

Issued: 9-2-2020  
(A.L. 2020-P03)

**1. APPLICATION AND REFERENCE**

**1.3 SUBJECT INDEX (Cont'd)**

	<b>SECTION</b>	
Late Payment Charge .....	2	
Liability of the Company .....	2	
Limitations .....	2	
Limited Communication .....	2	
<i>LOYAL ADVANTAGE</i> .....	4	
Metro Optical Ethernet (MOE).....	7	
Metro Private Line (MPL) .....	7	
Miscellaneous Nonrecurring Charges.....	3	
<b>Multi-Line Telephone Systems</b> .....	<b>2</b>	(N)
Natural Disaster Relief For Customers.....	2	
Nonrecurring Charge For Restoration of Service.....	2	
Nonrecurring Charges.....	3	
Notice of Suspension .....	2	
Obligation to Furnish Service.....	2	
Optical Wavelength Service .....	7	
Payment Arrangements.....	2	
Payment For Service .....	2	
Payment of Bills .....	2	
Performance of Work on Customer's Premises.....	2	
Presubscriptions-2 (PIC-2) .....	3	
Price List Format .....	1	
Private Line Service .....	7	
Refusal .....	2	
Returned Payment Charge .....	2	

Issued: 9-2-2020  
(A.L. 2020-P03)

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.2 UNDERTAKING OF THE COMPANY

#### 2.2.3 LIABILITY OF THE COMPANY (Cont'd)

- F. The Company shall not be liable to a customer or service user or any other person, firm, entity, for any failure to perform its obligations under this Price List due to any cause or causes beyond its reasonable control, which is not the direct result of the Company's gross negligence or willful misconduct.
- G. The remedies set forth herein shall not be exclusive and the Company at all times shall be entitled to all rights available to it under either law or equity.
- H. **Customer will defend and indemnify the Company, its affiliates, agents and contractors from all third party claims, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees, arising from or related to customer's, customer's end user's or customer's third-party provider(s)' acts, omissions (including the failure to purchase or implement features that enable the receipt and transmission of direct-dial "911" calls or multi-line telephone system notifications), or failures of connectivity that impede, prevent or otherwise make inoperable the ability of the customer or its end users to directly dial "911" or to receive or transmit multi-line telephone system notifications, as required by law, in the United States.**

(N)

(N)

#### 2.2.4 SPECIAL TAXES, FEES AND CHARGES

Any sales, use, privilege, excise, franchise or occupation tax, costs of furnishing service without charge or similar taxes or impositions now or hereafter levied by the Federal, State, or Local government or any political subdivision or taxing authority thereof may be billed by the Company to its local exchange customers on a pro rata basis in the areas wherein such taxes, impositions or other charges shall be levied against the Company, or may require collection of such taxes, fees and charges by the Company.

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.4 PAYMENT FOR SERVICE

#### 2.4.1 CUSTOMER RESPONSIBILITY

A. The customer is responsible for payment of all charges for facilities and services furnished to the customer, including charges for services originated, terminated, or accepted, at such facilities. (T)

#### B. Multi-Line Telephone Systems (N)

Pursuant to 47 CFR §9.16(b)(1) and (2), multi-line telephone systems connected to the Company's network which were manufactured, imported, sold, leased, or installed after February 16, 2020 must be configured to:

- allow an end user to directly initiate a "911" call from any station equipped with dialing facilities, without dialing any additional digit, code, prefix, or post-fix, including any trunk-access code such as the digit 9, regardless of whether the user is required to dial such a digit, code, prefix, or post-fix for other calls, and
- provide MLTS notification to a central location at the facility where the system is installed or to another person or organization regardless of location, if the system is able to be configured to provide the notification without an improvement to the hardware or software of the system.

MLTS notification must (1) be initiated contemporaneously with the 911 call, provided that it is technically feasible to do so; (2) not delay the call to 911; and (3) be sent to a location where someone is likely to see or hear it.

Customers who connect multi-line telephone systems to the Company's facilities must agree to defend and indemnify the Company for acts and omissions resulting in non-compliance, as described in Section 2.2.3.H. (N)

#### 2.4.2 PAYMENT OF BILLS

##### A. Charges Due

Charges for local exchange service and facilities are billed in advance. Payment is due as required by statute or state administrative rules. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of their account. The customer is held responsible for all charges for local exchange service and facilities furnished at the customer's request.

The Company shall utilize credit policies and reasonable and equitable methods in its debt collection practices as specified by state and federal government regulations.

(M) Material moved to 4th Revised Sheet 19.

Issued: 9-2-2020  
(A.L. 2020-P03)

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## 2. GENERAL REGULATIONS – CONDITIONS OF OFFERING

### 2.4 PAYMENT FOR SERVICE

#### 2.4.2 PAYMENT OF BILLS (Cont'd)

##### B. Returned Payment Charge

A returned payment charge in the amount of \$25.00, or a lesser amount as permitted by state rule or law, may apply to the customer's account for each occasion that a check, bank draft, or an electronic funds transfer item is returned to the Company for the reason for insufficient funds or no account.

##### C. Late Payment Charge

1. Billing will be payable upon receipt. Amounts not paid within 30 days after the invoice is rendered will be considered past due. A late payment charge not to exceed the rate of 1.50% per month (unless a lower rate is prescribed by law, in which event at the highest rate allowed by law), may accrue upon any unpaid amount commencing five days after the date the payment is past due.
2. Collection procedures, temporary disconnection of service, and the requirements for deposit are unaffected by the application of a late payment charge.

##### D. Notice of Suspension

In the event it becomes necessary for service to be discontinued to a customer for nonpayment, a written notice, in accordance with state rules or laws, will be given advising the customer of the amount due and the date by which the same must be paid. If the customer fails to pay or make suitable arrangements for payment by said due date, the Company may suspend the service or discontinue the service and remove any or all of its equipment from the customer's premises.

##### E. Duplicate Bill Charge

In the event a customer requests a reprint of a monthly bill that is greater than six months old, a duplicate bill charge may apply.

#### CHARGE

- Business, per account
  - Reprint on paper, per bill \$5.00

(M) Material moved from 1st Revised Sheet 18.