

EcoVate Inc. d/b/a ReadyTalk  
2300 Lakeview Parkway  
Alpharetta, Georgia 30009

New York Customer Service Guide

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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**EcoVate Inc. d/b/a ReadyTalk**

REGULATIONS AND SCHEDULE OF INTEREXCHANGE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES  
WITHIN THE STATE OF NEW YORK

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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CONTACTING THE PUBLIC SERVICE COMMISSION

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service  
Office of Consumer Services  
3 Empire State Plaza  
Albany, NY 12223-1350

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Effective: October 1, 2019

---

NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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TABLE OF CONTENTS

	Leaf
CONTACTING THE PUBLIC SERVICE COMMISSION .....	1
EXPLANATION OF SYMBOLS .....	2
EXPLANATION OF TERMS.....	3
SECTION 1 - APPLICATION OF CUSTOMER SERVICE GUIDE.....	8
SECTION 2 - GENERAL RULES AND REGULATIONS .....	9
SECTION 3 - CONNECTION CHARGES .....	41
SECTION 4 - SERVICE DESCRIPTIONS AND RATES .....	49
SECTION 5 - MISCELLANEOUS SERVICES.....	58
SECTION 6- SPECIAL ARRANGEMENTS.....	71
SECTION 7 - PROMOTIONS .....	72

---

Effective: October 1, 2019

---

NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

---

EXPLANATION OF SYMBOLS

A revision of a is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the page, are used to signify:

C - Change in Regulation

D - Discontinued rate or regulation

I - Increased rate

M - Moved from another Customer Service Guide location

N - New rate or regulation

R - Reduction in a rate or charge

T - Changed in text but no change in rate or regulation

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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EXPLANATION OF TERMS

**AGENCY** - For 911 or E911 service, the government agency(ies) designated as having responsibility for the control and staffing of the emergency report center.

**AUTHORIZED USER** - A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

**ATTENDANT** - An operator of a PBX console or telephone switchboard.

**AUTOMATIC NUMBER IDENTIFICATION ("ANI")** - A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

**CALL INITIATION** - The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

**CALL TERMINATION** - The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

**CARRIER or COMPANY** - MASS Communication Inc., the issuer of this Customer Service Guide.

**CENTRAL OFFICE** - An operating office of the Company where connections are made between telephone exchange lines.

**CENTRAL OFFICE LINE** - A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

**CHANNEL** - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

**COMMISSION** - New York Public Service Commission ("PSC")

**COMPANY** – Refers to EcoVate Inc. d/b/a ReadyTalk

**CUSTOMER** -The person, firm, corporation, or other entity which orders service pursuant to this Customer Service Guide and utilizes service provided under Customer Service Guide by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Customer Service Guide.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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EXPLANATION OF TERMS, (CONT'D.)

**CUSTOMER PREMISES EQUIPMENT (“CPE”)** - Equipment provided by the Customer for use with the Company’s services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**DEFAULT ROUTING (“DR”)** - When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

**DIAL PULSE (“DP”)** - The pulse type employed by a rotary dial station set.

**DIRECT INWARD DIAL (“DID”)** - A service attribute that routes incoming calls directly to stations, bypassing a central answer point.

**DUAL TONE MULTI-FREQUENCY (“DTMF”)** - The pulse type employed by tone dial station sets. (Touch tone)

**E911 SERVICE AREA** - The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

**E911 CUSTOMER** - A governmental agency that is the Customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

**EXCHANGE** - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

**EXCHANGE ACCESS LINE** - A central office line furnished for direct or indirect access to the exchange system.

**EXCHANGE SERVICE** - The provision to the Customer of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the Customer’s premises.

**FINAL ACCOUNT** - A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

**FLAT RATE SERVICE** - The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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EXPLANATION OF TERMS, (CONT'D.)

**HANDICAPPED PERSON** - A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

**Legally Blind** - a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

**Visually Handicapped** - a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

**Physically Handicapped** - a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term "Handicapped Person", when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

**Hearing** - a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in "Guide for Conservation of Hearing in Noise" 38-43, A.A.O., 1973; "guides to the Evaluation of Permanent Impairment" 103-107, American Medical Association, 1971.

**Speech** - a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in "Guides to the Evaluation of Permanent Impairment" 109-III, American Medical Association, 1971.

**INTERFACE** - That point on the premises of the Customer at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

**INTERRUPTION** - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**LATA** - Local Access and Transport Area. The area within which the Company provides local and long distance ("intraLATA") service. For call to numbers outside the area ("interLATA") service is provided by long distance companies.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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EXPLANATION OF TERMS, (CONT'D.)

**LINK** - The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

**LOCAL CALL** - A call which, if placed by a Customer over the facilities of the Company, is not rated as a toll call.

**LOCAL CALLING AREA** - The area, consisting of one or more central office districts, within which a Customer for exchange service may make telephone calls without a toll charge.

**LOCAL SERVICE** - Telephone exchange service within a local calling area.

**LOOP START** - Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

**LOOPS** - Segments of a line which extend from the serving central office to the originating and to the terminating point.

**MESSAGE RATE SERVICE** - A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

**MOVE** - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

**PORT** - A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the Customer. A port connects a link to the public switched network.

**PRIVATE BRANCH EXCHANGE SERVICE ("PBX")** - Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

**RATE CENTER** - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

**REFERRAL PERIOD** - The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

**SELECTIVE ROUTING ("SR")** - A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

**TOLL CALL** - Any call extending beyond the local exchange of the originating caller, which is rated on a toll schedule by the Company.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 1 - APPLICATION OF CUSTOMER SERVICE GUIDE

1.1 Application of Customer Service Guide

This Customer Service Guide sets forth the service offerings, rates, terms and conditions applicable to switched services provided by Company as follows:

The furnishing of intrastate end-user communications services to Customers within the State of New York.

1.1.1 Service Territory

The Company provides service within the state of New York.

1.1.2 Availability

Service is available where facilities permit. Only those services for which rates are provided are currently available.

1.1.3 Individual Case Basis (ICB) Arrangements

All services offered by the Company are offered on a contract basis to meet specialized requirements of the Customer. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features.

The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contact Customer as specified in each individual contract.

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS

2.1 Use of Facilities and Service

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Customer Service Guide in connection with one-way and/or two-way information transmission between points within the State of New York.

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this Customer Service Guide is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.1 Obligation of the Company, (Cont'd.)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered to the Customer until the indebtedness is satisfied.

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.2 Limitations on Liability

- A. The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Customer Service Guide. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
  - B. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
  - C. The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
  - D. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.2 Limitations on Liability, (Cont'd.)

- E. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section and in Section 2.1.3.C. as a condition precedent to such installations.
- F. The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- G. The Company is not liable for any claims for loss or damages involving:
  - 1. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 2. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - 3. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Customer Service Guide;
  - 4. Any act or omission in connection with the provision of 911, E911 or similar services;
  - 5. Any noncompletion of calls due to network busy conditions.

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.2 Limitations on Liability, (Cont'd.)

- H. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- I. Company's entire liability with respect to any service provided to Customer (including without limitation with respect to the installation, delay, provisions, termination, maintenance, repair, interruption, or restoration of any such service) shall not exceed an amount equal to the charge applicable for the period during which services were affected. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- J. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.3 Indemnification

- A. The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
  - B. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
  - C. Explosive Atmosphere  

The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
  - D. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.4 Use of Service

Any service provided under this Customer Service Guide may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Customer Service Guide, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

2.1.5 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use of Facilities and Service, (Cont'd.)

2.1.6 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- A. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - B. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
  - C. Operator records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30ths of the basic monthly rate for PBX trunks.)
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.1 Use Of Facilities and Service, (Cont'd.)

2.1.6 Directory Errors, (Cont'd.)

- D. Credit limitation: The total amount of the credit provided for the preceding paragraphs A, B, and C shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph C, for the line or lines in question.
- E. Definitions: As used in Paragraphs A, B, C, and D above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the Customer on an incorrect street or in an incorrect community.
- F. Notice: Such allowances or credits as specified in Paragraphs A, B, and C above, shall be given upon notice to the Company by the Customer that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the Customers.

2.1.7 Blocking of Service

The Company's facilities cannot be used to originate calls to other telephone company's facilities.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.2 Minimum Period Of Service

The minimum period of service is one month except as otherwise provided in this Customer Service Guide. The Customer must pay the regular rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate whether the Customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

The Company may offer services which require a minimum use guarantee ("MUG") wherein the Customer agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. A Customer which falls below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.2 Minimum Period of Service, (Cont'd.)

Should the Customer choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Customer will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Customer converts to another Company service with equal or greater term and minimum usage commitment. If no termination of Customer's contract, Customer will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.2.1 Termination Liability Charge

When a Customer terminates business network switched or dedicated services, to include private branch exchange trunk service and PRI T-1 or comparable services, in whole or in part, before the expiration of the contract period, the Customer shall pay to the Company an early termination liability charge for each disconnected service(s) or feature(s) equal to the applicable monthly rate for the MASS service(s) or feature(s) multiplied by the number of months remaining in the contract term.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.3 Payment for Service Rendered

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The Customer is responsible for all local and toll calls originating from the Customer's premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charge.

2.3.2 Deposits

- A. Subject to any special provisions as set forth in this Customer Service Guide, any applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and intraLATA toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Customer Service Guide, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.
  - B. The fact that a deposit has been made shall in no way relieve the Customer from complying with the Customer Service Guide regulations for the prompt payment of bills on presentation. Each applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.
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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.3 Payment for Service Rendered, (Cont'd.)

2.3.2 Deposits, (Cont'd.)

C. Interest on Deposits

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

D. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

E. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check. See also Section 2.9.3

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.3 Payment for Service Rendered, (Cont'd.)

2.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly, in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S Mail, or at any location designated by the Company. All bills are presumed accurate and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within thirty (30) days after the invoice date. If Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the Customer shall pay the reasonable attorneys' fees and costs incurred by Company in prosecuting such proceedings and any appeals there from. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

2.3.4 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$20.00.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.3 Payment for Service Rendered, (Cont'd.)

2.3.5 Late Payment Charges

- A. Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Customer Service Guide, excluding one month's local service charge, but including arrears and unpaid late payment charges.
  - B. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
  - C. Late payment charges do not apply to final accounts.
  - D. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with applicable state law.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.3 Payment for Service Rendered, (Cont'd.)

2.3.6 Customer Overpayments

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

2.4 Installation Service

The Company provides a Half-Day Installation Plan, which offers Customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a Customer premise visit.

2.5 Access to Customer's Premises

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.6 Telephone Surcharges / Taxes

In addition to the rates and charges applicable according to the rules and regulations of this Customer Service Guide, various surcharges and taxes may apply to the Customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.7 Invoice Options

A Commercial Customer's invoice information is presented on either a CD or in electronic format as chosen by the Customer. The CD will be sent by mail and the electronic version is accessible either via the Internet or by e-mail to the Customer. Both of these options are available at no charge to the Customer. Should the Customer choose to receive by mail, a paper invoice in addition to the electronic invoice, the Customer may be responsible for a monthly charge as indicated in the rate section following. This billing service is independent of additional paper invoices, documents or other Company services that provide specific call detail information or other data not normally provided in the invoice as rendered. Upon Customer request, additional copies of invoice or bill reprints will be provided, if available, at the per page rates as listed below as well as an additional service fee. If the Customer elects to receive the additional copy or reprint in CD format, only the service fee will apply.

A Customer can choose a one-page summary with a remittance slip for no charges. All other paper invoice charges are as follows:

- 2 – 4 pages	\$10.00
- 5 – 19 pages	\$15.00
- 20+ pages	\$20.00
- Service Fee	\$30.00

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.8 Suspension or Termination of Service

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the Customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- A. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the Customer.
- B. Suspension will not be made until at least 8 days after written notification has been mailed to the Customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- A. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- B. Nonpayment for service for which a bill has not been rendered;
- C. Nonpayment for service which have not been rendered;
- D. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

- E. Nonpayment of back-billed amounts.
- F. Nonpayment for services which have not been rendered.

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- A. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice; and
  - B. The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment

A. General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
  2. if, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
  3. in the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
  4. in the event that service is connected for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

B. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of charges;
  2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
  3. The use of profane or obscene language;
  4. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
  5. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service;
  6. Permitting fraudulent use.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.8 Suspension or Termination of Service, (Cont'd.)

2.8.4 Termination For Cause Other Than Nonpayment, (Cont'd.)

C. Abandonment or Unauthorized Use of Facilities

1. it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
3. No charge shall apply for the period during which service had been terminated, and
4. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

D. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.9 Additional Provisions Applicable to Business Customers

2.9.1 Application of Rates

- A. Business rates as described in this Customer Service Guide apply to service furnished:
1. In office buildings, stores, factories and all other places of a business nature;
  2. In hotels, apartment houses, clubs and boarding and rooming houses except when service is within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same location;
  3. At any location when the listing or public advertising indicates a business or a profession;
  4. At any location where the service includes an extension which is at a location where business rates apply unless the extension is restricted to incoming calls;
  5. At any location where the Customer resells or shares exchange service;
- B. Public Access Line service is classified as business service regardless of the location.
- C. The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.9 Additional Provisions Applicable to Business Customers, (Cont'd.)

2.9.2 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.9.3 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.9.4 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.10 Allowances for Interruptions in Service

Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this Customer Service Guide by the Customer, or the operation or malfunction of the facilities, power, or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this Customer Service Guide.

2.10.1 Credit for Interruptions

- A. An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- B. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- C. A credit allowance will be given, upon request of the Customer to the business office, for interruptions of 30 minutes or more. Credit allowances will be calculated as follows:
  1. if interruption continues for less than 24 hours:
    - a. 1/30th of the monthly rate if it is the first interruption in the same billing period.
    - b. 2/30ths of the monthly rate if there was a previous interruption of at least 24 hours in the same billing period.

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

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

2.10.1 Credit for Interruptions, (Cont'd.)

C. (Cont'd.)

2. if interruption continues for more than 24 hours:

- a. if caused by storm, fire, flood or other condition out of Company's control, 1/30th of the monthly rate for each 24 hours of interruption.
- b. for other interruption, 1/30 of the monthly rate for the first 24 hours and 2/30ths of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours, more than once in the same billing period, the 2/30ths allowance applies to the first 24 hours of the second and subsequent interruptions

Two or more interruptions of 30 minutes or more during any one 24-hour period shall be considered as one interruption.

D. Credit to Customer

Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

2.10.2 "Interruption" Defined

For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the Customer or where the Company, pursuant to the terms of the Customer Service Guide, suspends or terminates service because of nonpayment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the Customer Service Guide. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Customer Service Guide, the Customer is responsible for providing electric power. Allowance for interruptions of measured rate service will not affect the Customer's local call allowance during a given billing period.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

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

2.10.2 Limitations on Credit Allowances

No credit allowance will be made for:

- A. interruptions due to the negligence of, or noncompliance with the provisions of this Customer Service Guide, by any party other than the Company, including but not limited to the Customer, authorized user, or other common carriers connected to, or providing service connected to, the service of the Company or to the Company's facilities;
  - B. interruptions due to the failure or malfunction of non-Company equipment, including service connected to Customer provided electric power;
  - C. interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
  - D. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
  - E. interruptions of service due to circumstances or causes beyond the control of the Company.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.11 Automatic Number Identification

2.11.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service to any entity (ANI recipient), only under the following terms and conditions:

- A. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone customer's call or transaction, or for performing a service directly related to the telephone customer's original call or transaction, or for performing a service directly related to the telephone customer's original call or transaction.
  - B. The ANI recipient may offer to any telephone customer with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone customer from the ANI recipient.
  - C. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone customer permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.11 Automatic Number Identification, (Cont'd.)

2.11.1 Regulations, (Cont'd.)

- D. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the Customer permitting such resale or disclosure.
- E. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.11.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.12 Health Care Providers Support Program

2.12.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Customer Service Guide. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
  - B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
  - C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.12 Health Care Providers Support Program, (Cont'd.)

2.12.1 General, (Cont'd.)

D. Responsibility of eligible health care providers:

1. Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

E. Responsibility of the Company

1. The Company shall offer the rates and charges as specified herein, to eligible health care providers to the extent that facilities and services are available and offered herein.
  2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
  3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.
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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 2 - GENERAL RULES AND REGULATIONS, (CONT'D.)

2.12 Health Care Providers Support Program, (Cont'd.)

2.12.2 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph C., which shall be available to all eligible health care providers, regardless of location.

- A. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial Customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
  - B. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
  - C. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charges are available pursuant to applicable toll tariffs.
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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 3 - CONNECTION CHARGES

3.1 Connection Charge

3.1.1 General

The Connection Charge is a nonrecurring charge, which applies to the following: (a) the installation of a new service; (b) the transfer of an existing service to a different location; (c) a change from one class of service to another at the same or a different location; or (d) restoration of service after suspension or termination for nonpayment. Connection Charges are listed with each service to which they apply.

A. Service Order Charge

Service Order charge applies per Customer order for all work or services ordered to be provided at one time, on the same premises, for the same Customer. The charge recovers the cost of receiving, recording, and processing a Customer's request for service.

Service Order Charge	ICB
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B. Service Calls

When a Customer reports trouble to the Company and no trouble is found in the Company facilities, the Customer may be responsible for payment of a charge.

Service Call Charge:	ICB
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C. Central Office Line charge

Up to 99 lines	ICB
100+ lines	ICB
Centrex line	ICB

3.1.2 Exceptions to the Charge

A. No charge applies for a change to a service for which a lower monthly rate applies, made within 90 days after any general rate increase, if a lower grade of service is offered in the Customer's exchange.

B. The Company may from time to time waive or reduce the charge as part of a promotion.

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.1 Connection Charge, (Cont'd.)

3.1.3 Special Construction, (Cont'd.)

A. Basis for Cost Computation

Rates and charges for special construction will be based on the costs incurred by the Company and may include (1) nonrecurring type charges, (2) recurring type charges, (3) termination liabilities, or (4) a combination thereof.

B. Basis for Rates and Charges

The costs referred to in 3.1.1 preceding may include one or more of the following items to the extent that they are applicable:

1. Installed cost of the facilities to be provided including estimated costs for the rearrangement of existing facilities. Cost installed include the cost of:
    - (a) equipment and materials provided or used,
    - (b) engineering, labor, and supervision,
    - (c) transportation, and
    - (d) right of way;
  2. cost of maintenance;
  3. depreciation on the estimated cost installed of any facility provided, based on the anticipated useful service life of the facility with an appropriate allowance for the estimated net salvage;
  4. administration, taxes, and uncollectible revenue on the basis of reasonable average costs for these items.
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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.2 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed herein.

Restoral charge

ICB

3.3 Moves, Adds and Changes

The Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge for the underlying service will apply as if the work had been done by the Company.

The Customer will be assessed a charge for any move, add or change of a Company service. Move, Add and Change are defined as follows:

- Move: The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.
- Add: The addition of a vertical service to existing equipment and/or service at one location.
- Change: Change, including rearrangement or reclassification - of existing service at the same location.

Move / Add / Change Service Charge

ICB

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.4 Record Order charge

Record Order Charge applies for work performed by the Company in connection with receiving, recording, and processing Customer requests for the following.

- addition of directory listings
- change in listed name
- change of address
- change of billing party
- change in listed service to non-published service, not involving a change of telephone number.

A Record Order Charge does not apply when a Service Order charge also applies.

Record Order Charge

ICB

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.5 Charges Associated with Premises Visit

3.5.1 Terms and Conditions

The Customer may request an estimate or a firm bid before ordering wire installation work to be done. When an estimate is provided, the estimate is not binding on the Company and the charge to be billed will be based on the actual time and materials charges incurred. When a firm bid is provided at Customer request, the charge to be billed is the amount quoted to the Customer for the work requested.

Inside Wire charges apply per service call when billable premises work is performed on noncomplex premises wire and jacks. Business charges may differ. Such charges are due and payable when billed.

Noncomplex wire, jacks and materials include:

- a. 2 to 6 pair inside wire
- b. Faceplates
- c. RJ11C, RJ14C, RJ11W and RJ14W type station jacks
- d. Staples, screws, nail, tape, connectors, etc.

3.5.2 Trouble Isolation Charge

When a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.5 Charges Associated with Premises Visit, (Cont'd.)

3.5.3 Inside Wire Maintenance and Installation

The Customer may provide inside wiring for single-line station equipment or may elect to have the Company's technicians install or maintain inside wire.

A. Inside Wire Installation Charge

Charge to be billed will be based on the actual time and materials charges incurred when a Customer requests new wire and jack installation or requests existing wire and jack moves, changes, removals, rearrangements, replacements or pre-wiring.

B. Inside Wire Maintenance Charge

The Inside Wire Maintenance Charge applies when a Customer requests wire and jack maintenance. Charge to be billed will be based on the actual time and materials charges incurred when a Customer requests maintenance of wiring

3.5.4 Rates and Charges

Premises Work Charge Per Visit or Trip	ICB
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In addition to the Service Order Charge, A Premises Visit charge applies per Customer order when the company must dispatch an employee to complete a Customer-requested installation or service change. Only one charge applies per Customer order.

Per hour with 2 hour minimum	ICB
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Each Additional Hour or Fraction Thereof	ICB
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

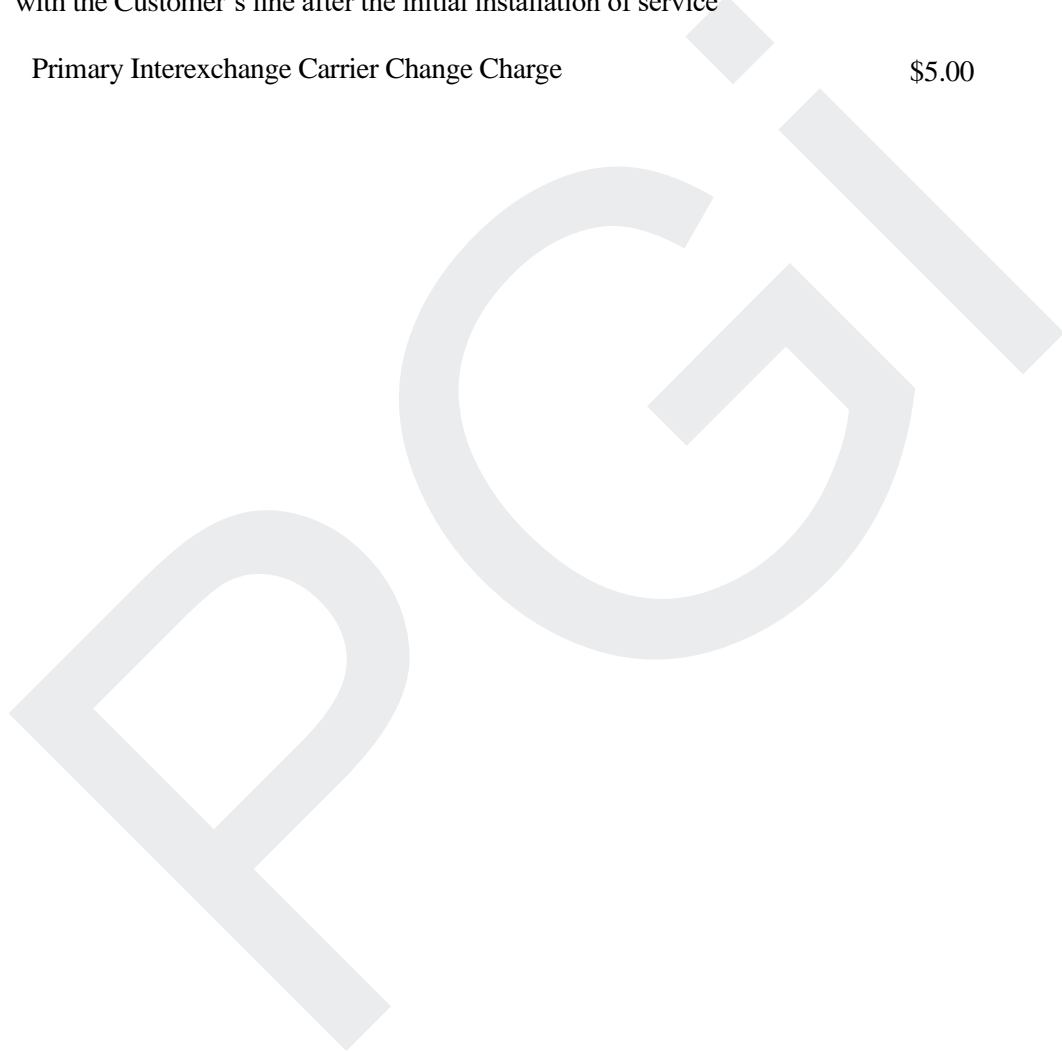
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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.6 Primary Interexchange Carrier Change Charge

The Customer will incur a charge each time there is a change in the long distance carrier associated with the Customer's line after the initial installation of service

Primary Interexchange Carrier Change Charge	\$5.00
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 3 - CONNECTION CHARGES, (CONT'D.)

3.7 Presubscribed Inter-Exchange, IntraLATA or Local Exchange Carrier Freeze

The Customer may at their discretion request that the Company provide a switch function commonly known as a carrier freeze. This option allows the Customer the ability to prevent any unauthorized changing of their inter-exchange, intraLATA or local exchange telephone service.

This service is offered on a non-discriminatory basis and is at the sole discretion of the Customer. The Customer's request for this service must be clearly listed on a letter of agency or, if ordered via the Company's toll free number, recorded on the Company's third party verification system. There is no charge for this service.

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES

4.1 General

Conference Calling Service allows a Customer to hold conversations and/or meetings with two (2) to twenty-three (23) other involved parties within New York. Customers of this service can establish simultaneous telephone contact with multiple callers by each of the involved parties dialing a toll-free number predetermined by the Company, receiving a prompting tone, then entering an authorization code also predetermined by the Company. Once the authorization code is entered, the calling party is connected to the conference call. The Customer must schedule the conference call at least twenty-four (24) hours in advance with the Company. In order to receive the Conference Calling Service and associated rates, the Customer must be entered into the Company billing database prior to utilizing the service.

Rates and charges for the Conference Calling Service will be priced on an Individual Case Basis between the Customer and the Company on a contractual basis. Calls are rated based on time of day and call duration of every involved party that participates in the conference call.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

4.3 Service Descriptions

The following Conference Calling Services Options may be offered:

Conference Calling Service

Conference Calling Service is offered on a contractual basis.

4.3.1 Conference Calling Service

Conference Calling Service allows a Customer to hold conversations and/or meetings with two (2) to twenty-three (23) other involved parties within New York. Customers of this service can establish simultaneous telephone contact with multiple callers by each of the involved parties dialing a toll-free number predetermined by the Company, receiving a prompting tone, then entering an authorization code also predetermined by the Company. Once the authorization code is entered, the calling party is connected to the conference call. The Customer must schedule the conference call at least twenty-four (24) hours in advance with the Company. In order to receive the Conference Calling Service and associated rates, the Customer must be entered into the Company billing database prior to utilizing the service.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES

4.3 Service Descriptions, (Cont'd.)

4.3.1 Conference Calling Service, (Cont'd.)

A. Rates and Charges

Rates and charges for the Conference Calling Service will be priced on an Individual Case Basis between the Customer and the Company on a contractual basis. Calls are rated based on time of day and call duration of every involved party that participates in the conference call.

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

4.5 Direct Inward Dial (DID) Service

4.5.1 General

- A. DID Service provides a Customer with a voice grade telephonic communications trunk channel to receive incoming voice or data calls to local telephone numbers assigned to the Customer. DID Service does not provide a line-side connection. DID Service transmits the dialed digits for all incoming calls, allowing the Customer's incoming calls to be routed as required by the Customer to the Customer's designated equipment.
- B. DID Service may be provided in conjunction with non-regulated services offered by the Company pursuant to contract. To the extent that contractual rates for DID Service differ from those set forth in Section 5.3.3 below, they will be subject to the terms of the Individual Case Basis arrangements set forth in Section 6.1 of this Guide.

4.5.2 Service Eligibility, Restrictions and Limitations

- A. Connectivity to E911, operator services and directory assistance is not supported by DID Service.
  - B. The Company reserves the right to provision DID service based upon the availability of facilities and equipment necessary to support the Customer's specific service requirements.
  - C. The Company, at its sole discretion, reserves the right to limit the quantity of DID number blocks a Customer may obtain. Requests for 30 or more DID number blocks must be provided to the Company in writing no less than five (5) months prior to activation. In addition, the Company reserves the right to review vacant DID stations or stations not in use to determine their utilization. Should the Company determine, based on its own discretion, that there is inefficient number utilization, the Company may reassign DID numbers.
  - D. The Customer has no property right to the telephone number or any other call number destination associated with DID service furnished by the Company, and no right to the continuance of service through any particular end office. The Company reserves the right to change such numbers, or the end office designation associated with such number, or both, assigned to the Customer, where the Company deems it necessary to do so in the conduct of its business.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

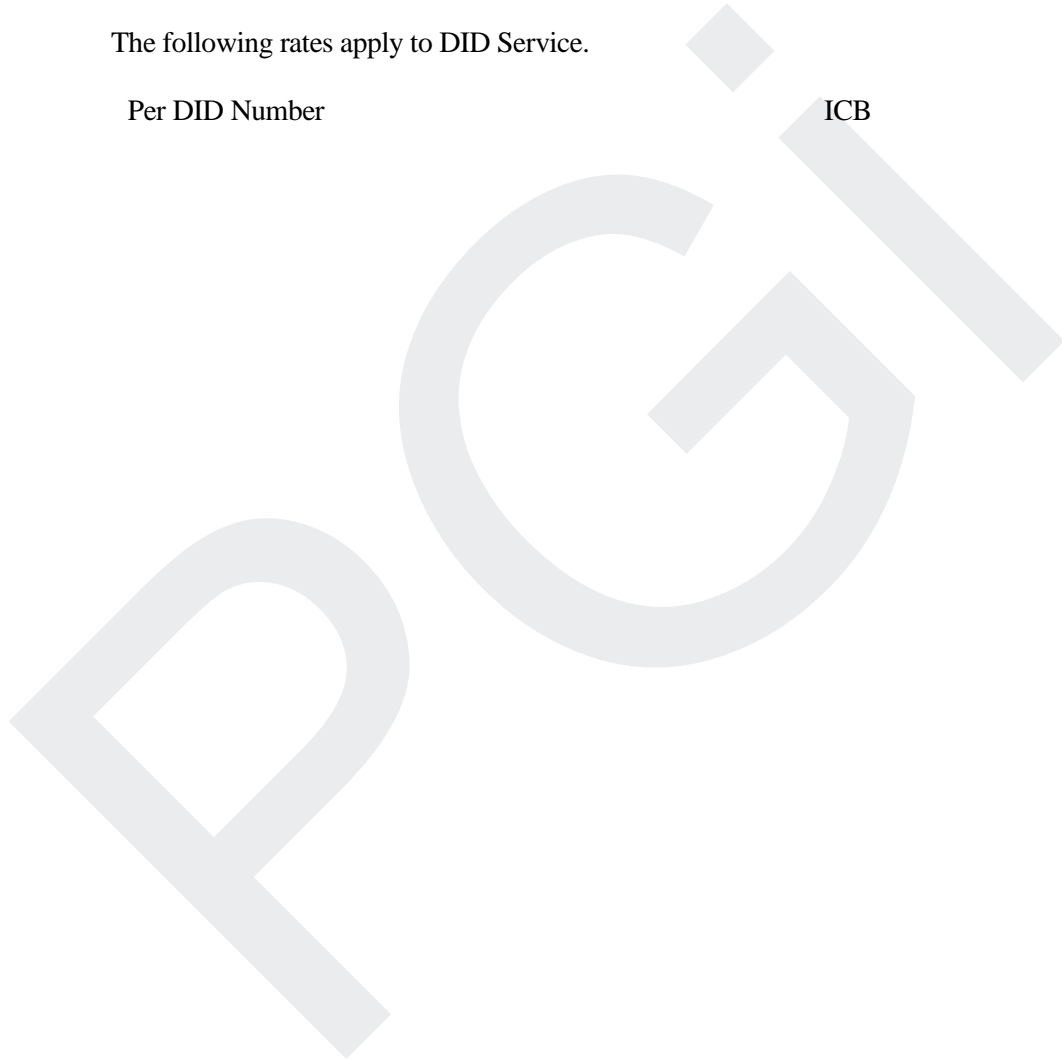
4.5 Direct Inward Dial (DID) Service, (Cont'd.)

4.5.3 Rates and Charges

The following rates apply to DID Service.

Per DID Number

ICB



Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 4 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

4.6 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, effective October 7, 1997 (FCC 97-371), a non-discountable per call charge is applicable to all intrastate, interstate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other inter-exchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any re-originated call (i.e., using the # symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge: \$0.70

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES

5.1 Blocking Service

5.1.1 General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to business Customers:

- A. 900, 700 Blocking - allows the Customer to block all calls beginning with the 900 and 700 prefixes (i.e. 900-XXX-XXXX) from being placed.
- B. 976 Central Office Code Blocking - allows the subscriber to block placement of all calls to numbers with a 976 central office code (i.e. XXX-976-XXXX).
- C. Third Number Billed and Collect Call Restriction - provides the Customer with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- D. Toll Restriction (1+ and 0+ Blocking) - provides the Customer with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it.  
  
Toll Restriction will not block the following types of calls: 911 (Emergency), 1 + 800 (Toll Free), and operator assisted toll calls.
- E. Toll Restriction Plus - provides Customers with Toll Restriction, as described in this Section, and blocking of 411 calls.
- F. Direct Inward Dialing Blocking (Third Party and Collect Call) – provides business Customers who subscribe to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.



Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.1 Blocking Service, (Cont'd.)

5.1.2 Regulations

- A. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- B. Blocking Service is available where equipment and facilities permit.

5.1.3 Rates and Charges

A. Nonrecurring Charges

- Business (up to 200 lines)

ICB

900, 976, and 700 Blocking

- Business (up to 200 lines)

ICB

Connection charges apply as specified in Section 3 of this Customer Service Guide.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.1 Blocking Service, (Cont'd.)

5.1.3 Rates and Charges, (Cont'd.)

B. Recurring Charges

1. Third Number Billed and Collect Call Restriction
  - Business (up to 200 lines) Toll Restriction ICB
  - Business (up to 200 lines) Toll Restriction Plus ICB
  - Business (up to 200 lines) Direct Inward Dialing Blocking (Third Party and Collect Call) ICB
  - Initial Activation ICB
  - Subsequent Activation (per line) ICB
2. Pricing for Blocking Service for a business Customer with more than 200 lines will be based on the costs incurred by Company to provide the service.
3. Connection charges apply as specified in Section 3 of this Customer Service Guide.

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.2 Customer Requested Service Suspensions

5.2.1 At the request of the Customer the Company will suspend incoming and outgoing service on the Customer's access line for a period of time not to exceed one year. The equipment is left in place and directory listings are continued during the suspension period without change. At the Customer's request the Company will provide the Customer with an intercept recording referring callers to another number.

5.2.2 The company will assess a lower monthly rate for Customer Requested Service Suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension	Charge
- First Month or Partial Month	Regular Monthly Rate (no reduction)
- Each Additional Month	½ Regular Monthly Rate (up to the one-2 year limit)

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.3 Information Provider Services

5.3.1 976 Service

A. Service Description

The Company is not an information service provider. The Company may, at its discretion, provide use of its telecommunications services for Information Service Providers use. Information Providers are required to provide services in accordance with Federal and New York State laws and regulations and as specified herein.

This service consists of facilities and services provided by the Company for the use of Information Providers. Information providers use the 976 Service to allow for the delivery of live, pre-recorded, interactive or database access programs to callers who are their clients.

This service provides for the transportation of calls between a caller and an Information Provider's designated telephone number. Information Providers are assigned a 7-digit telephone number within the 976 NXX for each program.

The Company will arrange its pricing plans so that these calls are IntraLATA calls for the client of the Information Provider. Clients may be charged by the Information Provider for each completed call at charges determined by the Information Provider. The Company does not control rates, terms or conditions for billing and collection for services provided by the Information Provider to its clients.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.3 Information Provider Services, (Cont'd.)

5.3.1 976 Service, (Cont'd.)

B. Regulations

This service will be furnished only where facilities and conditions permit. It is a LATAwide service.

Due to technical or non-technical conditions, certain other types of calls may be restricted. The Company reserves the right to determine which types of calls may or may not be permitted access to 976 Service telephone numbers.

This service shall not be used to provide Group Access Bridging (GAB) service whereby a caller can be connected to parties other than the Information Provider for the purpose of establishing a conference call.

Billing and collection services are not currently provided by the Company.

In order for the Customer to render invoices via its third party billing and collection agency or the alternative provider, the Company will provide sufficient information to the Customer via EMI or other mutually acceptable industry format. Company provision of this information will be in accordance with applicable federal and state rules regarding exchange of end-user name, address and call record information where that call information is presented in the call stream. Terms of such arrangements will be separately negotiated.

A listing, under the program name, will be provided, at no additional charge, in each Company local directory within the serving LATA. Additional Listings are provided at the prices and provisions specified in this Customer Service Guide.

Private and semi-private listing service will not be offered with 976 service.

The Information Provider is required to subscribe to as many 976 Transport lines as in the judgment of the Company are required to adequately handle calls without impairing the service to others.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.3 Information Provider Services, (Cont'd.)

5.3.1 976 Service, (Cont'd.)

B. Regulations, (Cont'd.)

A written notice will be sent to an Information Provider following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or when the Information Provider fails to comply with the provisions and requirements set forth in this Customer Service Guide. If, after notification, the Information provider fails to make the modifications in its method of operation or in service arrangements deemed necessary in the sole discretion of the Company, then the Company reserves the right, at any time without notice, to institute protective measures, up to and including termination of service. In an emergency situation, as defined by the Company, the Company reserves the right to suspend service without advance notice.

The Company is not precluded from furnishing service to Information Providers providing the same or similar programs but will not permit the same listing for multiple Customers.

Prior to the beginning of any 976 Service call, and when the total charge for the call could exceed \$3.50, the Information Provider is required to provide a preamble statement that clearly states the initial disconnect, without charge, immediately upon being advised of the initial and per minute price.

For purposes of identification, at the beginning of the program, Information Providers must provide the name of the organization or individual responsible for the program. In addition, all advertising or promotions undertaken by the Information Provider with respect to a program must include the price of the program.

The Information Provider shall provide a toll free number for their clients to call for inquiries referring to the Information Provider's service.

The Information Provider is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from persons whose work, statements or performance are used in connection with this service, and from all holders of copyrights and patents used in connection with said service.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.3 Information Provider Services, (Cont'd.)

5.3.1 976 Service, (Cont'd.)

B. Regulations, (Cont'd.)

The Information Provider has exclusive responsibility and control over content and quality of speech or sounds or images used in the program; the Company assumes no liability for the quality of, defects in, or contents of the program. The Information Provider shall exclude from the program matter, the dissemination of which is prohibited by law. The Information Provider shall also comply with any State or Federal rules governing the provision of such programs. If a court or government authority acting under color of law finds the content of a program is in violation of the law, the Company shall terminate the service upon receipt of an order requiring it to do so. Upon objection to the continuance of such service made by or on behalf of any governmental authority acting under color of law, the Company may temporarily deny service or terminate the service.

The Information Provider shall be liable for, and shall indemnify, any save harmless the Company against all suits, actions, claims and judgments, all cost, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connections therewith, including but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel and slander.

The Information Provider's equipment must be of a design which automatically disconnects at the conclusion of one full cycle of a fixed length message.

The Information Provider assumes all financial responsibility for all cost involved in providing programs including, but not limited to, the Information Provider's premises equipment, producing the program, advertising and promotional expenses.

976 Service will not be offered by Information Providers in serving central offices where blocking is not available.

Unless otherwise stated and agreed upon the Information Provider and the Company, the Information Provider will provide continuous uninterrupted service.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.3 Information Provider Services, (Cont'd.)

5.3.2 Automatic Announcement Services

A. General

Regulations contained herein are specific to the services involved and in addition to the General Regulations applicable to all services of the Telephone Company.

The Company will provide Announcement Service, subject to the availability of facilities, by means of which a Customer will be enabled to furnish to calling parties simultaneously, announcement service of the kind specified herein.

Announcement equipment must be provided by the Customer.

Facilities affording the same or similar announcement services may be furnished to more than one Customer in an exchange.

The Customer to Automatic Announcement Service may use such service for the transmission of material for which a consideration is paid to him by another person.

The Customer will be required to contract for as many Announcement Lines as in the judgment of the Telephone Company are required to handle the traffic satisfactorily.

One directory listing without charge will be furnished with each Automatic Announcement Service.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.3 Information Provider Services, (Cont'd.)

5.3.2 Automatic Announcement Services, (Cont'd.)

B. General, (Cont'd.)

The Telephone Company, upon request, will furnish the name and address of the Customer and/or party responsible for Automatic Announcement Service as associated with such service in the Company's files.

The Customer agrees to indemnify and save the Company harmless against all claims arising from the material transmitted over facilities furnished hereunder, including claims for libel, slander, fraudulent or misleading advertisements, infringement of copyright or any other claims, and against all claims arising out of any act or omission of the Customer in connection with facilities provided by the Company.

The calling party who places a call to an Automatic Announcement Service telephone number is responsible for any charges between the originating location and the Automatic Announcement service telephone number.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the periods of service during which such mistake, omission, interruption, delay or error or defect in transmission occurs. However, if, in the case of such interruption, service is restored on or before the day after said interruption is reported to or detected by the Company, no allowance will be made.

5.3.3 Rates and Charges

Rates for transport, number portability and connectivity to Company equipment are individually contracted.

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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.4 Conference Calling Service

Conference Calling Service allows a Customer to hold conversations and/or meetings with two (2) twenty-three (23) other involved parties within New York. Customers of this service can establish simultaneous telephone contact with multiple callers by each of the involved parties dialing a toll-free number predetermined by the Company, receiving a prompting tone, then entering an authorization code also predetermined by the Company. Once the authorization code is entered, the calling party is connected to the conference call. The Customer must schedule the conference call at least twenty-four (24) hours in advance with the Company.

In order to receive the Conference Calling Service and associated rates, the Customer must be entered into the Company billing database prior to utilizing the service. Rates and charges for the Conference Calling Service will be priced on an Individual Case Basis between the Customer and the Company on a contractual basis. Calls are rated based on time of day and call duration of every involved party that participates in the conference call.

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.5 Schools and Libraries Discount Program

5.5.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.5 Schools and Libraries Discount Program, (Cont'd.)

5.5.2 Regulations

Obligations of Eligible Schools and Libraries

A. Requests for Service

1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
3. Services requested will be used for educational purposes.
4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of Carrier

1. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
  2. Carrier will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
  3. In competitive bidding situations, Carrier may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.
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Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 5 - MISCELLANEOUS SERVICES, (CONT'D.)

5.5 Schools and Libraries Discount Program, (Cont'd.)

5.5.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is as follows:

HOW DISADVANTAGED	% DISCOUNT LEVEL	
	URBAN DISCOUNT	RURAL DISCOUNT
% of students eligible for national school lunch program		
<1	20	25
1-19	40	50
20-34	50	60
35-49	60	70
50-74	80	80
75-100	90	90

Effective: October 1, 2019

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 6 - SPECIAL ARRANGEMENTS

6.1 Individual Case Basis (ICB) Arrangements

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features.

The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contact Customer as specified in each individual contract. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

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NEW YORK INTEREXCHANGE CUSTOMER SERVICE GUIDE

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SECTION 7 - PROMOTIONS

7.1 Service and Promotional Trials

7.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential Customer to a service not previously subscribed to by the Customer.

7.1.2 Regulations

- A. Appropriate notification of the Trial will be made to all eligible Customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
  - B. During a Service Trial, the service(s) is provided automatically to all eligible Customers, except those Customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A Customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, Customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.
  - C. During a Promotional Trial, the service is provided to all eligible Customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A Customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, Customers that do not contact the Company will be disconnected from the service.
  - D. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per Customer, per premises.
  - E. The Company retains the right to limit the size and scope of a Promotional Trial.
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