and interexchange communications services by Charter Fiberlink-NH-CCO, LLC (the "Telephone Company" or the "Company"), a competitive facilities-based provider, to customers within the state of New Hampshire.

The Company may assign its rights or delegate its obligations under this Addendum to any affiliate or successor in interest. The Customer may not transfer or assign his or her rights or obligations associated with the Services hereunder without the Company's prior written consent.

This Addendum is to be governed by and construed in accordance with the laws of the State of New Hampshire.

In the event of a conflict or inconsistency between (i) the Contract, as defined herein, and (ii) this Addendum, the Addendum will govern.

Should any provision of this Addendum be held by a court or administrative agency of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Addendum will remain in full force and effect.

## 1. Definitions and Terms

**Account** – Either a Customer’s physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

**Alternative Local Exchange Carrier (ALEC) or Competitive Local Exchange Carrier (CLEC)** – Refers to any entity or person providing local exchange services in competition with an ILEC or LEC.

**Application** – A request made orally or in writing (including by electronic means) for Service.

**Authorized Account User** – The person or persons authorized to make changes to a Customer Account including changes to Interexchange Carriers as designated by the account holder. Authorized Account Users shall be limited to two persons for any single postal address.

**Authorization Code** – A multi-digit code that enables a Customer to access the Telephone Company’s or an Other Provider’s network and enables the Telephone Company or Other Provider to identify the Customer’s use for proper billing. Also referred to as a Personal Identification Code or PIN.

**Automated Message Accounting (AMA)** - The data recorded at the switch and used to calculate the amount billed to the End User for local exchange-related charges and interexchange toll charges, if detail billing is required, and to calculate the amount billed to an Interexchange Carrier for access charges due to the Telephone Company for use of its network.

**Automatic Location Identification (ALI)** – The use of a database to associate a physical location with a telephone number.

**Business Service** – Telephone Service to be used primarily for other than family, household or personal purposes, and as described herein.

**Call Features** – Features offered by the Company such as caller identification, call waiting, call forwarding, automatic call rejection as custom ring and defined herein.

**Called Station** – The terminating point of a call (i.e., the caller number).

**Calling Station** – The originating point of a call (i.e., the calling number).

**Calling Area** – A specific geographic area so designated for the purpose of applying a specified rate structure.

**Carrier** – The term “Carrier” means a provider of Telecommunications Service.

## 1. Definitions and Terms (cont'd)

**Central Office** – A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

**Central Office Line** – A circuit directly connecting an individual with a central office.

**Competitive Local Exchange Carrier (CLEC) or Alternative Local Exchange Carrier (ALEC)** – Refers to any entity or person providing local exchange services in competition with an ILEC or LEC.

**Commission** – New Hampshire Public Utilities Commission.

**Connecting Company** – A corporation, association, partnership, individual or other person owning or operating in one or more Exchanges and with which communications services are interchanged.

**Connector** – See “Switch”.

**Connection Charge** – See “Service Charge”.

**Construction Charge** – A separate nonrecurring charge made for the construction of facilities.

**Contiguous Property** – The plot of ground, together with any building thereon, occupied by the Customer or User, which is not divided by public highways or separated by property occupied by others.

**Contract or Service Agreement** – The agreement between a Customer and the Telephone Company under which Services and facilities are furnished. The Contract or Service Agreement may consist of or include the Service Order. Unless stated otherwise by the Contract or Service Agreement, the Contract or Service Agreement may include, incorporate or refer to the provisions of this Addendum.

**Cost** – The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company's general operating and administrative expenses.

**Customer** – The individual, partnership, association, corporation or other person which enters into a Contract for Service and is responsible for the payment of charges and compliance with the Addendum and/or Contract or Service Agreement.

**Customer Provided Equipment or Customer Premises Equipment (CPE)** – Refers to terminal equipment normally used on the Premises and owned or provided by the Customer or User, or owned by the Telephone Company or some other supplier and leased to the Customer or User; including the terminal equipment located or held in inventory on the Premises.

**Grandfathered Service** – A service that will be unavailable to customers who don't currently subscribe. Existing customers who currently subscribe will be allowed to retain the service until: 1) the service is changed at the customer's request; 2) non-pay disconnection of telephone service; or 3) Customer is notified by the Telephone Company that the service has been discontinued.

## 1. Definitions and Terms (cont'd)

**Customer Provision** – Customer purchase or lease of customer-provided equipment from the Telephone Company or from any other supplier.

**Data Access Arrangement** – A protective connecting arrangement for use with the network control signaling unit, or in lieu of the connecting arrangement, an arrangement to identify a central office line and protective facilities and procedures to assure proper operation and protection of the telecommunications network.

**Demarcation Point** – That point (also referred to as Network Interface) or interconnection between the Telephone Company's facilities and the wiring at the subscriber's premise. The Demarcation Point shall consist of wire or a jack conforming to Subpart F or Part 68 of the Federal Communications Commission's Rules and Regulations. The Demarcation Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the Customer's Premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practicable minimum point of entry to the Customer's Premises. The network interface may be located at a point other than the normal demarcation point where the network interface has been previously established by the presence of network equipment. With regard to Premises for any structure that is built to be more mobile (e.g., mobile homes, recreational vehicles), the Telephone Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar Premises may be treated by the Telephone Company as a single unit Premises, with the Demarcation Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

**Delinquent or Delinquency** – An account for which payment has not been made in full on or before the last day for timely payment.

**Digital Transmission** – Information transmitted in the form of digitally encoded signals.

**End User or User** – The ultimate user of the Telephone Service provided by the Telephone Company. See "Customer."

**Exchange or Exchange Area** – A geographically defined area or contiguous areas, including for mandatory extended area service, established by the telephone industry or the Commission, within which Local Exchange Carriers hold themselves out to provide local communications services of the character ordinarily furnished by a single exchange.

**Exchange Station** – A station connected with a central office of the Telephone Company over its own lines.

**Facility (or Facilities)** – Any item or items of communications plant or equipment used to provide or connect to the Services.

**FCC** – Federal Communications Commission.



## 1. Definitions and Terms (cont'd)

**Guide** – A schedule of local and interexchange rates and charges, rules and regulations, terms and conditions.

**Incumbent Local Exchange Carrier (ILEC) or Incumbent Telephone Company** – is any local exchange carrier that on February 8, 1996, provided local exchange service in an Exchange Area, and either as of February 8, 1996 was deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC's regulations, or is a person or entity that, on or after February 8, 1996, became a successor or assign of such a member of the Exchange Carrier Association.

**Harm** – Harm consists of hazards to personnel, damage to Telephone Company equipment, and impairment of service to persons other than the user of the customer-provided equipment. Types of harm include, but shall not be limited to, voltages dangerous to personnel, destruction of or damage to equipment induced noise or cross talk, incorrect dial pulsing, failure of supervision, false answer, incorrect billing, absence or voice band transmission path for call progress signals, and loss of capability to answer an incoming call.

**Holiday** – means all Company-specified holidays: New Year's Day (January 1), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day (December 25).

**Incomplete Call** – Any call where voice transmission between the calling party and the called station is not established (i.e. busy, no answer, etc)

**Individual Line** – An exchange line designed for the connection of a telephone set.

**Initial Service Period** – The minimum length of time for which a Customer is obligated to pay for service, facilities and equipment whether or not retained by the Customer for such minimum length of time.

**Installation Charge** – A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically exempted.

**Interconnection** – The method by which facilities of the Telephone Company are arranged to exchange communications with Other Providers, and to transmit to, or receive information from, customer-provided equipment.

**Interexchange Carrier (IXC)** – A common carrier that provides interexchange domestic or international communications services to the public.

**Interexchange Service** – When referring to the Company, Telephone Service between stations in different Exchange Areas in accordance with the provisions of the Contract or Service Agreement. When referring to Other Providers, interexchange intrastate, interstate or international communications services.

## 1. Definitions and Terms (cont'd)

**IntraLATA** – Communications services, transmissions or facilities that originate and terminate in the same Local Access and Transport Area (LATA).

**InterLATA** – Communications services, transmissions or facilities that originate in one LATA and terminate in another LATA.

**International** – Refers to communications between the U.S. and another country.

**Interstate** – Refers to communications between states within the continental U.S., unless otherwise noted.

**Interruption** – Refers to the disruption of Service such that the Service becomes unusable by the User.

**Intrastate** – Refers to communications within a single state.

**Local Access and Transport Area (LATA)** – means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a LEC provides communications service.

**Local Calling Scope (LCS)** – Refers to combined area where service is furnished at a flat rate within an Exchange Area or between two or more Exchange Areas.

**Local Calling Service Area or Local Service Area** – Refers to the Exchange Area throughout which communications service is rendered to a Customer or Users without the application of toll charges.

**Local Exchange Carrier (LEC)** – An ILEC or CLEC providing communications service within the same Exchange Area or Local Service Area.

**Local Exchange Service or Exchange Service** – When referring to the Company, Telephone Service within an Exchange Area in accordance with the provisions of the Contract and the Addendum. When referring to Other Providers, communications service within an Exchange Area or Local Service Area.

**Local Message** – A completed communication between Customers' stations located within the same Exchange Area or local service area.

**Location** – A physical premise to or from which the Telephone Company provides Service.

**Main Terminal** – The termination of a central office line on a Customer's Premises, usually at a protector.

**Message** – A completed Customer call.

## **1. Definitions and Terms (cont'd)**

**MRC** – The monthly recurring charge

**Multi-Media Terminal Adapter (MTA)** – A modem provided by the Company as CPE that enables the Company network to communicate with the inside wiring of the Premises.

**New Customer** – A Customer who has not had telephone service within the last sixty (60) days.

**NPA** – An area code, otherwise called Numbering Plan Area.

**NXX** – The designation for the first three digits of a local telephone number where N represent 2-9 and X represents 0-9.

**Other Common Carrier** – The term “other common carrier” denotes a specialized or other type of common carrier authorized by the Federal Communications Commission to provide domestic or international communications services.

**Other Provider** – Refers to common carriers or service providers other than the Company, and whose services or facilities are connected to or used by the Company in providing the Services.

**Premises** – The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the Customer or User as a residence or business. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the Customer or User who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.

**Preferred Interexchange Carrier (PIC)** – A code that is assigned to an Interexchange Carrier that identifies to whom the Customer is presubscribed for intrastate and/or interstate interexchange services.

**Private Number Service** – Refers to a non-published and/or non-listed telephone number for the purpose of directory assistance.

**Registered Terminal Equipment** – Equipment registered in accordance with FCC regulations that may be connected to access services of the Telephone Company.

**Residence Service or Residential Service** – Telephone Service to be used primarily for family, personal or household purposes, and as described herein.

## 1. Definitions and Terms (cont'd)

**Service(s)** – The Telephone Company's Telephone Services and related facilities and equipment provided pursuant to the regulations or conditions set forth in this Addendum and the Contract with the Customer.

**Service Agreement** – See "Contract or Service Agreement".

**Service Charge** – The nonrecurring charge a Customer is required to pay for establishing Service or subsequent modification of Service.

**Service Order** – Refers to an application of a Customer for Services. See "Contract or Service Agreement".

**Slamming** – The unauthorized change of a subscriber's local exchange, intraLATA or interLATA telecommunications services carrier.

**Subscriber** – The term "Customer" is synonymous with the term "subscriber".

**Supplemental Facilities or Service** – Services or facilities other than primary service.

**Switch** – A unit of dial switching equipment that provides interconnection between station lines or trunks.

**Telecommunications** – The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**Telecommunications Service(s)** – The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

**Telephone Company or Company** – Charter Fiberlink NH-CCO, LLC.

**Telephone Service** – For purposes of this Addendum, the Company's intrastate Telecommunications Services and voice communications services offered on a common carrier basis.

**Telecommunications Relay Service (TRS)** – TRS enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate with the hearing population not using text telephone and visa versa.

**Telecommunications Service(s)** – The offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the Facilities used.

## 1. Definitions and Terms (cont'd)

**Telephone Set** – A telephone instrument consisting of a transmitter, receiver, and associated apparatus connected to permit transmission and receipt of telephone messages.

**Terminal Equipment** – Equipment at the terminal of a communication circuit.

**Terminal Equipment Accessories** – Devices, apparatus and their associated wiring, provided by a Customer, which do not constitute a communications system and which when connected to the telecommunications system of the Telephone Company, are connected electrically, acoustically or inductively

**Termination Charge** – A charge applied under certain conditions when service is terminated by the Customer before the expiration of the minimum commitment period.

**Timely Payment** – A payment on a Customer's Account made on or before the due date.

**Underground Service Connection** – A Customer's "drop" wire that is run underground from a pole line or an underground distributing cable.

**Underlying Carrier** – A provider of communications services from whom the Telephone Company acquires services that it resells to Customers.

## **2. Rules and Regulations**

The regulations set forth herein apply to intrastate local exchange and interexchange telecommunication services and facilities furnished within the State of New Hampshire by Charter Fiberlink NH-CCO, LLC hereinafter referred to as the Telephone Company or Company.

### **2.1 Obligation and Liability of the Telephone Company**

#### **2.1.1 Availability of Facilities and Equipment**

Services and associated products, facilities, equipment, features and functions will be available in accordance with the Contract, where technically and operationally feasible.

The Telephone Company's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary facilities, pole lines, circuits and equipment. The Company may limit communications, refuse to provide Services or discontinue Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of Other Providers, or (iii) any cause beyond the Company's control.

At the Customer's request, the Company may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional charges based on the Company's actually incurred labor, material or other costs for such non-routine installation or maintenance.

If the installation and maintenance of Service are requested at locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such service, and, if such service is furnished may require the Customer to install and maintain such services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such service.

The advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Telephone Company. The Telephone Company will assure, however, that its local exchange access lines meet standards.

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The Telephone Company will not be responsible if any changes in its Service cause hardware or software not provided by the Telephone Company to become obsolete or to require modification or alternation, or otherwise affect the performance of any such hardware or software.

The Telephone Company shall use reasonable efforts to make Services available by the estimated service date. The Telephone Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by the Telephone Company's vendor(s), and any delays due to any Carrier where the Telephone Company is relying upon such Carrier to meet such estimated due date which is beyond the Telephone Company's control.

## **2. Rules and Regulations (cont'd)**

### **2.1 Obligation and Liability of the Telephone Company (cont'd)**

#### **2.1.2 Interruptions of Service**

In the event of an interruption to the Service not caused by (i) Customer or User-provided systems or CPE, (ii) the connection of customer-provided systems with the facilities or services of Other Providers, (iii) inside wiring or service failure on Customer's side of the Demarcation Point, or (iv) the negligence or willful act of the Customer or User, an allowance will be made if the interruption is continuous for more than twenty-four (24) hours from the time it is reported to or detected by the Telephone Company, upon Customer request. The allowance will be calculated by multiplying the monthly recurring rate (if any) for the affected Service by the ratio that the number of hours such interruption bears to 720 hours. (For the purpose of this computation, each month is deemed to have 720 hours.) Such interruption is measured from the time the Company detects, or the Customer notifies the Company of, its occurrence until such time as the Interruption is cured, rounded to the nearest hour.

Notwithstanding the foregoing, the Company, without incurring any liability whatsoever, may make scheduled Interruptions at any time (i) to ensure compliance by the Customer or User with this Addendum, the Contract, (ii) to ensure proper installation and operation of the Customer's and the Company's equipment and facilities, (iii) to prevent fraudulent use of or access to the Services, or (iv) to perform any other maintenance, testing or inspection reasonably required for the provision of Services hereunder.

The Customer is responsible for providing a suitable supply of commercial electrical power, including outlets, when and where required by the Company for the operation of any Company telecommunications equipment on the Premises. Failure to supply adequate commercial electrical power or battery back-up is considered negligence of the Customer. A Customer may be billed a service dispatch charge whenever a dispatch is made to correct a service interruption caused by (i) customer-provided systems or CPE, (ii) the connection of customer-provided systems with the facilities or services of Other Providers, (iii) inside wiring or service failure on Customer's side of the demarcation point, or (iv) the negligence or willful act of the Customer or a User.

The Customer also agrees to release, indemnify and hold harmless the Telephone Company in using an MTA or a telephone modem that requires electrical power in the event of a failure. Upon Customer's request, the Telephone Company may provide battery back-up for the MTA or modem with the intent of such battery back-up permitting the provision of telephone service in the event of a power outage. However, the provision of telephone Service in the event of a power outage is not guaranteed.

In the event the Customer is affected by an interruption to the Service for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

## 2. Rules and Regulations (cont'd)

### 2.1 Obligation and Liability of the Telephone Company (cont'd)

#### 2.1.3 Limitation of Liability

- (A) Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, with respect to any action, claim, judgment, damages, demand, liability, loss or expense (including without limitation reasonable attorney's fees) brought or incurred by Customer, by any User, or by any other person in connection with the installation, provision, failure, termination, maintenance, repair or restoration of Service (including without limitation 911-related services, emergency calls and service related to errors or omissions in directory listings), will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to section 2.1.2 hereof.
- (B) Except as caused by its willful misconduct or negligence, the liability of the Company, its officers, directors, employees and agents, for defacement of or damages to the Premises or for any personal injury or death arising, directly or indirectly, from the furnishing of Services (including without limitation 911-related services, emergency calls and service related to errors or omissions in directory listings), and including without limitation the installation or removal of any facilities, equipment or wiring associated therewith, will in no event exceed an amount equal to the Service charges incurred by Customer for the period during which the Service was affected. Such amount will be in addition to any amounts that may otherwise be due Customer as allowances pursuant to section 2.1.2 hereof. Customer is solely responsible for connecting any and all apparatus, equipment and associated wiring on Users' Premises to the Services, and no other Carrier or third party engaged in such activity is to be deemed to be an agent or employee of the Company.
- (C) To the extent permitted by any applicable law, the Company's liability for negligence will also be limited to the amounts described in, respectively, sections 2.1.3(A) and 2.1.3(B) hereof.
- (D) To the extent permitted by any applicable regulation, the Company's liability for gross negligence will also be limited to the amounts described in, in, respectively, sections 2.1.3(A) and 2.1.3(B) hereof.
- (E) In no event will the Company be liable for loss of profits (even if the Company has been advised of the possibility of such loss) or for any indirect, incidental, special, consequential, exemplary or punitive damages whatsoever arising, directly or indirectly, from or in connection with the provision of Services (including 911-related service, emergency calls and service related to errors or omissions in directory listings). This limitation of liability shall survive failure of an exclusive remedy, and shall apply regardless of the form of action, whether in contract, tort, warranty, strict liability, misrepresentation, negligence (including without limitation, active and passive negligence) or other theory of recovery.



## **2. Rules and Regulations (cont'd)**

### **2.1 Obligation and Liability of the Telephone Company (cont'd)**

#### **2.1.3 Limitation of Liability (cont'd)**

- (F) Any action or claim against the Company arising from any of its alleged acts or omissions in connection with this Addendum, the Contract or the Service Agreement will be deemed waived if not brought or made in writing within sixty (60) days from the date that the alleged act or omission occurred.

##### **2.1.3.1 Disclaimer**

The Company will have no liability whatsoever to Customer, its Users, employees, agents, subcontractors, or assignees, or to any other person for (i) damages arising out of any Other Providers' performance failures, (ii) any act or omission of any third party furnishing equipment, facilities or service to any User in connection with this Addendum or with the Services, (iii) any failure of Customer or User-provided terminal equipment or communications systems, or (iv) any other act or omission of any Other Provider, User or third party related to the use or provision of Services hereunder.

THE COMPANY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR TITLE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FOR OR IN CONNECTION WITH THE USE OR PROVISION OF SERVICES PROVIDED HEREUNDER.

##### **2.1.3.2 Directory Errors and Omissions**

The Telephone Company's liability for damages due to errors or omissions in directory listings will be limited to a credit of one month's basic service.

In the case of extra listings in the alphabetical section of the directory for which a charge is made, the Telephone Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

The Customer indemnifies and holds the Telephone Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a listing which the Customer has requested to be omitted from the telephone directory or the disclosing of such a listing to any person.

## **2. Rules and Regulations (cont'd)**

### **2.1 Obligation and Liability of the Telephone Company (cont'd)**

#### **2.1.4 Force Majeure**

The Company is excused from any performance due to causes beyond its reasonable control, including but not limited to acts of God, fire, floods, other catastrophes, insurrections, national emergencies, wars, strikes, work stoppages or other labor disputes, unavailability of rights-of-way, disconnection or unavailability (through no fault of the Company) of any Other Provider's facilities or services, or any regulation or other directive, action or request of any governmental authority.

#### **2.1.5 Indemnification**

Subject to the limitations of liability set forth in Section 2.1.3 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, resulting from injury to or death of any person (including injury to or death of their employees) or from the loss of or damage to tangible real or tangible personal property or to the environment, to the extent that such injury, death, loss or damage was proximately caused by any negligent act or omission on the part of the party from whom indemnity is sought, its agents, employees, subcontractors or assignees, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such action, liability, claim or demand. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party is responsible hereunder. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal (provided it pays the cost of any required appeal bond), compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

#### **2.1.6 Indemnification by Customer**

Customer shall defend, indemnify and hold the Company (together with its officers, directors, employees, and agents) harmless from any and all actions, claims, judgments, damages, demands, liabilities, and expenses, including without limitation reasonable attorney's fees, arising from or in connection with:

- (A) libel or slander resulting from User's use of the Services;
- (B) any loss, damage, or destruction of any property or any personal injury (including death) not due to the Company's negligence or willful misconduct and caused, directly or indirectly, from the installation, operation, or other use (or failure to use) of the Services or any Company supplied facilities (i) in combination with the services or equipment supplied by the User or any third party, or (ii) in an explosive or otherwise hazardous environment;

## **2. Rules and Regulations (cont'd)**

### **2.1 Obligation and Liability of the Telephone Company (cont'd)**

#### **2.1.6 Indemnification by Customer (Cont'd)**

- (C) infringement of any patent, copyright, trademark, trade name, service mark or trade secret arising from: (i) the transmission of any material transmitted (a) by any User or (b) by any other person using the Services provided to any User, User location, or Authorization Code; or (ii) from the combination of User's use of Services with customer-provided CPE or with other User-provided facilities or services; and
- (D) except as otherwise provided by applicable law, any unauthorized, unlawful, or fraudulent use of or access to the Services provided to Users.
- (E) any infringement or 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 to use E911 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 persons accessing 911 service thereunder, and which arises out of the negligence or other wrongful act of the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- (F) any claims or causes of action arising from the non-implementation of Private Switch/Automatic Locations Identification (PS/ALI), the enabling of station level 911 service, and/or the failure of PS/ALI or station level 911 service if enabled.

Customer shall be solely responsible for any damage to or loss of Company equipment while on the Premises, unless such damage is caused by the negligence or willful misconduct of the Company, its employees, subcontractors or agents.

#### **2.1.7 Transmitting Message**

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the Customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors.

#### **2.1.8 Use of Connecting Telephone Company Lines**

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by the Telephone Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible or liable for any action of the Connecting Company. Connection of the Telephone Company's lines to the lines of another telephone company shall be the sole discretion of the Telephone Company.

## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures**

#### **2.2.1 Rights of the Telephone Company in Furnishing Service**

##### **2.2.1.1 Ownership and Provision of Services**

Equipment and facilities furnished by the Company to provide Service on the Premises (except for inside wiring and inside jacks) are the property of the Company. Telephone numbers assigned to the Customer by the Company are portable and transferable with the Customer; however, the Customer has no property right in telephone numbers or any other call number designations associated with the Services, and the Company may change such numbers, or the central office code designations associated with such numbers, or both, assigned to the Customer, whenever the Company, in its sole discretion, deems it necessary to do so in the conduct of its business.

The agents and employees of the Telephone Company shall have the right to enter the Premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment, instruments and lines, or upon termination of the Service, for the purpose of removing such equipment, instruments and lines.

If the installation and maintenance of Service are requested at Locations which are or may become hazardous or dangerous to the Telephone Company's employees or the public or property, the Telephone Company may refuse to install and maintain such Service, and, if such Service is furnished may require the Customer to install and maintain such Services and may also require the Customer to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such Service.

The Company installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Addendum. It may act as the Customer's agent for ordering access connection facilities provided by other Carriers or entitles when authorized by the Customer to allow connection of a Customer's Location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company may block calls that are made to certain cities or Central Office exchanges, or use certain Authorization Codes as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service. The Company will use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. 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. The Company shall have the right to make necessary repairs or changes in its Facilities at any time and will have the right to suspend or interrupt Service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or Interruption of Service for any appreciable period is necessary, the Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience.

##### **2.2.1.2 Party Line Service**

The Telephone Company does not provide or accept applications for party line service.

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.2 Establishment and Provision of Service

##### 2.2.2.1 Application for Services

Applications for initial or additional services may be made to the Telephone Company orally or in writing. Customer shall submit a Service Order as the Company may reasonably require.

During the application process, the Telephone Company may check commercial credit services or past telephone account information in order to establish a credit risk assessment and/or use in establishing any deposit/advance payment amount or treatment of service that may be required.

The Telephone Company reserves the right to refuse service to any applicant who is found to be indebted to the Telephone Company or its affiliates for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Telephone Company may also refuse to furnish service to any applicant desiring to establish service for former Customers of the Telephone Company or its affiliates who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

The Telephone Company may also decline to provide service to a minor whose principal place of abode is the home of minor's parent, guardian, or other person legally charged with the minor's care and custody.

##### 2.2.2.2. Use of Services Generally

Services may be used by Customer or User for any lawful purpose, twenty-four (24) hours per day, seven (7) days per week, subject to the terms and conditions set forth in this Addendum and in the Contract.

The Customer is solely responsible for (i) prevention of unauthorized, unlawful or fraudulent, use of or access to Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any Authorization Codes provided by Company to Customer.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.

The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.2 Establishment and Provision of Service (cont'd)

##### 2.2.2.2 Use of Services Generally (cont'd)

The Company reserves the right (i) to refuse to provide, or discontinue or temporarily suspend Services to or from a location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to the Company; or (ii) to limit or block Services to any User location or any Authorization Code, without any liability whatsoever, in the event that the Company detects or reasonably suspects either (a) fraudulent or unlawful use of the Services, or use of the Service in violation of the Contract, or this Addendum, or (b) consumption of Services in excess of the credit limit (if any).

The Company reserves the right to limit or to allocate the use of existing Facilities, or additional Facilities offered by the Company, when necessary because of lack of Facilities, relevant resources, or due to causes beyond the Company's control. In addition, the Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Addendum. The Company also reserves the right to block International calls when usage surpasses the threshold set by the Company and/or the Account is Delinquent.

The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Telephone Company's Service. The Customer shall be responsible for payment of all applicable charges for Services provided by the Telephone Company and charged to the Customer's Accounts, even where those calls are originated by fraudulent means either from Customer's Premises or from remote Locations. The Telephone Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's Premises, and the placement of calls through Customer-Provided Equipment that are transmitted or carried on the Telephone Company network.

The Customer is responsible for any fraudulent or misuse of Service that occurs through Customer's Account whether by a member of Customer's business or an authorized or unauthorized third-party. Misuse of Service could include PBX Hacking, modem hijacking, excessive usage of International calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the Customer's Premises or from remote Locations.

Customers who purchase only Charter Business Services and do not purchase any other Charter Business Services, including affiliate services, will be required to sign up for automatic payment prior to installation of local and interexchange Services. The Customer must maintain a valid Account with automatic payment for not less than six (6) months from the date the Charter Business Service is installed or be subject to disconnection.

Customer represents to the Telephone Company that the Customer has the authority to execute, deliver and carry out the terms of this Addendum and Contract or Service Agreement. It is the responsibility of the Customer to ensure that any person who accesses any Service through the Customer's equipment or through the Telephone Company's Facilities on the Premises will be an authorized User.

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.2 Establishment and Provision of Service (cont'd)

##### 2.2.2.2 Use of Services Generally (cont'd)

The Company may perform an installation review of each service Location prior to the installation of Services at each service Location. At its own expense, the Customer shall be responsible for all site preparation activities necessary for delivery and installation of the equipment and the installation and ongoing provision of Services

Contracts may not be amended, supplemented or changed without the written consent of the Telephone Company.

##### 2.2.2.2.1 Use of Residential Service

Residential Service is furnished only for use by the Customer, the Customer's family and guests, or persons residing in the Customer's household, except as the use of the Service may be extended to persons temporarily subleasing a Customer's residential Premises. Use of the Services and all charges incurred therein shall be the sole responsibility of the Customer.

Residential Services are furnished or made available by the Telephone Company to residential customers. Residential Service customers must be located in a serviceable area of the Telephone Company to subscribe to Company services. Residential Service rates are applicable to, but are not limited to the following instances:

- A. In private residences where business listings are not provided.
- B. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the Customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
- C. In the place of residence of a clergyman or nurse, and in the place of residence of a physician, dentist, veterinary, surgeon or other medical practitioner, provided the Customer does not maintain an office in the residence.

The Telephone Company reserves the right to reclassify residence rates to business rates due to misuse or excessive use by the Customer.

##### 2.2.2.2.2 Use of Business Service

Business Services apply at the following locations:

- 1. In offices, stores, factories and all other places of a strictly business nature.
- 2. In offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private or parochial schools or colleges, hospitals, libraries, churches and other similar institutions.
- 3. At residence locations when use of the service either by the Customer, members or his household, his guests or parties calling him can be considered as more of a business than of a residence nature, which might be indicated via advertising, business cards, newspapers, handbills, circular, etc.

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.2.2 Use of Business Service (cont'd)

4. At residence locations, where the service or an extension line is located in a shop, office or other place of business.
5. In college fraternity houses where the members lodge within the Premises.
6. Any location where the listing of service at that location indicates a business, trade or profession.

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#### 2.2.3 Directory Listing Service

The regulations for directory listings in this Addendum apply only to an alphabetical directory arranged for by the Company containing the regular alphabetical list of names of Customers. These regulations also apply to Yellow Page listings for business Customers.

The alphabetical list of names of Customers is for the purpose of informing interested parties of the telephone numbers of Customers and those entitled to use Customers' Service, and special position or arrangement of names is not contemplated.

The Telephone Company limits the length of any listing in the directory by the use of abbreviations when, in the opinion of the Telephone Company, the clearness of the listing or the identification of the Customer is not impaired thereby.

Listings shall conform to the incumbent telephone company's practices with respect to its directories.

Listings are regularly provided in connection with all classes of Exchange Service, unless the Customer subscribes to Private Number Service. Ordinarily, listings are automatically included in the directory. A listing, however, may be omitted upon request of a Customer when, in the judgment of the Telephone Company, the omission of the listing is warranted by the circumstances of the particular case.

The Telephone Company will furnish upon request the name and address of the Customer when used to provide recorded announcements under the provisions of this Addendum.

One listing included with each subscriber's primary line service, termed the Primary Listing, may be provided in accordance with the incumbent telephone company's directory practices.

One Yellow Page listing included with each Business Customer's primary line service is provided in accordance with the incumbent telephone company's directory practices.

A subscription for Private Number Service may be furnished subject to the Contract and the regulations as applicable and specified in this Addendum. The omission of the primary listing in the directory at the Customer's request does not entitle the Customer to an additional listing without charge in connection with other Services for which the Customer may be subscribing.

Each Customer shall be entitled, without charge, to a directory for the customer's local calling area within the Telephone Company's service area.



## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.4 Priority of Service**

In case of a shortage of facilities exists at any time, either for temporary or protracted periods, the establishment of network transmission service takes precedence in the furnishing of any service or facility.

#### **2.2.5 Customer Premise Equipment (CPE)**

When provided by the Customer or User, CPE is solely the responsibility of the Customer and the Company has no responsibility whatsoever for the installation, operation, and maintenance of such CPE. The Customer is solely responsible for all costs of installing, maintaining or repairing such CPE, including without limitation personnel charges, wiring costs, and costs associated with routing of electrical power, incurred in the attachment to and use of the Company's facilities or Services. The Customer is responsible for ensuring that all such CPE conforms to the Federal Communications Commission's registration requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and the Company may discontinue the provision of Services to any location where CPE provided by the Customer or User fails to conform to such regulations.

Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer or User-provided terminal equipment or communications systems with Other Providers' facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of the Company and Other Providers must be provided at the Customer's sole expense.

The Telephone Company shall allow Customers to secure the provision, repair, and maintenance of CPE from any supplier, provided that such equipment shall be in compliance with applicable registration standards promulgated by the Federal Communications Commission.

#### **2.2.6 Fees and Taxes Billed to Customer<sup>1</sup>**

When any government authority, municipality, other political subdivision or agency of government, imposes upon the Telephone Company any license, occupation, franchise, utilities assessment or other similar charge, surcharge, fee or tax applicable to Service by the Telephone Company to the Customer, or imposes a charge, surcharge, fee or tax based upon a percentage of gross receipts, net receipts, or revenues from or applicable or attributable to sale of Service to the Customer by the Telephone Company, the charges for Service may be increased by an amount equal to each such Customer's proportionate part of any such charge, surcharge, fee or tax, and such amount shall be shown separately on the Customer's bill.

Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), including, without limitation, applicable state property taxes, attributable to Service. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees or federal and state surcharges.

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<sup>1</sup> Effective 6/26/12 specific taxes and fees may not be billed to new customers.

## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.7 Period for Service**

Unless otherwise specified herein or in the Contract:

- A. The initial (or minimum) period for Service is one (1) month from the date service is established and the minimum charge is the established rate for one (1) month. The period of Service will automatically renew for subsequent terms of equal duration, and either the Company or the Customer may elect not to renew the period of service by written notice to the other no later than thirty (30) days prior to the expiration date of the period of Service;
- B. The length of period for directory listings where the listings have been published is the directory period. The directory period is from the day on which the directory is first distributed to the Customers to the day the succeeding directory is first distributed to Customers;
- C. The Telephone Company may require a service period longer than one (1) month, including, but not limited to, in connection with (nonstandard) types or arrangements of facilities, or for unusual construction, necessary to meet special demands, and involving extra costs.

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.8 Payment Obligation for Facilities and Services

- A. The Company may require any Customer to make an advance payment of non-recurring charges (e.g., special construction charges) prior to consumption of Services.
- B. The Customer is held responsible for all charges for Services rendered and furnished to the Customer including any FCC-approved end user charge, billed monthly in advance. The Customer shall also pay for long distance service charges that may be billed by the Telephone Company, including charges for toll messages in which charges have been reversed and also nonrecurring service charges when billed. Additionally, the Customer is responsible for any charges transferred to the Customer's account from terminated accounts billed to the same Customer.
- C. Customers who cancel prior to service installation (including without limitation cancellation of special construction) will incur a charge equal to the greater of (i) the non-recurring charges applicable to the period of Service, or (ii) the Company's reasonably incurred, actual expenses associated with such cancellation.
- D. Customer shall be responsible for payment of all charges, whether authorized or not, for any and all use of or access to Services provided to Users, including without limitation any unauthorized, unlawful or fraudulent use or access.
- E. All amounts stated on each monthly invoice are due and payable immediately upon Customer's receipt thereof.
- F. Charges for services will be billed to Customer on a monthly (30 day) basis. Fixed Monthly Recurring Charges will be billed in advance. Non-recurring charges and usage sensitive charges will be billed in arrears.
- G. Customer's Service will be subject to discontinuance or disconnection if the amount stated on the invoice is not paid in full by the first day of the next thirty (30) day cycle following the aforesaid mailing. All calculations of dates set forth in this Section shall be based upon calendar days and if a billing date falls on a Sunday or on a Holiday, the Customer may make payment in full on the next regular business day.
- H. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion. All applicable nonrecurring charges shall apply when services are restored.

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## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.9 Credit Limit and Advance Payments**

##### **2.2.9.1 Credit Limit**

The Company may, at any time and at its sole discretion, set a credit limit for any Customers' or Users' consumption of Services for any monthly period.

##### **2.2.9.2 Advance Payments**

Customers who are unable to satisfy or unwilling to provide information to establish credit worthiness or who have an unsatisfactory credit rating may be required to make an advance payment. The advance payment will be equal to the applicable installation charge and one month of recurring charges, excluding taxes and surcharges. The advance payment will appear as a credit and be applied to the first month bill. The Telephone Company reserves the right to refuse service if the Customer fails to fulfill standard requirements. After service has been established, the Customer will be responsible for the payment of all applicable charges to avoid discontinuance of service.

The Company may, at its sole option and discretion, accept personal guarantees, bank letters of credit or surety bonds in lieu of an advance payment. A Customer may be required to continue to make advance payments in accordance with this Section until such time as its credit worthiness is established to the Company's reasonable satisfaction.

For Customers required to make an advance payment, the Telephone Company may require proof of positive identification. Failure to provide acceptable forms of identification may result in denial of Service. The Telephone Company will provide a notification and information letter to those customers required to make an advance payment. The notification letter shall contain the reason for the advance payment and/or the credit bureau used to obtain a copy of the credit report.

## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.10 Suspension or Termination of Service

##### 2.2.10.1 Voluntary Suspension

Service may be terminated upon notice being given to the Telephone Company, and upon payment of all charges due for service that has been furnished.

Unless otherwise specified herein, upon Customer dissatisfaction and disconnection of service, and at the Customer's request, the Telephone Company will provide a refund/credit for any initial installation charge and one monthly recurring charge, applicable to all residential services, under the following conditions:

- 1) Telephone Customers must not have subscribed to service within the previous 30 days qualify to have all levels of telephone services refunded/credited for one month's charges;
- 2) Current Customers adding a new level of service qualify to receive a refund/credit for one month's charges on the newly added services only.

This refund/credit is valid to Customers in good standing who pay the first month's charges for the new or upgraded service and is limited to one refund/credit per household within any single 90-day period. The Customer must disconnect the service and request a refund/credit within 45 days of service installation. Additionally, any package termination fees will not be required.

Taxes, surcharges, and any other fees or non-standard charges that may apply will not be credited or refunded. This guarantee does not apply to per unit toll charges (domestic or international) incurred beyond that provided for in the monthly recurring charge. Services purchased on a pay per use or per minute basis (i.e. Directory Assistance, Operator Services, Long Distance, etc.) are not eligible for this program.

Service may be suspended at the Customer's request to accommodate vacation or other extended absence needs (See Seasonal Service). Rates will be applied to each line associated with the account as described in this Guide.

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##### 2.2.10.2 Involuntary Suspension

Service may be terminated for non-payment of a bill with fourteen (14) days written notice and for non-payment of late payment penalty assessment with thirty (30) days written notice, provided that the Telephone Company has made a reasonable attempt to effect collection. The Telephone Company will also provide the Customer the opportunity to eliminate portions of the service before terminating service in its entirety. Written notice will be sent, with reasons specified to the Customer, but will exclude Sundays and Holidays, prior to the date of the proposed discontinuance. Notice will be sent to the Customer via first class US Mail or, if agreed to by the Customer, by electronic means. Voice communications service, if provided by the Company, may not be suspended on any Friday, Saturday, Sunday, Holiday or day before a holiday. Service also may not be suspended when the offices of the Telephone Company are not open to the public.

The Telephone Company may disconnect any service when the Customer has made payment of past due amounts with insufficient funds via check or credit card. The Customer may prevent disconnection by making payment of all amounts owed in guaranteed funds prior to the expiration of a 24-hour insufficient funds notice.

Issued By: Betty Sanders, Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131

Effective Date: October 2, 2012

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.10 Suspension or Termination of Service (cont'd)

##### 2.2.10.2. Involuntary Termination (cont'd)

Service may be refused or discontinued for any of the reasons listed below. Unless noted, the Customer will be allowed a reasonable time to comply to avoid discontinuance of service:

- A. Without notice, in the event of a condition determined by the Telephone Company to be hazardous or dangerous to others;
- B. Without notice, if Customer use of equipment is in such a manner as to adversely affect the Telephone Company's service to other customers;
- C. Without notice, if for a Customer who demonstrates fraudulent means of obtaining, or attempting, to obtain, or assisting another to obtain, service by any trick, scheme, false representation, false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge for such service.
- D. Without notice, in the event the Customer tampers with equipment furnished and owned by the Telephone Company;
- E. Without notice, if the Customer has clearly abandoned the premises;
- F. Without notice if the Customer has failed to abide by the terms of a payment arrangement;
- G. In the event of unauthorized use of Service;
- H. Failure of the Customer to permit the Company reasonable access to its equipment or in the case of extreme risk to Company employees;
- I. Failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- J. Failure to comply with municipal ordinances and other laws;
- K. Failure of the Customer to provide an advance payment to the Telephone Company, if required;
- L. In cases of extreme risk involving abnormal and excessive use of toll service, Service may be denied two days after written notice is given to the Customer, unless satisfactory arrangements for payments are made;
- M. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service; including but not limited to; the subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law; subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user (including Telephone Company employees); or subscriber use to impersonate or permit others to impersonate any other individual.
- N. The Telephone Company is not required to furnish Service or to continue its service; to any applicant who, at the time of application, is indebted under an undisputed bill to the Telephone Company for Service or service from its affiliates previously furnished to such applicant or any other member of the applicant's household.
- O. For violation and/or non-compliance with the Public Service Commission's Orders or regulations governing service supplied by the Telephone Company;
- P. Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer's right to continuance of Service;
- Q. Failure of the Customer to fulfill his obligations pursuant to the Company's local or interexchange Addendum, or to fulfill his contractual obligations, for Service and/or facilities.

## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.10 Suspension or Termination of Service (cont'd)**

##### **2.2.10.3 Insufficient Reasons for Denying Service**

- A. The Telephone Company shall adhere to disconnection rules in accordance with Commission regulations. The Telephone Company shall not deny Service for the following reasons:
- 1) Non-payment for services by a previous occupant of the same Premises, unless such previous occupant shall benefit from such new Service or unless the new occupant benefited from such old Service;
  - 2) Failure to pay for regulated services less than \$25.00, unless it includes an arrearage for more than 60 days;
  - 3) Failure to pay for merchandise purchased from the Telephone Company;
  - 4) Failure to pay for Business Services at a different Location and a different telephone number shall not be sufficient cause for refusal of Residential Service or vice versa.
- B. The Company, if notified within the previous 60 days, shall postpone the shutoff of basic local exchange service and regulated toll service to a customer for not more than 15 days if the customer produces a physician's certificate stating the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered is suffering from an existing mental illness or medical condition and will be endangered by a shutoff of service. If notified telephonically or in writing that a psychiatric or medical emergency exists, the provider shall permit 7 days for the customer to produce the certificate or notice. The postponement may be extended by the renewal and the resubmission of the certificate or notice. Payment arrangement and disconnection may be imposed pursuant to PUC 1203.07.

##### **2.2.10.4 Business Service - Rights of the Customer**

Customers may cancel without termination fees or penalties any new Service or any new Contract for Service within thirty (30) days after the new Service is initiated. This does not relieve the Customer from payment for per use and normal recurring charges applicable to the Service incurred before canceling, or for the reasonable cost of work done on the Customer's Premises (such as wiring or equipment installation) before the Customer cancelled.

The Telephone Company shall be in default if the Telephone Company fails to comply with the terms of this Addendum, or and individual Contract and/or any or all of the applicable Service Orders; and the Telephone Company fails to remedy each noncompliance or occurrence within thirty (30) days of receipt of written notice from Customer:

If termination is due to noncompliance by the Telephone Company, the Telephone Company shall reimburse the Customer for any pre-paid, unused monthly Service Charges attributed to such terminated Service. In addition, if termination is due to noncompliance by the Telephone Company within one (1) year of the applicable turn-up (installation) date, the Telephone Company shall waive termination charges up to an amount equal to any one time charge paid by the Customer to the Telephone Company relative to the Services covered by the terminated Service Order and/or Contract.

## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.10 Suspension or Termination of Service (cont'd)**

##### **2.2.10.4 Business Service - Rights of the Customer (cont'd)**

###### **Money Back Guarantee**

Upon Customer dissatisfaction and disconnection of Service, and at the Customer's request, the Telephone Company will provide a refund/credit for any initial standard installation charge and one monthly recurring charge, applicable to Charter Business Services, under the following conditions:

1. New Charter Business Customers qualify to have all levels of Services refunded for one month's charges.
2. Current Charter Business Customers adding a new level/upgrade of Service qualify to receive a credit for one month's charges on the newly added services only.
3. Voice trunk, bulk accounts, multi-dwelling unit Accounts and national Accounts are not eligible for this offer.
4. The maximum refund allowable is \$500 per account.

This refund/credit is valid for customers who pay the first month's charges for the new or upgraded service and is limited to one refund/credit per Customer Account. The Customer must disconnect the service and request a refund/credit within 45 days of service installation.

Taxes, surcharges, and any other fees or charges that may apply will not be credited or refunded. This guarantee does not apply to per unit long distance charges (domestic or international) incurred beyond that provided for in the monthly recurring charge. Services purchased on a pay per use basis (i.e. directory assistance, operator services, etc.) are not eligible for this program.

##### **2.2.10.5 Business Service - Rights of the Telephone Company**

The Customer shall be in default in the event that the Customer does one (1) or more of the following (each individually to be considered a separate event of default) and the Customer fails to correct each noncompliance within twenty (20) days of receipt of written notice in cases involving non-payment or within thirty (30) days of receipt of written notice in cases involving any other noncompliance:

1. Customer is more than thirty (30) days past due with respect to any payment;
2. Customer has failed to comply with the terms of this Addendum, and Contract.
3. Customer files or initiates proceeding or has proceedings filed or initiated against it, seeking liquidation, reorganization or other relief (such as appointment of a trustee, receiver, liquidator, custodian or such other official) under any bankruptcy, insolvency or other similar law and such proceedings are not dismissed within sixty (60) days.



## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.10 Suspension or Termination of Service (cont'd)**

##### **2.2.10.5 Business Service - Rights of the Telephone Company (cont'd)**

In the event Customer is in default, the Telephone Company shall have at its discretion, and in addition to any other remedies it may have herein, to:

1. Suspend Services to the Customer immediately until such time the noncompliance has been corrected without affecting Customer's on-going obligation to pay the Telephone Company any amounts due (i.e. monthly charges) as if such suspension of Services had not taken place;
2. Termination of Services; or
3. After the occurrence of two (2) such events of Customer default in any twelve (12) month period of time, terminate the Contract, and/or all of the applicable Service Orders.

If termination is due to noncompliance by the Customer, Customer may be assessed a termination charge. The termination charge shall be equal to fifty percent (50%) of the unpaid balance of the monthly service charges that would have been due throughout the remainder of the applicable service period plus one hundred percent (100%) of (a) the outstanding balance of any and all one-time charges and (b) any and all previously waived one-time charges.

No express or implied waiver by the Telephone Company of any event of default shall in any way be a waiver of any further subsequent event of default. Nothing herein, including, but, not limited to termination, shall relieve the Customers of its obligation to pay the Telephone Company all amounts due.

## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.11 Billing Disputes**

Any disputed charge may be brought to the Telephone Company's attention by verbal or written notification. In the case of a billing dispute between the Customer and the Telephone Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

The Customer may request investigation into the disputed amount by the Telephone Company. During the period that the disputed amount is under investigation, the Telephone Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Telephone Company may discontinue service. In the event the dispute is not resolved, the Telephone Company shall inform the customer that the customer has the option to pursue the matter with the state Commission.

#### **2.2.12 Complaints**

The Telephone Company will investigate Customer complaints in accordance with Commission rules. Customers can file unresolved complaints with the:

New Hampshire Public Utilities Commission  
**Consumer Affairs Division**  
21 South Fruit Street, Suite 10  
Concord NH 03301-2429  
1-800-852-3793

Customers may contact the Company:

[telgovtescalations@chartercom.com](mailto:telgovtescalations@chartercom.com)  
Telephone Manager – Customer Care  
941 Charter Commons  
St. Louis, MO 63017  
888-266-7571

## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.13 Construction, Installation and Maintenance Charges

Construction performed shall be at the sole discretion of the Telephone Company. The obligation to provide facilities-based services does not require the Telephone Company, as it is not an Eligible Telecommunications Carrier (ETC) to build out its facilities to Customers if the Telephone Company cannot reasonably obtain access to the point of demarcation on the Premises.

Construction charges in the form of installation charges, monthly charges, or both may be applied in addition to the usual service charges and monthly rates, when, for example:

- A. The facilities are not presently available, and there is no other requirement for the facilities so constructed.
- B. The facilities are provided in remote or undeveloped sections or if the facilities are provided on a temporary basis.
- C. The facilities are of a type other than that which the Telephone Company would normally utilize in the furnishing of its services.
- D. The facilities would be deployed over a route other than that which the Telephone Company would normally utilize in the furnishing of its services.
- E. The facilities would be constructed on an expedited basis.
- F. The facilities would be in a quantity greater than that which the Telephone Company would normally construct.
- G. The facilities would be constructed on a temporary basis until permanent facilities are available.
- H. The facilities would be constructed in advance of Telephone Company's normal construction.
- I. The conditions require the provision of special facilities or special or unusual methods of plant construction, installation, or maintenance.
- J. The Customer's location requires the use of costly private right-of-way.
- K. The sporadic or occasional nature of the Service or an unusual investment or expense does not allow for reasonable compensation for the Telephone Company.
- L. Facilities other than those which the Company provides are requested by the Customer.

Title to all construction, provided wholly or partly at a Customer's expense, is vested in the Telephone Company.

Construction charges will include materials, contract services, and loaded labor. The Customer is required to bear unusual maintenance costs for special construction.

Overhead loading of labor is calculated with a composite allocation factor that is based on plant, construction, and engineering personnel salaries and expenses; supervision, pension expense, insurance, unemployment and social security taxes. This factor is developed annually by determining the relationship of the above expenses to the total payroll base. It is applied to expenses for construction, removals, plant and central office maintenance.

## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.13 Construction, Installation and Maintenance Charges (cont'd)

The Telephone Company will provide an estimate of actual charge to the Customer prior to the start of construction. The Customer must pay for any special construction prior to the activation of Service and/or cancellation of the Contract. All charges are due and payable upon receipt of the bill. If the business Customer fails to pay an invoice within thirty (30) days of issuance, Charter will issue a notice of late payment.

When attachments are made to poles or other companies, in lieu of providing construction for which the Customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments are borne by the Customer..

The Customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.

Construction charges will not apply to the Customer's station installation that includes the aerial drop that extends from the last pole to the demarcation point. Refer to Glossary of Definitions and Terms for explanation and examples of the term "Demarcation Point."

Installation of facilities within subdivisions shall be underground where underground treatment is the usual form of installation.

The following definitions are used with regard to facilities constructed and owned by the Telephone Company:

**Applicant** – The Customer, developer, builder, or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, governmental agency, or other legal entity recognized by law, applying for the construction of a telephone distribution system in a subdivision.

**Building** – A single structure roofed and enclosed with exterior walls, built for permanent use, erected, frames or component structural parts and unified in its entirety both physically and in operations for single-family residential occupancy in a subdivision, excluding mobile homes.

**Subdivision** – a lot, tract, or parcel of land divided into two or more lots, plots, sites or other divisions for use for new residential buildings or the land on which is constructed new multiple-occupancy buildings per a recorded plot thereof if such recordation is required by law.

## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.13 Construction, Installation and Maintenance Charges (cont'd)

**Rights-of-Way and Easements** - Within the applicant's subdivision, the Telephone Company will construct, own, operate, and maintain underground facilities only along public streets, roads and highways which the Telephone Company has the legal right to occupy, and on public land and private property across which rights-of-way and easements satisfactory to the Telephone Company may be obtained without cost or need for condemnation by the Telephone Company. Rights-of-way and easements, within the subdivision, satisfactory to the Telephone Company, must be provided by the applicant within reasonable time to meet construction and service requirements before the Telephone Company required to commence its installation, such rights-of-way and easements must be provided by the applicant at no charge to the Telephone Company, be cleared of trees, tree stumps and other obstructions and be graded to within (6) inches of final grade. Such clearance and grading must be maintained by the applicant during construction by the Telephone Company

#### **Advances by the Applicant**

- A. Where, due to the manner in which a subdivision is developed, the Telephone Company is required to construct an underground distribution system through a section or sections of the subdivision where service will not be connected for at least (2) years, the Telephone Company may require a reasonable advancement for the construction from the applicant before construction is commenced, to guarantee performance.
- B. Where the subdivision is developed in a uniform manner so that the Telephone Company may restrict the construction of its underground telephone distribution system to a section or sections in which buildings or multiple-occupancy buildings are being constructed, the Telephone Company may not require an advance.
- C. If an advance is required under these rules, then the advance, without interest, shall be returned to the applicant on a pro rata basis as the permanent service connection is made to each building or multiple-occupancy building.
- D. Any portion of an advance remaining unrefunded ten (10) years from the date the Telephone Company is first ready to render service with the extension will be retained by the Telephone Company and credited to the appropriate construction account.

#### **Temporary Facilities**

- A. Temporary facilities may be installed to provide service, when necessary, for a maximum period of one (1) year.
- B. When it is necessary to place temporary facilities in advance of the permanent underground telephone system in order to provide telephone service, the Telephone Company may require the applicant to pay the estimated unrecoverable costs of the temporary facilities. If the required costs under the above-described conditions apply, the Telephone Company has the right to refuse installation of the temporary facilities until the required costs are paid to the Telephone Company.

## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.13 Construction, Installation and Maintenance Charges (cont'd)**

##### **Special Type of Construction**

When underground service connections are desired by Customers as initial installation in places where aerial drop wires would ordinarily be used to reach the Customer's premises, or when aerial facilities are used to provide service to a customer and subsequently the Customer desires that such facilities be placed underground, the following regulations apply:

- A. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the Customer and in addition, the Customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
- B. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
- C. Where conductors are laid in a trench, the trench shall be constructed and backfilled by or at the expense of the Customer. In addition, the Customer shall pay the cost of the conductors, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service.
- D. Cable or wire installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable or wire in conduit not so inspected and approved, or repairs or replacements of cable or wire in conduit or trench made necessary by damages caused by the Customer or his representative will be made only at the Customer's expense.
- E. Where facilities are changed from aerial to underground, in addition to the above, the Customer is charged the cost of dismantling and removing the aerial facilities.

## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.14 911/E-911 Emergency Services

The Telephone Company will supply the 911/E-911 service provider in the Telephone Company's service area with information necessary to update the 911/E-911 database at the time Telephone Company accepts Customer orders.

Database records provide customer-specific information that includes the Customer name and service address. This information is made available to emergency service providers in the event that a call is placed to 911 from the End User's telephone.

To ensure 911 calls and emergency personnel are properly routed, Telephone Company equipment must not be moved by the Customer or User. Additionally, the Telephone Company recognizes one address for all lines on the same Account and will not be responsible for multiple address location information. Therefore, the Customer and its Users are responsible for directing emergency personnel to the specific location or person requiring emergency assistance and to any other physical location if all telephones are not located at the address on the Account.

Where a 911 call is placed by the calling party via interconnection with an interexchange carrier or operator service provider, the Company cannot guarantee the completion of said call or the quality of said call.

The Telephone Company provides Automatic Location information (ALI) to the Public Safety Answering Point (PSAP). For services ordered by the customer the Telephone Company will provide this location information for all lines on the same account. The Telephone Company does not support multiple address locations. The only address sent to 911 operator for all telephone numbers is the service address listed on the account. The Customer is responsible for directing any emergency personnel, related to a 911 call, to the correct building, room, location or person in need of emergency assistance.

If Customer requires location-specific Automatic Location Information (such as floor and room number within a building) for delivery to the Public Safety Answering Point, or otherwise desires E-911 service to be provided for multiple user configurations, Customer must implement private switch/Automatic Locations Identification (PS/ALI). Customer must obtain the software and support that enables PS/ALI from a third-party provider.

The Telephone Company will bill the Customer a monthly surcharge, per voice grade equivalent line in order to fund the E-911 system.

#### 2.2.15 Access to Telecommunications Relay Service

Telecommunications Relay Service (TRS) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate with the hearing population not using TT. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TT. A Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available.

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.16 Call Blocking

The Telephone Company blocks access to 900/976 and international chat lines. At this time 900/976 and international chat line unblocking is not available. The Telephone Company will initiate international call blocking if:

1. Excessive use of international toll has surpassed the threshold set by the Telephone Company;  
and
2. The Customer's account is delinquent.

Notwithstanding any other provision of this Addendum, the Company may block calls which (i) are made to certain countries, cities, or central office ("NXX") exchanges, or (ii) use certain Authorization Codes, as the Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Services.

#### 2.2.17 Call Trace Service

Call Trace Service allows for customer initiated identification, by the subscriber pressing a system code (\*##), and storage of telephone number data from incoming calls to the telephone line of a Customer.

Call Trace Service information will be provided when requested by both a Customer and an Investigative or Law Enforcement Agency and the Customer has provided consent. Normally written consent will be required.

Information regarding the originating telephone numbers will be disclosed only to Investigative or Law Enforcement Officers, not to Customers receiving call tracing services.

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.18 Directory Assistance

The Telephone Company shall list its Customers with the directory assistance operators to provide the requested telephone numbers of all Customers, except telephone numbers unlisted at the Customer's request.

In the event of an error in the listed numbers of any Customer, the Telephone Company shall intercept all calls to the listed number for a reasonable period of time provided the number is not in service. In such event of an error or omission in the name listing such Customer's correct name and telephone number shall be filed with directory assistance operators. The correct number will be furnished the calling party either upon request or interception.

Whenever any Customer's telephone number is changed after a directory is published, the utility shall intercept all calls to the former number for a reasonable period of time and give the calling party the new number provided existing telephone equipment will permit and the Customer so desires.

Call completion of a requested directory assistance listed number may be provided to a customer as part of this service. A service message will inform the Customer that he may be connected to the number automatically. The use of call completion to complete a long distance call may incur charges at the current Charter long distance rate. Call completion service is furnished over the Telephone Company's network, where technically and operationally available.

Directory Assistance Direct-Dialed calls for physically impaired Customers are provided at no charge. Customers who are physically impaired, have been certified in writing by a licensed physician, and are unable to use the telephone directory will be exempt from this charge. The Customer must obtain and complete an exemption form supplied by the Telephone Company. Free Directory Assistance calling is not applicable to Charter Business® Voice trunk service.

#### 2.2.19 Employees' Telephone Service

The Telephone Company may provide a discount from the current rates to active employees of Charter Communications, Inc., affiliated agencies or of companies where reciprocal agreements are provided and where Charter telephone residential service is available. Discounts will be applicable to the employee's residential service only. Current promotions are applicable. Employee discounts are subject to change based on the discretion of the Telephone Company.

#### 2.2.20 Number Intercept Treatment (Extended Referral Message)

If a Customer changes local service providers or disconnects from his or her Local Exchange Service provider and does not retain his current telephone number, the Telephone Company will provide a recording for thirty (30) days from the effective date of the change/cancellation. This will provide a caller with either a notification of disconnection, if no new telephone number is provided to the Telephone Company, or with the new telephone number if the new number is provided to the Telephone Company. An additional thirty (30) days of notification (Extended Referral Message) may be requested by the Customer for an additional charge. Number intercept treatment will not be provided beyond sixty (60) days.

Issued By: Betty Sanders, Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131

Effective Date: October 2, 2012

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## 2. Rules and Regulations (cont'd)

### 2.2 Practices and Procedures (cont'd)

#### 2.2.21 Operator Services

The Telephone Company furnishes operator assistance to its Customers via a third-party provider in accordance with that provider's addendum on file with the Public Service Commission. This service provides Customers with assistance using operators or the automated Interactive Voice System (IVS) whereby Customers may request assistance in dialing a local and Intrastate number, billing a local and Intrastate call to a calling card, a third party number or a collect call. Operator Services also include providing line status verification and busy line interrupt. Collect calls from correctional institutions may not be permitted.

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#### 2.2.22 Preferred Carrier Freeze

At the request of an End User, the Telephone Company will provide a freeze on the Customer's preferred local exchange or interexchange carrier. A preferred carrier freeze prevents a change in the Customer's preferred carrier selection unless the Customer gives the carrier from whom the freeze was requested their express consent. A Preferred Carrier Freeze is offered on a non-discriminatory basis to all Customers, regardless of the carrier selection. This service is offered at no charge.

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#### 2.2.23 Promotions

The Telephone Company may offer promotional discounts on Company services for a limited period of time in the Telephone Company's service areas subject to the terms of the promotion and herein.

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#### 2.2.24 Customer Initiated Temporary Suspension of Service (Seasonal Service)

A residential customer may request a temporary suspension of service to accommodate extended absence needs (e.g. vacation, etc.). This service is not intended for use in a regularly occupied residence. Requests for suspension may be up to six (6) consecutive month increments, and can only be applied to the Telephone company customer's account one (1) time per rolling twelve months. If the customer does not provide a restore service date, the Telephone Company will restore service and resume billing as per the suspension timeframe requested. The restored service will be the same and will reflect the same features as the service prior to the suspension.

Use of the Seasonal Service option allows the customer to not be charged a service and equipment charge while maintaining their telephone number. The customer may be charged an Add/Change Charge each time Suspension Service is requested.

If promotional pricing is in effect at the start of the suspension period, the promotional period will not be extended for the period of the seasonal disconnect.

If rates are to increase for the subscribed services during the suspension period appropriate notification will be sent to the customer.

The subscriber must provide a Company accepted bill to address to receive this service.

The Unlimited Long Distance Package Price Guarantee offering is not valid with this service.

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Issued By: Betty Sanders, Director Regulatory Affairs  
12405 Powerscourt Drive, St. Louis, MO 63131

Effective Date: October 2, 2012

## **2. Rules and Regulations (cont'd)**

### **2.2 Practices and Procedures (cont'd)**

#### **2.2.25 Trials**

Services may be offered periodically on a trial basis by the Telephone Company for technical and/or marketing purposes. These trials shall be for the purpose of evaluating, in an operating environment, the performance and pricing of the specific Service in conjunction with other marketing and environmental factors that can influence Customer demand.

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