

**Rules and Regulations Applying to All Customers' Contracts**

**A. General Definitions**

Company

The term "Company" is herein used to designate the Southwestern Bell Telephone Company (AT&T Kansas).

Customer

The term "Customer" is herein used to designate the person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the regulations of the Company.

**B. Rules and Regulations**

The regulations specified herein are in addition to the regulations contained in other sections of this Guidebook. Failure on the part of customers to observe these rules and regulations of the Company automatically gives the Company the right to cancel the contract and discontinue the furnishing of service.

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

The Company may discontinue certain Company services in geographic areas where the Company has no customers subscribing to those services.

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**C. Application for Service**

Applications for service, or requests from customers for additional service, equipment or changes in the grade or class of service, become contracts when received by the Company and are subject to the minimum contract term. The Company reserves the right to require application for service to be made in writing on forms supplied by it.

The terms and conditions of all contracts are subject to the rules and regulations in this Guidebook for the particular exchange for which service is to be furnished.

Any general change in rates, rules or regulations shall act as a modification of the contract to that extent, without further notice except that in case rates are increased the customer may cancel his contract upon reasonable written notice and upon payment for all service, equipment, and any contractual liability.

Unless otherwise specified, the minimum term for which service will be furnished is one month.

In instances where a customer converts existing service from a Competitive Local Exchange Carrier reselling Company-provided service to Company-provided service, a conversion charge as specified in Part 3, Section 1 may apply in lieu of standard installation charges.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)**

**D. Application of Business and Residence Rates**

1. Business Rates Apply at the Following Locations:<sup>/1/</sup>

In offices, stores, factories, and all other places of a strictly business nature.

In boarding houses (except as noted below), offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs, or lodges, public, private or parochial schools, or colleges, hospitals, libraries, churches, and other similar institutions, except in churches and lodges as specified below.

At residence locations when the customer has no regular business telephone and the use of the service either by himself, members of his household or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising, either by business cards, newspapers, handbills, billboards, circulars, motion picture screens, or other advertising matter, such as on vehicles, or when such business use is not such as commonly arises and passes over residence telephones during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

At residence locations, where the service is located in a shop, office or other place of business.

In college fraternity houses where the members lodge within the house.

At any location where the listing of service at that location indicates a business, trade or profession.

/1/ An electronic Bulletin Board System (BBS) is an electronic forum running on a computer system to communicate with other computers via a telephone line and using software which facilitates usually the following: message subboards, file transfers, networking abilities, on-line games and other general information, including but not limited to BBS lists, instructional information, help files, "how-to" information, etc.

BBSs located at a residence that do not solicit or require any remuneration, directly or indirectly, in exchange for access, and that use four or fewer local exchange access lines shall be permitted to subscribe to a flat rate residential offering. BBSs eligible for residential rates may not use paid for advertising to promote or advertise their BBS. Those BBSs that do not meet these conditions will be considered business, and shall subscribe to the appropriate business rate service for all exchange lines used by the BBS.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****D. Application of Business and Residence Rates (cont'd)****2. Residence Rates Apply at the Following Locations:**

In private residences where business listings are not provided.

In private apartments of hotels, rooming houses or boarding house where service is confined to the customer's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.

In the place of residence of a clergyman, physician, dentist, veterinary surgeon, other medical practitioner, Christian Science practitioner, nurse, midwife, or in their office, provided the office is located in their residence and is not a part of an office building. In any of such cases the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.

In a private stable or garage when strictly a part of a domestic establishment.

In churches where the service is not accessible for public patronage, as in pastors' studies.

In lodges where there is only occasional use of the service except in the Kansas City Zone, Bethel Zone and Melrose Zone of the Kansas City Metropolitan Exchange where business rates apply.

**E. Advance Payments and Deposits****1. Advance Payments**

When making application for service, the applicant may be required to pay at the time the application is accepted, Service Charges as applicable in Part 3, Section 1, Service Connection Charges - Moves and Changes, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. This provision will not be applied if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in Part 4, Section 2. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as provided elsewhere.

The amount of the advance payment (not including the Service Connection Charge) is credited to the customer's account and applied against any indebtedness under the contract.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****E. Advance Payments and Deposits (cont'd)****2. Deposits**

- a. The customer will provide proof of identity and credit information to the Company before service is made available and will maintain credit satisfactory to the Company. The Company may, at the time of application for service or at any time thereafter on five (5) days written notice, require a deposit to guarantee payment of bills for telephone service rendered if:
  1. The Company establishes that the customer has an unsatisfactory credit rating, or has an insufficient prior credit history upon which a credit rating may be based; or
  2. The customer has outstanding, with any utility, an undisputed and unpaid service account which accrued within the last five (5) years; or
  3. The customer has, in an unauthorized or illegal manner, interfered with or used the service of a company within the last five (5) years; or
  4. The customer fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods.

The fact that a deposit has been made will in no way relieve the customer from complying with the Company's regulations as to the prompt payment of bills, nor constitute a waiver or modification of the regular practices of the Company providing for the temporary suspension of service or the termination of the contract for non-payment of bills.

- b. The amount of the deposit required will not exceed the amount of two (2) months projected exchange service charges and estimated long distance usage average bills. For purposes of establishing deposits and projecting monthly bills, the Company will consider the length of time the customer can reasonably be expected to take service, past usage patterns, and usage patterns of other similar customer's. The amount of the deposit may be adjusted if the character or usage of the customer's service should change.

The Company will permit payment of any required residential deposit in equal installments over a period of at least two months and, if the initial or additional deposit required is over fifty dollars (\$50), over a period of at least four months.

- c. The Company will maintain a record of all deposits received showing the customer's name, address of the premises for which the deposit is maintained, date and amount of deposit, and the date and amount of interest paid.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****E. Advance Payments and Deposits (cont'd)**

## 2. Deposits (cont'd)

- d. Whenever a security deposit is accepted, the Company will issue to the customer a non-assignable receipt containing the following:
1. Customer's name
  2. Place of deposit
  3. Date of deposit
  4. Amount of deposit
  5. Company name and address, signature and title of the Company employee receiving deposit.
  6. Current annual interest rate earned on deposit as determined by K.S.A. 1982 Supp. 12-822 and amendments thereto.
  7. Statement of the terms and conditions governing the use, retention and return of deposits, to include a statement that deposits taken from residential customers who make nondelinquent payments of undisputed bills for telephone service for a period of twelve (12) consecutive months shall be either credited with interest to their telephone bills or, if requested, refunded.

In lieu of a receipt, the Company may indicate on the monthly customer billing the amount of any security deposit retained by the Company, provided that the information required by subsections 6. and 7. above is individually provided in writing to the customer.

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- e. In lieu of the security deposit, the Company may accept a surety bond or the written guarantee of a responsible party as surety for a customer's service account. A responsible party need not be a telephone customer in order to qualify as a guarantor. The Company will not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees. The Company may not disconnect telephone service to the guarantor for failure to pay the guaranteed customer's delinquent account.

The guarantor will be released upon nondelinquent payment by a residential customer of all undisputed proper charges for telephone service for a period of twelve (12) consecutive months or upon termination of service and payment of telephone bills.

- f. Upon termination of service, and determination of a final bill, the Company will refund the deposit to the customer less any unpaid bills due the Company. When refunded or credited, the deposit shall include accrued simple interest at a rate not less than that provided by K.S.A. 1982 Supp. 12-822 and amendments. The Company will return any surety bond or refund the deposit, together with accrued interest, to residential customers who make nondelinquent payments of undisputed bills for a period of twelve (12) consecutive months. The Company may return any surety bond or refund the deposit, together with accrued interest, to nonresidential customers whose credit rating has been satisfactorily maintained for a period of twelve (12) consecutive months.
- g. No deposit shall be required by the Company because of a customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income, or geographical area of residence.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****F. Use of Service and Facilities****1. General**

Unless expressly authorized in this or other guidebooks of the Company, local exchange service is furnished for the exclusive use by the customer, its employees as incident to the employee's service, residents in their households, Shared Users, Shared Tenant Service Subscribers, or other qualifying authorized users.

The Company is the exclusive provider of local exchange service within its authorized service territories unless such other entity is appropriately certificated or licensed by the entitled regulatory agency. Local exchange service is all telecommunications service between different persons or entities who are located within the local service area.

The Company has the right to refuse to install customer service or to permit such service to remain on the premises of a public or semi-public character when the public in general or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, provided it is not accessible for general public use.

Local exchange service may be used for providing access to resold or shared customer premises equipment. Where local exchange service is used for this purpose, no payment, either direct or by means of a coin collective device, or consideration for the local exchange service is to be paid any party other than the Company, except as provided in this guidebook.

Local Exchange Service may not be utilized in the provision of interexchange telecommunications service (MTS and WATS).

Business Local Exchange Service may be used in the provision of Interstate enhanced service consistent with the FCC mandated enhanced services exemption. Such interstate enhanced services use is limited to the period for which the FCC enhanced services exemption is in force.

Except as specifically provided for in this Guidebook, Local Exchange Service may not be used to extend the local calling scope of the subscribing customer.

In the event, a customer's service is discovered to be in violation of the aforementioned provisions, the Company shall backbill to recover the under charge. To determine the amount of under charge the Company shall first review its service records to determine the period of under charge. Should the customer dispute the period determined by the Company, the customer has the burden of demonstrating a shorter period of under charge. In cases where the Company service records do not indicate a probable period of under charge, a period of 12 months shall be used and the burden of demonstrating a shorter period shall be upon the customer. The under charge shall be assessed based upon Switched Access Service charges.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****F. Use of Service and Facilities (cont'd)**

## 1. General (cont'd)

The Company, upon failure of the customer to pay the amount backbilled, shall suspend service to the customer until such time as the backbilled amount plus late payment penalty, if any, are paid in full.

IntraLATA long distance message telecommunications service and intralata wide area telecommunications service are provided for use by the customer and may be used by others, when so authorized by the customer, providing all such usage shall be subject to the provisions of Part 9 and Part 10. When customers provide these services to users who are transient in nature (i.e., hospitals, hotels/motels, etc.) and charge for those services, such charges shall be shown separately on the bill rendered by the customer to those users. Transient resellers need to make users aware of the surcharge levied on any call prior to making such a call. Therefore, the surcharge shall be conspicuously affixed to each telephone instrument either in the form of a percentage charge or a fixed amount. This notice must be applied for all outgoing calls.

The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage, or that of any of his authorized users.

## 2. Paralleling Service

When both flat and optional local calling service or message rates are quoted in an exchange for business main station or commercial private branch exchange service, an applicant may, at his option, select service under either method of rate treatment, but the entire service furnished at the same premises including additional and auxiliary service must be uniformly on the same rate basis and not on a combination of the two. The foregoing does not apply to:

1. hotel and motel premises where flat rate service may be furnished for the exclusive use of the hotel or motel management or may be contracted for use separately by guests in addition to the message service ordinarily provided in guests' rooms and lobbies.
2. an Enhanced Service Provider's premises where a measured service is being used to provide one type of service to its patrons (such as Voice Messaging) and flat rate for another (such as Telephone Answering Service).
3. furnishing two-way business message rate service as a secretarial answering line or extension on the premises of a Telephone Answering and Secretarial Service.
4. Payphone Exchange Access Service.

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## 3. Transmitting Messages

The Company does not transmit messages but offers the use of its facilities for communications between its customers.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****F. Use of Service and Facilities (cont'd)**

## 4. Use of Lines of Other Companies

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

## 5. Unauthorized Attachments or Connections

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the facilities furnished by the Company, whether mechanically, electrically, inductively, acoustically, or otherwise, except as provided in this Guidebook. In case any such unauthorized attachment or connection is made, the Company shall have the right to rearrange the network interface(s) to a demarcation point at the minimum point of entry. The charges specified in 'Network Interface/Demarcation Point' described in Part 8, Section 8 shall apply to rearrange the network interface(s).

## 6. Except as otherwise provided in this Guidebook, nothing herein shall be construed to permit the use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

## 7. Automatic Dialing and Announcing Devices

The following Guidebook applies to Connections of Automatic Dialing and Announcing Devices when operated or used for the purpose of making a solicitation telephone call.

- a. The automatic announcing device, either used separately or in conjunction with an automatic dialing or other device, shall not be connected to, or operated over, the telephone network unless:
  1. In all instances the device or its operator, as quickly as possible, or within five seconds after the called party hangs up, creates a disconnect signal or on-hook condition which allows the called party's line to be released.
  2. The automatic announcing device is used pursuant to prior agreement between the calling and called parties or the recorded message begins with or is preceded by a statement announcing the name, address and call-back telephone number of the calling party, the purpose or nature of the message, and the fact that the message is a recording.
  3. No calls are made to emergency telephone numbers identified as such in the Company's Listing Information System for the exchange to which automatic dialing and announcing calls are made and also those numbers included on a list provided by the Company for each such exchange. The list of emergency numbers shall be provided by the Company to the prospective user upon the Company's receipt of notification as required in paragraph 7.b.3., following. (C)



**Rules and Regulations Applying to All Customers' Contracts (cont'd)****F. Use of Service and Facilities (cont'd)****7. Automatic Dialing and Announcing Devices (cont'd)**

- b. Automatic dialing and announcing devices, when used in conjunction, shall not be connected to, or operated over, the telephone network unless:
  - 1. No calls are made, except pursuant to prior agreement between the calling and called parties, before 9:00 a.m. and after 9:00 p.m., and at such other times when operation might cause substantial impairment of service, as determined by the Company.
  - 2. All attempted calls are terminated and a disconnect or on-hook condition created when the call is not completed within thirty seconds.
  - 3. At least five days prior to operation, the prospective user informs the Company by written notice of each exchange from and to which telephone calls are to be made with the automatic dialing and announcing device. The written notice must contain:
    - The prospective user's name, address and telephone number.
    - The address and telephone number from which the calls are to be made.
    - A description of the automatic dialing and announcing device, including appropriate registration information.
    - The calendar days and clock hours during which the automatic dialing and announcing device is to be used.
    - An estimate of the expected traffic volume, in terms of message attempts per hour and average length of completed message.
    - A summary of the nature of the calls to be made.
- c. If the user of the automatic dialing and announcing equipment plans or anticipates any substantial changes in the information provided pursuant to paragraph 7.b.3., preceding, he shall notify the Company in writing at least three days prior to such changes. Whenever the user of automatic dialing and announcing equipment experiences actual traffic volumes substantially in excess of those stated in the information provided pursuant to paragraph 7.b.3., he shall promptly notify the Company in writing of such actual traffic volumes.
- d. When the Company provides the originating service for an automatic dialing and announcing device user and determines, from review of the information provided by the user or otherwise, that the telephone service of others is or may be substantially impaired as a result of the proposed or actual use of the automatic dialing and announcing equipment, it may provide service subject to reasonable written conditions necessary to prevent such impairment or, in the absence of such conditions, may refuse or immediately discontinue service to the automatic dialing and announcing device user. In making such determinations, the Company shall consider information received from other telephone utilities concerning any exchange to which such calls are, or would be, made. Failure by the user to comply with the conditions set forth by the Company shall be grounds for immediate termination of service.
- e. If the automatic dialing and announcing device user fails to comply with the provisions of this guidebook, the Company may refuse to provide service until the noncompliance is remedied or may terminate service upon five days prior written notice, except as otherwise specified in paragraph 7.d. preceding.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****F. Use of Service and Facilities (cont'd)****8. Provision of Equipment**

Any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

**G. Payments for Service**

1. Payment for Service -- The customer is responsible for payment of all charges for services furnished the customer, including charges for services originated, billed to third party or charges accepted at the customer's station.<sup>/1/</sup> Where message rate service is furnished, local message guarantees are on a monthly basis, i.e., settlement of local message charges is made monthly on the basis of the charge for the guaranteed number of local messages plus charges for additional local messages. (C)

Installment Billing allows business customers to negotiate payment of nonrecurring charges for up to four (4) months. This service will only be applicable to those products and services not specified for deferred payment in other sections of this guidebook. A service handling charge of five dollars (\$5.00) will be applied to the first monthly payment. This charge will only be applied once when multiple orders are issued for one customer, at one location, with one due date.

Installment Billing allows residence customers to negotiate payment of nonrecurring charges in equal monthly installments over additional periods. The Company offers Installment Billing, as appropriate, for four (4) months, but at the customer's request may extend the additional periods to a total of up to six (6) months. This service will only be applicable to those products and services not specified for deferred payment in other sections of this guidebook. A service handling charge of five (\$5.00) will be applied to the first monthly payment. This charge will only be applied once when multiple orders are issued for one customer, at one location, with one due date. The five dollar (\$5.00) service handling charge will be waived for any residential customer that meets the eligibility requirements for Lifeline Service as outlined in Part 4, Section 4.

All bills for the Company service are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company or its authorized agent or is not postmarked on or before the date stated on the bill which date shall be at least the tenth (10th) day after the date of the mailing of the bill to the customer. In the event that a postmark on a customer's payment received after the due date is not discernible, a three-day mailing period will be presumed.

If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of the Company are not open to the general public, the final payment date shall be extended through the next business day.

/1/ Effective March 19, 2016, Collect, Person-to-Person, Bill to Third Number calls and Busy Line Verification/Interruption services are discontinued.

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**Rules and Regulations Applying to All Customers' Contracts (cont'd)****G. Payments for Service (cont'd)****1. Payment for Service – (cont'd)**

If a customer makes partial payment for the total bill, the payment shall be credited first to additional charges, then to current charges and then to special charges, for purposes of temporary suspension of the customer's service.<sup>/1/</sup>

If the entire amount billed is not received by the Company prior to the next billing date, a late payment charge of 3% will be assessed. This 3% late payment charge will apply to all services on any unpaid balance. The 3% late payment charge shall not be applied to any balance to which the charge was applied in a previous billing.

In the event of a billing dispute resolved in favor of the Company, any payments withheld pending settlement of the dispute will be subject to the late payment charge.

Upon nonpayment of any sum due the Company, the Company may, after notice in writing to the customer without incurring any liability, forthwith discontinue the furnishing of said service.

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The PredictaBill or Access Line Retention Program (ALRP) will be made available to customers whose service is subject to discontinuance for nonpayment due to significant amounts of long distance or has been disconnected due to significant amounts of long distance and owe an outstanding final bill. Customers with significant amounts of long distance will be allowed to restore or reconnect service if they:

- make acceptable payment arrangements on the outstanding bill; and
- accept Toll Restriction until the outstanding bill is cleared.

**2. Any applicant or one for whom an application is made, owing the Company for service furnished under a former contract, shall pay or make satisfactory arrangements for paying any bill outstanding and unpaid for such service, before any additional service will be furnished.<sup>/2/</sup>**

/1/ Pursuant to paragraph 393 of FCC Report and Order in CC 96-45, partial payments received from Lifeline customers shall be applied first to local service charges and then to toll charges.

/2/ Pursuant to paragraph 394 of FCC Report and Order in CC 96-45, a qualifying Lifeline customer's request for re-establishment of service cannot be denied for previous unpaid toll charges.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****G. Payments for Service (cont'd)**

3. Rates for Fractional Periods -- If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a proportionate part of the monthly charges based on the actual number of days the facilities are furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have thirty days.

When rates are on a "per day" basis, the minimum charge for each day or fraction thereof will be the charge for one day.

4. All customers will receive, at no additional charge, one copy of their monthly telephone bill in a paper or electronic format, except as provided in other sections of this guidebook. For an additional charge, the customer may also choose to receive up to ten copies of their monthly bill each month.

If the customer wants a duplicate paper copy, or copies, of their bill, a charge of \$3.00 will apply per bill, per request, for the first 15 pages, plus an additional \$.05 per page in excess of 15 pages.

These charges will apply to all requests, including those made to reoccur on a month-to-month basis.

If the customer's bill is lost, for reasons other than negligence by the customer, and the customer notifies the Company within 60 days of the billing date, one copy of the bill will be provided at no charge.

5. Annuity Factors

Unless specified elsewhere in the guidebook, the following table of annuity factors should be used to calculate the appropriate monthly payment for those services offering an optional payment plan:

Annuity factors based on current discount rate:

<u>Installment Term</u>	<u>Factor</u>	<u>Installment Term</u>	<u>Factor</u>
12 Months	.0885	72 Months	.0191
24 Months	.0467	84 Months	.0172
36 Months	.0328	96 Months	.0158
48 Months	.0259	108 Months	.0147
60 Months	.0218	120 Months	.0139

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****G. Payments for Service (cont'd)**

## 6. Convenience Fee for Payment Made with a Company Representative

A fee may apply for each instance of payment made with a Company Representative when authorized by the subscriber. The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment.<sup>/1,2,3,4/</sup>

	<u>Charge</u>
Residence	\$5.00
Business	5.00

**H. Customer Billing**

1. The Company will normally bill each customer each billing period in accordance with its applicable rate schedules. Billings may be issued monthly in advance for local service and equipment and in arrears for toll service for all customers except the customers residing in designated special resort areas (seasonal living) who may be billed annually in advance for local service and equipment.

## 2. Contents of a Bill

## a. Each customer's bill will show:

1. The period of local service billed for ("billing period"), the approximate date of mailing ("mailing date"), and the final date by which a payment can be received before a bill is deemed delinquent.
2. Monthly local service charges, including access line, wiring, and extra listing charges. Such charges will be itemized following an initiation or change of service and itemized upon customer request. (C)
3. Monthly equipment charges. Such charges will be itemized following a connection or change in equipment and itemized upon customer request.
4. Total toll charges, with information for each toll call as to its date, time, length, rate code at which billed, place called, and telephone number called. Additionally, if the call is a collect or third number call, the telephone number and city called from shall be shown.<sup>/5/</sup> (C)  
Included on the bill will be an explanation of the rate codes. (C)

Toll charges billed using commercial credit cards will be exempt from these requirements.

<sup>/1/</sup> The fee will not apply when automated payment systems are unavailable due to system problems.

<sup>/2/</sup> The fee will not apply to payments taken for advance payments or deposits.

<sup>/3/</sup> This fee is not applicable to business customers that have a dedicated AT&T Account Manager assigned.

<sup>/4/</sup> This fee will not apply when a Company representative processes an account payment and in the same conversation the subscriber agrees to have the account arranged for automated bill payment.

<sup>/5/</sup> Effective March 19, 2016, Collect, Person-to-Person, Bill to Third Number calls and Busy Line Verification/Interruption services are discontinued.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)**

**H. Customer Billing (cont'd)**

2. Contents of a Bill (cont'd)

a. Each customer's bill will show: (cont'd)

5. Service charges for nonrecurring items such as directory assistance or service connection or move charges, itemized for each charge separately included in guidebooks.
6. The amount due for excise taxes.
7. The amount due for sales taxes.
8. The amount due for franchise taxes, if any.
9. The total amount (sum of 2 through 8 above) due for service in the current billing period.
10. The amount of additional charges due for past due accounts, collection charges, reconnection charges, installation payments or other Company charges authorized by the Commission.
11. The amount of any adjustments or credits.
12. The total amount due.
13. The address and telephone number of the Company and the identification of the person or office where a customer may report a disputed bill, make an inquiry concerning a bill, delinquency or termination of service, or otherwise complain.

b. The Company may include on the bill charges for special services which are not authorized by the guidebook, such as the sale of merchandise or advertising. Charges for special service shall be designated clearly and separately from charges for telephone services.

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c. On some occasions, customers with less than six (6) months service may be issued an "expedited listing" of toll charges when such charges exceed the amount of deposit held or become greater than the estimated usage established by the customer and the Company. When this occurs, the customer will be asked to pay for the toll charges. The amount paid will be credited to their regular monthly bill.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)**

**I. Rights of Customers**

1. Disputes

- a. When a customer advises the Company prior to the date of the proposed suspension of service that all or any part of any billing as rendered is in dispute or that the Company's reasons for suspension are factually invalid, the Company will:
  - Immediately record the date, time and place the complaint is made.
  - Postpone suspension until a full investigation is completed and the dispute found to be invalid.
  - Investigate the dispute promptly and completely.
  - Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- b. A customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate personnel of the Company.
- c. The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communication, personal meetings, on-site visits or any other technique reasonably conducive to settlement of the dispute.
- d. In the event that a dispute is not resolved to the satisfaction of the customer after attempts by the Company to resolve it, the Company may then suspend service.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****J. Obligations of Customers and Rights of the Company****1. Obligations of Customers**

- a. Alterations -- The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities; and the customer agrees to pay the Company's current charges for such changes.
- b. Maintenance and Repairs -- All ordinary expense of maintenance and repair of regulated facilities and services on the Company's side of the demarcation point, unless otherwise specified in this guidebook, is borne by the Company. The customer agrees to take good care of the equipment and facilities connected therewith. In case of damage to or destruction of any of the Company's equipment and facilities, not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the customer.
- c. Rearrangements and Installation of Equipment -- Customers may not install, rearrange, disconnect or remove or permit others to install, rearrange, disconnect or remove any apparatus associated with the Company facilities, except upon the written consent of the Company or as provided for by this guidebook. In case any such unauthorized rearrangement, removal or connection is made, the Company may rearrange the network interface(s) to a demarcation point at the minimum point of entry (MPOE). The charges to move the network interface specified in 'Network Interface/Demarcation Point' found in Part 8, Section 8 may apply.
- d. Use of Commercial Power for Operation of Equipment or Facilities -- Unless specifically provided otherwise in this guidebook, when commercial power is used for the operation of Company equipment or facilities, the customer will provide the necessary power wiring, power outlets and commercial power. The customer assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.
- e. Electrical Grounding/Bonding - The customer is responsible for grounding and/or bonding the premises, any structure in which service is to be provided or used, as well as any equipment and associated wiring. The Company shall in no way be liable for any harm or any damages arising in connection with any failure to properly ground or bond the service, the premises, any structure in which the service is to be provided or used, any equipment or any associated wiring.



**Rules and Regulations Applying to All Customers' Contracts (cont'd)****J. Obligations of Customers and Rights of the Company (cont'd)****2. Rights of the Company**

- a. Work Performed on an Overtime Basis -- The charges specified in this Guidebook do not contemplate work being performed by Company employees involved at a time when overtime wages apply, due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
- b. Work Interruption -- The charges specified in this Guidebook do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
- c. Ownership -- Equipment and lines on customers' premises, furnished by the Company, shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment and lines or for the purpose of making collections from coin boxes and, upon termination of the service, for the purpose of removing such equipment and lines.
- d. Customers' Use of Equipment for Display Purposes -- The Company reserves all rights with respect to use of items furnished or owned by it for display of advertising and the customer shall not so display advertising or permit such display except upon the approval of the Company.
- e. Impairment of Telephone Service -- When the general telephone service to the public is impaired by a customer's use of telephone service, or service directly incident thereto, the Company shall have the right to require the customer to contract with the Company for such additional facilities, equipment and rearrangement, and/or to require the customer to attend properly the equipment and facilities, as may be necessary in the judgment of the to remove the cause of said impairment, or if the requirement is refused or will not remedy the situation, to discontinue service completely.
- f. Abandonment of Telephone Service -- The Company may discontinue service which has been abandoned.
- g. Abuse of Telephone Service -- The Company may discontinue service which is used:
  - 1. In such a way that interferes with the service of other telephone users;
  - 2. For any purpose other than a means of communication;
  - 3. To communicate profane or obscene language;
  - 4. For a call or calls, anonymous or otherwise, if made in a manner which reasonably could be expected to frighten, abuse, torment or harass another;
  - 5. In any fraudulent or unlawful manner;
  - 6. In a manner which violates any of the lawful regulations of the Company;
  - 7. To obtain a customer's listed name, address or telephone number from Directory Assistance for any purpose other than to facilitate the making of a telephone call; or
  - 8. To disseminate without authorization information that would enable other persons to gain unauthorized access to the Company's network or facilities.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****J. Obligations of Customers and Rights of the Company (cont'd)**

## 1. Rights of the Company (cont'd)

- h. Telephone Directory Distribution – Where available, the Company distributes to its customers such local directories as in its opinion are generally necessary for the efficient use of local exchange service. The Company, upon customer request for a foreign directory may, at the Company's discretion, charge for any such directory at a reasonable rate. (C)
- i. Telephone Directory Ownership – Where available, directories regularly furnished to customers are the property of the Company, are loaned to customers only as an aid to the use of the telephone service, and are to be returned to the Company upon request. Customers must not deface or mutilate such directories or attach or permit attachment of covers of any sort or description without the written consent of the Company. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of customers. (C)
- j. Telephone Numbers -- The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company in the furnishing of telephone service.
- k. Unauthorized Attachments or Connections -- Where the customer uses unauthorized equipment, accessories, apparatus, circuit or device, he will be held responsible for the cost of correcting any impairment of service caused by the use of such attachment or connection and will be billed for each service call made to his premises or the premises of any other customer by reason of the use of such attachment or connection with facilities of the Company.

**K. Liability of the Company**

- 1. Defacement of Premises -- No liability shall attach to the Company by reason of any defacement or damage to the customer's/patron's premises resulting from the existence of the Company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees, whether the patron is receiving service directly from the Company, resold Company service or service through Company unbundled network elements.
- 2. Errors -- The Company's liability for damages arising from errors or omissions in the make-up of listings in its Listing Information System or from directory assistance or in accepting listings as presented by customers/patrons or prospective customers/patrons shall be limited to the amount of actual impairment of the customer's/patron's service, and in no event shall it exceed the amount paid for the service during the covered period in which the error or omission occurs, whether the customer/patron is receiving service directly from the Company, resold Company service or service through Company unbundled network elements. (C)

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****K. Liability of the Company (cont'd)**

3. The customer/patron assumes all risk for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment and facilities furnished by the Company occurring in the course of furnishing service, in the telephone service or other communication services furnished by the Company, or of the Company failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, whether the patron is receiving resold Company service or service through Company unbundled network elements except as follows: If service is interrupted other than by negligence or willful act of the customer/patron, an allowance at the rate for that portion of the customer's/patron's service affected by the interruption shall be made for the time such interruption continues after the fact is reported by the customer/patron or after detected by the Company so long as the interruption is for more than 24 hours. The Company will not be responsible for any loss or damage nor for any impairment or failure of the service arising from or in connection with the use of customer/patron-owned facilities or equipment and not caused solely by the negligence of the Company. An adjustment or refund shall be made:
  - Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the Company; and
  - Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the Company and the adjustment or refund exceeds \$1.00 in amount. The Company will not be responsible for any damage of any kind, including but not limited to consequential or incidental damage arising out of or relating to service interruptions except as outlined above.

No other liability shall in any case attach to the Company in consideration of such interruptions, whether the patron is receiving resold Company service or service through Company unbundled network elements. The Company will not be responsible for any loss or damage of any kind or nature, including but not limited to consequential or incidental damages, nor for any impairment or failure of the service arising from or in connection with the use of customer/patron-owned facilities or equipment and not caused solely by the negligence of the Company.

All limitation of liability sections herein or contained elsewhere in this guidebook, including but not limited to this Section, apply to all claims and causes of action brought by customers/patrons receiving service from providers which purchase the underlying service, directly from the Company or from the Company through either resale or unbundled network elements.

4. Indemnification -- The customer/patron indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring on the customer's/patron's premises and further, the customer/patron indemnifies and saves harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer/patron; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, and apparatus, equipment, and systems provided by the customer/patron; and against all other claims arising out of any act or omission of the customer/patron in connection with the services or facilities provided by the Company. This obligation to indemnify arises whether the patron is receiving service directly from the Company, resold Company service or service through Company unbundled network elements.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****K. Liability of the Company (cont'd)**

5. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, whether (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a the Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of Company billing for the period of service during which such mistakes, omissions, interruptions, delays, errors, defects in transmission or injury occur), or (2) not prevented by customer-provided equipment. This paragraph applies whether the customer/patron is receiving service directly from the Company, resold Company service or service through unbundled network elements.

The Company and its employees cannot be subject to criminal prosecution and/or civil liability for relaying any message and cannot be held legally responsible for errors due to transcription, transmission, or transliteration problems.

6. Customer Release

By subscribing to telephone service from the Company or receiving resold Company service or service through Company unbundled network elements, the customer/patron explicitly agrees that the Company may release information regarding the customer's/patron's local telephone service, including the customer's/patron's name, service address, and telephone number, to local emergency service providers and/or government agencies for the exclusive purpose of building and maintaining a database for use in responding to 911 emergency calls for a specific geographic area. This release applies to all customers/patrons regardless of whether customer/patron also subscribes to the Company's Non-Published Exchange Service or Nonlist services. Customer/patron also releases the Company from any and all claims arising out of the Company's provision of this information to local emergency service providers and/or government agencies including claims for breach of privacy under state and/or federal law, and for any loss or injury to persons or property whether or not that injury resulted from incomplete or inaccurate information provided to the emergency service provider by the Company.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****L. Transfer of Contracts**

1. Customers may transfer their contract(s) having a term length of greater than one month, to another party at the same location when there is no reason to question the responsibility of the other party, and when the new party willingly assumes all the obligations of the former customer and pays any additional charges that are applicable. A Transfer of Service Agreement (TSA) signed by the new customer may be required. All bills will be rendered to the new party without any adjustments. Such contract is terminable under the same conditions as was the original contract.
2. The telephone number of a telephone service affected by a transferred contract covering a change of party, may be changed, unless it is clearly shown that the new party is, in fact, the successor of and is entitled to receive, and will properly care for the incoming messages for the listed number. In order to retain the listed telephone number, the new customer must assume any outstanding indebtedness under the transferred contract.
3. Upon termination of the customer's service at a service address, the Company may transfer the deposit to the customer's new active account upon oral or written request by the customer.
4. A Service Connection Charge of \$11.25 (Residence) and \$21.00 (Business) may be applied, when appropriate, when a customer's account is superseded.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****M. Termination of Contracts**

## 1. Cancellation of Application for Services

- a. Where the applicant cancels an application for service prior to the start of installation or special construction of facilities, no charge applies.
- b. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the charge specified below, whichever is lower, applies.
  - A charge equal to the estimated costs incurred in such installation, less estimated net salvage.
  - The charge for the minimum period of the service ordered by the customer as provided in this Guidebook plus the full amount of any termination charges applicable.
- c. Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.
- d. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage, applies except that, where one or more, but not all, of the services involved in the special construction are cancelled, a charge equal to the cost, less net salvage, incurred for the discontinued services applies instead. Net salvage is determined based on the value of reusable material, less cost of removal. In determining the charge, each cancelled service is treated as discontinued as of the date on which it was to have been placed in service.
- e. Installation or special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred; provided, the customer had advised the Company to proceed with the installation or special construction.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)**

**M. Termination of Contracts (cont'd)**

2. Termination of Contracts During Minimum Terms

- a. Service and Equipment -- Contracts may be terminated before expiration of the minimum term, under the following conditions<sup>/1/</sup>:

1. On payment of all charges for service rendered -

If, in the opinion of the Company, the premises has been substantially destroyed from causes beyond the control of the customer, the customer has up to two months from date of destruction to decide to:

*Terminate contract* -- The customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement.

*Continue same service subject to the availability of equipment* -- The same service is installed without Installation Charges or Service Charges. Upon completion of installation of the same type of service, the period of time the customer was out of service is added to the expiration date of the existing contract term.

*Change service* -- If the service is changed, the customer's existing contract is terminated and the customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement and a new contract is issued. The Service Charges will be based on the difference between the Service Charges applicable to reestablish the existing service and the Service Charges to establish the new service. If the Service Charges to establish the new service are less than the Service Charges to reestablish the existing service, no charges are applicable. The customer is required to pay all other nonrecurring charges for the new equipment.

/1/ Includes Listings where the minimum term is one month.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****M. Termination of Contracts (cont'd)**

## 2. Termination of Contracts During Minimum Terms (cont'd)

- b. Listings – Contracts may be terminated before expiration of the minimum term, under the following conditions<sup>/1/</sup>: (C)

1. On payment of all charges for service rendered -
  - In case the contract for main service is terminated, or
  - In case the listed party becomes a customer to some other class of exchange service similar in classification, i.e., business or residence to that under which the listed party is listed, or
  - In case the listed party moves to a new location or quits business, or
  - In case of death of the listed party, or
  - In case the interests of the customer are merged through marriage or business affiliations.

2. On payment of all charges for service for the minimum contractual period.

## 3. Termination of Contracts After Expiration of Minimum Term

Contracts, unless otherwise specified, may be terminated by either the customer or the Company, after the expiration of the minimum term, upon reasonable written notice from either party to the other.

## 4. Contractual Agreements

The basic termination charge and the minimum contract period referred to in this guidebook are to be applied to the same customer at the same location. An assumption of an existing contract by a new customer as provided for in this section of the guidebook is to be considered as a continuation of the same contract.

## 5. General Provisions

- a. A failure to make payments in accordance with the rules and regulations prescribed by the Company is regarded by the Company as a voluntary termination of the contract by the customer.
- b. The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Company receives other evidence convincing to it that such service is being or will be so used.
- c. Abandonment of equipment or service by a customer is regarded by the Company as a voluntary termination of the contract.
- d. If it is deemed necessary by the Company, customers may be required to provide security satisfactory to the Company in the amount sufficient to guarantee payment of the termination charge. If a cash deposit is made, simple interest will be paid at the rate specified in paragraph E.2 *Deposits* preceding, on deposits held thirty days or more.

<sup>/1/</sup> Includes Listings contracts where the minimum term is the directory period.

(C)



**Rules and Regulations Applying to All Customers' Contracts (cont'd)****N. Special Charges, Fees and Taxes****1. General Regulations**

There shall be added to the customer's bill or charge as a part of the rate for service, a surcharge, equal to the prorata share of any occupation, franchise, business, license, excise, privilege or other similar special charge or tax, now or hereafter imposed upon the Company by any taxing body or authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due.

**2. Method of Billing**

On or after the effective date thereof, any subsequent increase, decrease, imposition or determination of liability for such special charges, fees or taxes as described above, shall be applied proportionately to each customer's monthly bill on each individual billing date:

- a. When such a charge, fee or tax is imposed in terms of a flat sum payment of money or as a certain amount per main line or trunk located within the limits of a government unit or taxing body, the amount may be billed monthly to each customer on each main line or trunk in proportion to the total annual charge or tax divided by the number of main lines or trunks divided by 12.
- b. When such a charge, fee or tax is imposed based on Gross Receipts of Local Service revenues within the government unit or taxing body, the surcharge shall be applied as a percentage of each customer's local service billing, and applied monthly to each customer's bill.<sup>/1/</sup>
- c. When such a charge, fee or tax is imposed based on a percent of the monthly rate for a Class of Service, the percent shall be converted to the nearest cent and applied to each main line, trunk and billed to each customer monthly. The surcharge applied shall be the same percent for all classes of main lines, trunks and exchange access charge of main stations.<sup>/1/</sup>
- d. The pro rata special charge or tax applicable to each subscriber will appear on the regular subscriber statements identified as such.

**O. Promotional Programs**

The Company may offer a customer special rate incentives and/or waive in full or in part the Service and Equipment Charge for the purpose of stimulating guidebook offerings.

<sup>/1/</sup> Gross receipts ordinances presently billed in this manner may continue to be billed under the existing method until expiration of the present contract, or until the parties by mutual agreement renegotiate the contract.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****P. Disaster Plan**

When a business or residence customer's premises is destroyed or partially destroyed by means beyond the control of the customer, i.e., natural disaster or fire, the following emergency plan will go into effect, except as provided pursuant to the Major Disaster Relief Plan as shown in paragraph Q.  
*Major Disaster Relief Plan:*

The service connection charge to re-establish the local exchange access line after the disaster will be waived as specified in Part 3, Section 1.

The monthly rate and associated Service Connection Charge for *residence* customers will be waived for thirty days for the following services:

- Call Forwarding
- Call Forwarding-Busy Line
- Call Forwarding-Don't Answer
- Call Forwarding-Busy Line/Don't Answer
- Remote Access to Call Forwarding
- Customer Alerting Enablement
- Preferred Number Service

The monthly rate and associated Service Connection Charge for *business* customers will be waived for thirty days for the following services:

- Call Forwarding
- Call Forwarding-Busy Line
- Call Forwarding-Don't Answer
- Call Forwarding-Busy Line/Don't Answer
- Remote Access to Call Forwarding
- Customer Alerting Enablement
- TeleBranch®

The Company will discontinue these services at the end of the discounted period unless positive confirmation from the customer is obtained to continue the service at the guidebook rate.

**Q. Major Disaster Relief Plan**

To assist in cases of state and/or federally recognized disasters, the Company may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war.

The disaster aid offering(s) will be at the discretion of the Company.

The offering(s) will be limited in duration.

**Rules and Regulations Applying to All Customers' Contracts (cont'd)****R. Cost Assessment Charge (CAC)**

A Cost Assessment Charge is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below. The CAC is established to recover property taxes (from business customers) as well as the ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, Lifeline, or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

	<u>USOC</u>	<u>Monthly Rate</u>	
- Per residence network access line	C8RCC	\$0.18	(R)
- Per business network access line	C8RCD	\$8.16	
- Per residence DigiLine ISDN BRI	C8RCC	\$0.18	(R)
- Per business DigiLine ISDN BRI	C8RCD	\$8.16	
- Per Plexar/Centrex Station	C8RCD	\$8.16	
- Per SmartTrunk PRI	C8RCE	\$40.80	
- Per PBX Trunk, and Digital Loop Service	C8RCG	\$73.44	
- SuperTrunks	C8RCF	\$195.84	
- Transport services	-	7.00%	
- OPT-E-MAN® Service			
- Customized Switched Metro Ethernet (CSME) Service			

## **DISCOUNTS**

### **A. General**

1. The Company, upon proper official approval, will grant discounts from standard rates in connection with certain classes of service. This service may be classified as follows:

*Official Service*

*Discounted Service*

### **B. Official Service**

1. Official service is service furnished for the conduct of the Company's business, and is generally furnished through stations located in the Company's offices, or in residences of employees or agents whose duties require that they be readily accessible to call at any time.
2. A discount from standard rates may be allowed in connection with service furnished for the conduct of the Company's business.

### **C. Discounted Service**

A discount from standard rates may be allowed in connection with service furnished through residence service telephones at the residences of employees and retired employees receiving a service or disability pension.

**SHARED TENANT SERVICE****A. Descriptive Summary**

Shared Tenant Service (STS) is the provision of local exchange access service by the Company to an STS Customer for the purpose of the STS Customer reselling or sharing the service through a non-partitioned switch with the STS Subscribers.

**B. General Regulations**

1. This section specifies terms and conditions necessary for non-transient, non-mobile public shared use of local exchange service known as Shared Tenant Service. For the purpose of this guidebook, "shared" and "resold" local exchange service are synonymous.
2. STS service is provided to the STS Customer for the exclusive use of the STS Customer, its employees, and its STS Subscribers.
3. STS service shall always be classified as a business service for purposes of establishing a rate.
4. The term "Customer" as used herein, specifically denotes the Company's customer of record for the actual shared local exchange service. "Subscriber", as distinguished from Customer, refers to any qualifying person or entity sharing or eligible to share in the use of the local exchange service. There must be an overriding legal relationship between the STS Customer and the STS Subscriber, such as a landlord/tenant arrangement.
5. Customers must restrict the shared use of their local exchange service only to tenants within buildings and land which are subject to the same common ownership interest. Customers may designate management of their STS service to an authorized agent. In those cases the authorized agent may be the customer of record for the STS service.
6. STS is designed to consist of an arrangement of property within a single wire center being the subject of the same common ownership interest.
7. If the Customer intends to expand or reduce its serving area, the Customer must give the Company 30-day advance written notice of its intent and provide documentation delineating how the service will be modified.
8. The STS Customer may furnish its resold and shared services through one or more PBXs but is restricted to the authorized geographic limitations of the STS arrangement. If there is one or more than one PBX, the Company is required to provide only one point of termination. Except for the private use of the STS Customer, interconnection of multiple resold or shared PBXs within the local exchange area and LATA is prohibited. The physical location of the Customer Provided Equipment used in the provision of STS shall be wholly within the STS service area.

**SHARED TENANT SERVICE (cont'd)****B. General Regulations (cont'd)**

10. Service arrangements furnished to accredited public and private educational institutions which provide telecommunication services to students, faculty members, or employees who reside in dormitories or other residential quarters owned, leased, or under control of the educational institution are not considered to be Shared Tenant Service arrangements.
11. Also excepted from the STS requirements are arrangements involving government entities, or government controlled entities, and service provided to authorized users as defined in Part 2, Section 1.
12. Shared Tenant Service shall only be provided at rates equal to Business Flat Rate Trunks.

**C. Facilities**

STS is composed of the serving central office line equipment, all outside plant facilities needed to connect the Company's serving central office with the Customer's premises and the network interface. These facilities are Company provided and maintained and provide access to and from the telecommunications network for both long distance service and local calling.

1. Charges for Service Connections, moves, removals, and changes apply in addition to other applicable charges specified in this Guidebook.
2. Charges and rates for directory assistance calls, as provided by the Company, are those described in Part 11, Section 2.
3. Private Coin Service instruments shall access the local exchange telephone network through a separate access line provided directly by the Company. Private Coin Service may not be provided as a station behind a PBX.
4. STS service, unless otherwise specified in the guidebook, will conform to the parameters contained in the Bell System Technical Reference Publications or Bell Communication Research Technical Reference Publications, typically applicable to the type of STS facility ordered by the Customer and provided by the Company. The Company has no additional responsibility, beyond that specified in its guidebook, for its failure to meet those parameters.
5. The Company assumes no responsibility for compliance with applicable guidebook, and FCC rules and regulations governing the use of STS, including the use of the service by STS Subscribers, beyond the point of termination of the STS service.
6. The Company reserves the right to directly serve any Subscriber requesting Company service within the designated STS service area. The Company will provide subscriber service to the single point of entry designated by the STS provider. The STS provider must allow subscribers reasonable access to the cable and facilities on the non-network side of the demarcation point necessary to subscribe to services directly from the Company.
7. Additional demarcation points are available as specified in 'Network Interface/Demarcation Point' found in Part 8, Section 8.

**SHARED TENANT SERVICE (cont'd)****D. Responsibilities of the STS Customer**

In addition to the obligations set forth in 'Rules and Regulations Applying to All Customer's Contracts' in Part 2, Section 2, STS Customers shall have the following obligations:

1. Applications for service as well as requests for additions, changes, rearrangements, or discontinuances of service, will only be accepted from the Customer or a legally authorized and designated agent where that agency relationship has been confirmed in writing to the Company. Where duly authorized and confirmed in writing, such applications or requests for additions, changes, rearrangements, or discontinuance of service, include but are not restricted to regular extra listings or other special types of extra listings for Subscribers. The STS Customer will indemnify and hold the Company harmless for any damages, not the result of Company's negligence, to STS Subscribers resulting from the Company's compliance with the Customer's requests.
2. Whenever customer notification is required, the Company will be responsible to give notice only to the STS Customer or its authorized agent. The STS Customer will be responsible for notifying its Subscribers.
3. All charges associated with STS service will be billed to the Customer only. This includes any Maintenance of Service Charge where the service difficulty or trouble was reported by persons other than the Customer, including the STS Subscribers. The Company will make a reasonable effort to contact the Customer before dispatch to the Customer premises in connection with a trouble report.
4. The Customer will be solely responsible for intercept of calls for a reasonable period of time in the event a Subscriber relocates outside the STS arrangement or obtains other telephone service directly from the Company or others. (C)
5. The Customer is responsible for all charges billed, including long distance charges, associated with the STS service. In the event the Customer receives notice from the Company of pending service suspension, the Customer shall notify its Subscribers of the pending suspension prior to the suspension of the service.
6. The Company shall not provide for any allocation of any charges billed.
7. Toll message investigation requests for Company Long Distance Message Telephone Service will only be accepted from the STS Customer. Without charge, these investigations will be performed but limited to no more than two (2) for each 1,000 messages billed per billing period. For investigations of messages in excess of this limit, a charge based upon cost will apply.
8. The STS Customer must insure that all STS Subscribers are aware of any limitations associated with their ability to either access the Emergency Telephone Number "911" or to receive the service benefits which reasonably would be expected by such users.
9. In the event an STS Customer intends to discontinue the provision of STS service, the STS Customer must provide all STS Subscribers written notice of its intended discontinuance at least 30 days prior to the proposed discontinuance. They must also advise the STS Subscribers or non-STS user that direct service from the Company may not be immediately available.

**SHARED TENANT SERVICE (cont'd)****E. Rights of the Company**

In addition to the rights of the Company set forth in 'Rules and Regulations Applying to All Customer's Contracts' in Part 2, Section 2, the Company shall have the following rights:

1. Where a resold or sharing arrangement is suspected at a location that is not authorized to be STS, the Company shall have the right to terminate such service.
2. The Company retains all property rights in the telephone numbers used and the right to change the telephone numbers or serving office designation whenever it is reasonably necessary in the conduct of its business.
3. The Company will not accept listing and intercept requests from STS Subscribers subscribing to the STS Customer's service. These requests will only be accepted by the Company from the STS Customer. The Company may refuse to accept listings and intercept requests for STS Subscribers if the Subscribers are in default of payment of any charges due the Company. (C)
4. Listings will be billed at business rates and charges, even if the actual listing is residential in nature. The involvement or participation of residential tenants does not alter the business classification of the service.
5. The Company will not be responsible for service quality beyond the point of interconnection (network interface) of the STS service. The customer's level of service quality will conform to standards equivalent to those used in the industry to engineer a single-user PBX of similar size and circumstances as described in the Technical References referred to in paragraph C.4.
6. This agreement shall in no way reduce the rights or liabilities of the Company, nor impose additional responsibility or liability upon the Company with respect to suspension or discontinuance of service for reasons of, but not limited to, impairment of service, abandonment, abuse, or indebtedness.
7. The Company will distribute to the STS Customer local directories, where available and as are generally necessary for the efficient use of local exchange service, in the same manner as it would for any single user PBX. The Company, upon customer request for foreign or additional local directories, will provide such directories at the same rate charged to other customers.
8. The Company shall have the right to require a deposit in accordance with its guidebook.



**TDM TO IP TRANSITION**

## General TDM to IP Transition Provisions

As a result of evolving network technology, the Company is able to offer new, advanced services. At the same time, certain older services will no longer be available in some geographic areas, as those services are no longer technically or economically feasible. The table below identifies services that have been withdrawn, by wire center and exchange, along with additional information related to these service withdrawals.

<u>Product Name</u>	<u>Reference</u>
Flat Rate Trunk	Part 4, Section 2
Message Rate – Hotel Trunk	Part 4, Section 2
Residence Flat Rate Trunk	Part 4, Section 2
Hunting Line Services	Part 4, Section 2
Improved Data Transmission Service	Part 4, Section 2
Foreign Serving Office and Extension Service	Part 4, Section 3
Foreign Exchange Service	Part 4, Section 3
CompleteLink 2.0 (Trunk services)	Part 4, Section 5
Plexar-II Service (ISDN)	Part 5, Section 4
Plexar-Custom Service (ISDN)	Part 5, Section 4
DID/AIOD Service	Part 6, Section 1
AreaWide Networking	Part 6, Section 5
Digital Loop Local Exchange Access PBX Service	Part 6, Section 7
Hot Line Service	Part 7, Section 5
Exchange Interconnection Service	Part 7, Section 5
Busy-Out Arrangement	Part 8, Section 8
Hotel-Motel Toll Terminal Trunks	Part 8, Section 8
Special High Voltage Protection Service and Equipment	Part 8, Section 8
Payphone Exchange Access Service	Part 13, Section 1
Special Signaling Service – Series 100	Part 15, Section 2
Sub-Voice Grade Service – Series 200	Part 15, Section 2
Voice Grade Service – Series 300, 400 and 600	Part 15, Section 2
Signaling	Part 15, Section 2
Channel Conditioning Charges	Part 15, Section 2
Bridging, Distribution Amplifiers and Optional Features	Part 15, Section 2
Local Area Service Data	Part 15, Section 2
Served Direct Service	Part 15, Section 2
MegaLink Digital Service	Part 15, Section 3
MicroLink I – Public Switched Digital Service	Part 15, Section 3
DigiLine Service	Part 17, Section 1
Primary Rate ISDN: SmartTrunk	Part 17, Section 2

Effective DateWire Center

12/01/2020

KSCYKSOL

ExchangeKansas City Metro  
(Olathe Zone)Other Information

Distribution Areas 218102 and 218302