

**APPLICATION OF REGULATIONS**

**A. APPLICATION**

1. The provisions contained in Part 2 of this tariff apply to regulated Intrastate services and facilities furnished in Michigan by the Michigan Bell Telephone Company, hereinafter referred to as the Company.
2. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.
3. Interexchange services and facilities are provided by the Company only within the LATA and affiliated exchanges (i.e., intraLata) in which the customer is located.

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/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 1.

**GENERAL**

**A. UNDERTAKING OF THE COMPANY**

1. The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

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/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 1.

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Detroit, Michigan

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**GENERAL (cont'd)**

**B. Liability of The Company**

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, for defects in transmission, or failures or defects in facilities furnished by the Company, or for out-of-service conditions 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 appropriate charge to the customer for the period of service during which such mistake, omission, interruption, delay or error or defect in transmission, or failure or defect in facilities occurs.

**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

3rd Revised Sheet 4  
Cancels 2nd Revised Sheet 4

**GENERAL**

**B. LIABILITY OF THE COMPANY (cont'd)**

2. The services furnished by the Company, in addition to the limitation set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of mistakes, omissions, 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, (a) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (b) not prevented by Customer-provided equipment but which would have been prevented had Company- provided equipment been used.
3. The customer indemnifies and saves the Company harmless against claims for libel, slander or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.
4. When the lines of other telecommunication services providers are used in establishing connections to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies.
5. A local directory for each exchange is produced from time to time but as experience demonstrates errors and omissions will occur with more or less frequency. If such error or omissions do occur, the Company is not liable for errors in or omissions from such directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge. (C)
6. The Company is not liable for any unavoidable defacement of or damage to the premises of a customer (or authorized user) resulting from the attachment of the Company's instruments, apparatus and associated wiring on such premises or from the installation or removal thereof.

**GENERAL (cont'd)**

***B. LIABILITY OF THE COMPANY (cont'd)***

7. Whenever commercial power or its equivalent is required to operate services or facilities provided by the Company at the customer's premises, the customer shall:
  - (1) Furnish such power which shall be suitable for the purpose;
  - (2) Provide and maintain all necessary power wiring and power outlets in a suitable location and in a safe fashion; and
  - (3) Allow the Company access to the power supply, if necessary.

In the event of a power failure, no allowance is made for interruption of service, and the Company shall not be held liable for such an interruption of service. Nor shall the Company be liable for any property damage or personal injury, or any other alleged damage or injury, caused by any customer-provided power supply, wiring, or power outlet.

**PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES**

**A. PROVISION OF SERVICES BY COMPANY**

1. Where service is to be established at a location that would involve undue hazards to employees of the Company, the customer may be required to install and maintain facilities in a manner satisfactory to the Company, the remuneration, if any, to be based on the conditions involved.

**B. AVAILABILITY OF FACILITIES**

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 without unreasonable expense, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service. There is no obligation to furnish service where the Company is unable to make an economic assessment, due to its inability to secure the necessary information from the owner or developer of a property or other relevant party, to make that assessment.

In a location or area where there is no existing service or facilities present to meet the request for telecommunications service, the company may:

1. Require the payment of special construction charges according to the conditions set out in the AT&T Guidebook, Part 2 Section 5; or
2. Provide service using any technology, including unregulated technologies; or
3. Decline to provide service where it is uneconomical to deploy.

(C)

**C. PRIORITY OF SERVICE**

In case a shortage of facilities exists at any time either for temporary or protracted periods, the establishments of basic local exchange service and message toll service takes precedence in the furnishing of any other service or facility.

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**D. TELEPHONE NUMBERS**

1. The assignment of a number to a subscriber's telephone service is made at the discretion of the Company. The subscriber has no proprietary right in the number, and the Company may make such changes in telephone numbers, including the central office designation, as in its judgement the requirements of the service may demand.

/1/ Material now appears in the AT&T Guidebook Part 2 Section 2 on Sheet 4.

**PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES**

**F. OWNERSHIP OF COMPANY-PROVIDED LINES AND EQUIPMENT**

1. Facilities, such as equipment, instruments and lines furnished by the Company on the premises of a customer, authorized user, or agent of the Company are the property of the Company. These facilities are provided upon the condition that they must be installed, relocated (except as specified elsewhere) and maintained by the Company. The Company's agents and employees may enter the premises at any reasonable hour for the purpose of installing, inspecting, or repairing the facilities or for the purpose of making collections from coin boxes. They may also enter the premises upon termination or cancellation of the service for the purpose of removing the equipment, instruments and lines.
2. Except as otherwise provided in the following paragraph, equipment furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof excepted.
3. In case of damage, loss or destruction of any of the Company's equipment while in the possession of the customer or authorized user and not due either to ordinary wear and tear or to fire, storm or other like casualty, the customer shall be responsible for the value of the equipment lost or destroyed, or for the cost of restoring the equipment to its original condition.

**G. MAINTENANCE, REPAIRS, AND REMOVAL OF COMPANY-PROVIDED EQUIPMENT AND FACILITIES**

1. All expense of maintenance and repair, in connection with equipment, facilities and services furnished by the Company, unless otherwise specified herein or elsewhere in the Company's Tariffs and Guidebooks, is borne by the Company. (C)
2. A customer or authorized user may not, nor permit others to rearrange, disconnect, reconnect, remove or attempt to repair any apparatus or wiring furnished or owned by the Company, except as specified elsewhere in the Company's tariffs, guidebooks or upon the written consent of the Company. Where it is found that unauthorized work has been done by the customer, authorized user or his agents, charges will be made as if the work had been done by the Company. (C)

**PROVISION, OWNERSHIP AND MAINTENANCE OF FACILITIES**

**H. "Grandfathering" of Existing Service Offerings No Longer Offered For New Installations**

**1. General**

Certain service offerings that have been discontinued to new customers or at new locations, are continued in service for specific customers who were subscribing to them at the time of their discontinuance. These exceptions provisions are referred to as the "grandfathering" of the customers involved. The service offerings continued on this basis are covered individually in Part 20 of the Tariff and Guidebook and are subject to the conditions specified in paragraph 2. (C) following.

**2. Service Offerings and Rate Treatments**

Grandfathered service offerings are continued only for existing customers at existing locations. The rates for grandfathered services are subject to change in the same manner and to the same extent as regular service offerings. No new or additional "grandfathered" services will be furnished. New or additional services which are the same as, or comparable to, the grandfathered services are available at regular guidebook or contract rates. (C)

**NETWORK FACILITIES**

**A. GENERAL**

1. Network Interface - The point of interconnection between telephone company communications facilities and terminal equipment, protective apparatus or wiring at or near a subscriber's premises. The network interface or demarcation point shall be located on the subscriber's side of the telephone company's protector, as provided under the Company's reasonable and non discriminatory standard operating practice.
2. The Company is responsible for all facilities, such as protector and wiring, on the network side of the NI. The customer is responsible for interior wire and other equipment on the customer's side of the NI.
3. Intrabuilding Network Cable is the cable in a building that extends the outside plant distribution facilities from the building entrance to equipment rooms, cross connection points or other distribution points. This is frequently referred to as riser cable, and is reserved for use by the Company.
4. Network Terminating Wire (NTW) is wire installed for a specific customer and network service, and used to connect the Intrabuilding Network Cable to the Network Interface. NTW is also used to connect outside plant distribution facilities to the Network Interface where Intrabuilding Network Cable is not provided. (Network Terminating Wire is that portion of the network cable which is inside a building and is placed between the last termination of the Intrabuilding Network Cable or outside plant facilities and the Network Interface.). NTW is installed by the Company and remains the property of the Company.

**NETWORK FACILITIES (Cont'd)**

**A. GENERAL(Cont'd)**

5. Service Interface (SI) is that point of termination at which appropriate conformance testing and/or circuit alignment is performed. The Service Interface is located at the Network Interface or may be extended at the customer's request.
6. The customer shall own the wire beyond the Network Interface. For some services, Company provided equipment may be placed at an extended SI, causing the customer owned inside wire to be interpositioned. Service has only one Point of Termination (Service Interface) per customer premises. Any additional termination beyond such Point of Termination is the sole responsibility of the customer. (C)

**CONTRACTS FOR SERVICE OR FACILITIES**

**A. General**

1. Applications for service and facilities made orally, or in writing, become contracts upon the establishment of the service or facility.

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/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 7.

**CONTRACTS FOR SERVICE OR FACILITIES**

**GENERAL (Cont'd)**

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**B. INITIAL CONTRACT PERIODS AND MINIMUM CHARGES**

1. Unless otherwise specified in this Tariff, the minimum service period is one month from the date service is established and the minimum charge is the established rate for one month.
2. In lieu of contracts for the required initial service period, the Company may permit the payment of special installation charges or termination charges, in addition to the regular Establishment of Service Charges and installation charges.

/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 7.

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**CONTRACTS FOR SERVICE OR FACILITIES**

**C. APPLICATION OF MINIMUM AND TERMINATION CHARGES**

1. Where a contract for service with a one-month minimum service period is cancelled before establishment of service is completed, a charge equal to the costs incurred by the Company, not to exceed the minimum service charge specified, is applied if all or a portion of the facilities has been installed.
2. Where a contract for service with an initial service period of more than one month is cancelled:
  - a. After the installation of the required service and facilities is completed, but before service is established, the termination charge applicable is as specified for the type of service involved.
  - b. Before installation is completed, a charge consisting of the loss on service and facilities in the process of being built or installed, the installation labor, the labor cost of removal and other expenses, such charge not to exceed the termination charges applicable for the type of service involved is applicable.
3. With respect to the original contract, minimum and termination charges are waived where a new customer takes over the contract, for the unexpired period thereof, for the service and facilities to be furnished at the same location without lapse of service, and assumes all unpaid charges on the original contract. Minimum and termination charges involved in the original contract are also waived where a new customer takes over the service and facilities covered by the original contract under the conditions stated, except as to payment of unpaid charges, and executes a new contract for the full required minimum period. In either case, minimum and termination charges apply for any service or facilities furnished under the original contract which are not retained by the new customer.
4. When the use of the service or facilities is terminated because of the condemnation, destruction, or damage of property by fire or other cause beyond the control of the customer, which renders the premises unfit for occupancy, the customer is required to pay only the charges for the period during which service or facilities have been furnished, no minimum or termination charges being applied.

**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS**

**A. PAYMENT PROVISIONS**

1. The customer shall pay for services and facilities monthly in advance, except as otherwise provided in this Tariff or as required by lawful regulation or practical limitations, and shall pay all other charges when billed by the Telephone Company.
2. The customer assumes responsibility for all charges on messages originating on service contracted for by him and for messages received on which the charges have been reversed with the consent of the person answering the telephone, unless another party assumes responsibility for payment of a call under an arrangement mutually agreeable to the Telephone Company and the other party.

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**B. ADVANCE PAYMENTS**

Applicants for service and facilities, other than Federal, State or municipal governmental agencies, may be required to pay at the time the application is made all service connection charges and installation charges that may be applicable, as well as such special construction and installation charges as are to be borne by the applicant.

/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 7.2.

**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

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**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (cont'd)**

**D. Adjustment of Charges**

(C)

Adjustment of charges will be made when billing errors are brought to the attention of the Company as set forth in this section. Except as otherwise provided in a written contract between a customer and the Company, all requests for adjustments must be made in writing to the Company within two (2) years after the date when the bill that the customer seeks to adjust was rendered. No refunds will be made for billing errors that occurred more than two (2) years before the date a customer makes a written request to the Company for adjustment. Assuming that a written request for adjustment is made within this two (2) year period, refunds due the customer will be paid with interest on any amounts erroneously billed more than one (1) year before the date of the adjustment, with simple interest paid at the rate paid on United States savings bonds, series EE. Except as otherwise provided in a written contract between a customer and the Company, a customer will be liable for net underbilled service for one year from the date that the service was provided or a bill for that service was rendered, whichever is later. This limitation does not apply when the service was obtained by the customer by fraud or deception.

**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

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**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS**

**G. ADJUSTMENTS FOR LOCAL TAXES, FEES, ETC.**

1. The rate schedules set forth in the various tariffs of the Company do not include any amounts resulting from any taxes, fees, or exactions imposed by or for any municipal corporations or other political subdivision or local agency of government against the Company, its property or its operations. (C)
2. Various telecommunications services as defined in the Michigan Telecommunications Act, and other services and products provided by the Company, are subject to certain federal, state and local taxes. The Company is required to bill these taxes to the customer and remit payments on behalf of the taxing entity. These taxes include a 3% federal excise tax, a 6% State of Michigan Use Tax, and 5% City of Detroit Utility User Tax which are billed on a monthly basis. Applicability of the different taxes is governed by federal, state and local statutes, rules, regulations and ordinances. The majority of telecommunications services provided by the Company are subject to both federal excise and State of Michigan use taxes. Individual telecommunications and other services and products are subject to the different taxes depending on the nature of the service, the points of origination or termination of the service, and the municipality in which the customer is located. /1/

/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 7.3.

## **PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS**

### **G. Late Payment Charge - Business**

For Business customers, a late payment charge of 2.5% of the unpaid balance or \$15.00, whichever is greater, shall apply to amounts for basic local exchange services, toll, end user access charges, unregulated services such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on a monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- accounts of the federal, state, county or local government

Credit, deposit and collection procedures outlined elsewhere in this tariff or guidebook are not waived or foreclosed by the application of a late payment charge. (C)

### **H. Late Payment Charge - Residence**

For Residence customers, a late payment charge of 1.0% per month shall apply to amounts for toll, end user access charges, basic local exchange service, unregulated services such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on the monthly bill which remain unpaid after the due date.

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- accounts of the federal, state, county or local government

**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

6th Revised Sheet 17.2  
Cancels 5th Revised Sheet 17.2

**PAYMENTS, DEPOSITS, ADJUSTMENTS AND CREDITS (cont'd)**

**H. Late Payment Charge - Residence (cont'd)**

Credit, deposit and collection procedures outlined elsewhere in the tariff and guidebook are not waived or foreclosed by the application of a late payment charge.

**I. Flat Amount Late Payment Charge - Residence**

A flat rate late payment charge of \$7.00 shall also apply to Residence customer accounts for past due amounts for toll, end user access charges, basic local exchange, unregulated service such as custom calling and voice mail, and various surcharges for services such as 911 and local number portability, shown on the monthly bill which remain unpaid after the due date.

(C)

This charge does not apply to:

- amounts which are in dispute at the time the late payment charge would otherwise be applied
- federal excise tax or any other taxes levied by law directly on the customer
- account of the federal, state, county or local government

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**CANCELLATION FOR CAUSE**

**A. GENERAL**

1. For cause as provided herein and without incurring any liability, the Telephone Company may either temporarily discontinue the furnishing of a service or facility to a customer or terminate the contract.
2. Where service is so terminated on the initiative of the Telephone Company, the regulations covering termination charges apply as in the case of termination of service at the customer's request.
3. In the event of discontinuation or termination of business service at a separate location the Company may transfer any unpaid balance to any other business service account of the customer.

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/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 13.

**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

2nd Revised Sheet 18.1  
Cancels 1st Revised Sheet 18.1

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/1/ Material now appears in the Michigan Guidebook Part 2 Section 2 on Sheet 13.

**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

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**CANCELLATION FOR CAUSE**

**C. CANCELLATION AFTER WRITTEN NOTICE: BUSINESS SERVICE**

1. Under any of the conditions in (a) through (d) following, shut off or termination by the Telephone Company may be made five days after furnishing written notice to the customer by first class mail or personally served:
  - a. In the event of nonpayment of any sum due the Telephone Company for a business class of service.
  - b. Upon failure to make suitable deposit as required by this Tariff.
  - c. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement.
  - d. Upon a violation not otherwise provided for in any of the regulations governing the furnishing of a service or facility.

**D. CANCELLATION UPON WRITTEN REQUEST BY PUBLIC OFFICIALS**

1. Under either of the conditions in a. and b. following, written notice of intention to discontinue or terminate service, to which shall be attached a copy of the written representation referred to below, shall be given by posting a registered letter in the United States mails, addressed to the customer or his agent at the location to which bills for the service are sent, at least seventy-two hours prior to such discontinuance or termination:
  - a. Whenever the judge of any court of record in Michigan, having jurisdiction over criminal offenses, including any such judge acting under Act 196 of the Public Acts of 1917, as amended, the Attorney General of Michigan, the United States Attorney in and for any Federal judicial district in Michigan, or the Prosecuting Attorney of any county, shall represent in writing to the Company that he has probable cause to believe that the service furnished at a designated location is being used in furtherance of the commission of a specified criminal offense and in such writing shall request that such service be discontinued or terminated, the Company, if not restrained by order of a court of competent jurisdiction, will so discontinue or terminate such service, with like effect as to both the Company and the customer as though the latter had of his own volition directed that the same be done.
  - b. Upon notice in writing by a federal, state or local law enforcement agency, acting under the provisions of Public Law 87-216, that service is being or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of federal, state or local law.

**CANCELLATION FOR CAUSE**

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**E. IMMEDIATE CANCELLATION WITH VERBAL NOTICE: BUSINESS SERVICE**

1. Under any of the conditions in a. to h. following, said discontinuance or termination by the Telephone Company will be made immediately, verbal notice being given the customer or his agent in person or by telephone if he can be reached; a confirming written notice will be mailed to the customer or his agent at the address to which bills are sent:
  - a. In the event of the use of profane or indecent language over the facilities;
  - b. In the event of abandonment of the station or facilities;
  - c. If the use of the service or facilities by the customer, or the manner of such use, or his failure to contract for adequate facilities (though these require he defray an unusual expense), tends to affect injuriously the efficiency of the Company's general plant or services;
  - d. If a service or facility is used in a manner which substantially impairs the service of a particular customer;
  - e. In the event that a customer transmits a previously recorded message over the exchange or toll facilities of the Company without properly identifying himself or the sponsor.
  - f. Misrepresentation of the customer's identity for the purpose of obtaining any regulated service.

/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 15.

**E. IMMEDIATE CANCELLATION WITH VERBAL NOTICE: BUSINESS (cont'd)**

(C)

- g. In the event of abuse or fraudulent use of service. Abuse or fraudulent use of service includes but is not limited to:
  - (1) The use of service or facilities of the Telephone Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for service;
  - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, local telephone exchange service or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the Telephone Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
  - (3) The use of service or facilities of the Telephone Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.
- h. Existence of a condition which is dangerous or hazardous to life, physical safety or property.

**F. CANCELLATION OF SERVICE PROVIDED BY ANOTHER COMPANY**

(C)

The Company is permitted to discontinue or terminate basic local exchange service of a customer for nonpayment of undisputed charges of another provider, subject to provisions specified elsewhere in this tariff, if that provider's charges are billed by the Company and the charges are either regulated by this Commission or the Federal Communications Commission.

**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

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**PART 2 - General Terms and Conditions**  
**SECTION 2 - Regulations**

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**LOCATION AND USE OF TELEPHONE SERVICES**

**2. Conferencing, Bridging and Patching of Central Office Lines**

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- a. Company facilities provided for telecommunications network service may be interconnected by the customer at his premises by means of switching equipment provided by the customer subject to the provisions in b. through d. following.
- b. The company makes no representation that suitable transmission, operation or supervision will be obtained when such facilities are interconnected and the responsibilities of the Company shall be limited to the furnishing of facilities suitable for regular telecommunications network service and to the maintenance and operation of such facilities in a manner proper for such services.
- c. Any facilities furnished or services performed by the company to facilitate the interconnection of such services will be provided at charges based on cost.
- d. The interconnection of such services shall not be used in a manner so as to avoid the payment of proper telecommunications network service charges.

/1/ Material appears in the AT&T Michigan Guidebook Part 2 Section 2 on Sheet 12.

Tariff

PART 2 - General Terms And Conditions  
SECTION 2 - Regulations

Original Sheet No. 24

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DUAL PARTY RELAY SERVICE

A. DESCRIPTION

1. Dual Party Relay Service (DPRS) is a statewide telecommunications relay system that enables deaf, hard-of-hearing or speech-impaired persons using Telecommunication Devices for the Deaf (TDDs) or similar devices to communicate freely with the hearing population not using TDDs and vice versa.
2. Using a TDD, a deaf, hard-of-hearing or speech-impaired person can complete a call to a hearing person by dialing an 800 telephone number to access the relay center. A relay center attendant receives the TDD call and then places a voice call to the hearing party. The attendant relays the typed TDD message by voice to the hearing party and then relays the hearing party's voice message into a typed format back to the deaf, hard-of-hearing or speech-impaired person's TDD. Or in the reverse, a hearing person could call the relay center to have their voice message relayed to a deaf, hard-of-hearing or speech-impaired person via the relay center attendant.
3. DPRS provides service on a 24 hour per day seven days per week basis.

B. REGULATIONS

1. Regulations specified in Part 2 apply to DPRS.
2. The Company is not liable for damages caused by the relay system or for errors in messages except in cases where specific call charges apply. In no event shall the Company be liable for any such error beyond the amount of such charge.
3. All calls handled by the relay center must be originated in Michigan. "900" and "976" or other recorded message calls will not be permitted through the relay center.
4. Either the calling or called party must be placing a call from or to a TDD or similar device.

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By Gail F. Torreano, Vice President - State and Federal Government  
Detroit, Michigan

**DUAL PARTY RELAY SERVICE (Cont'd)**

**C. CHARGES**

1. Calls through DPRS are rated and billed as if made directly from the originating number to the terminating number (as if they had not been placed through the center).
2. Charges for local and interzone calls, placed from a pay phone, do not apply unless billed to a third number, a credit card or collect.

Charges for toll calls, placed from a pay phone, billed to a calling card, will be charged at coin sent paid rates. Pay phone calls billed to a third number, a credit card or collect will be charged at appropriate assisted call rates.

3. Special discounts as specified in the AT&T Michigan Guidebook Part 9, Section 1, apply for toll calls (C) placed through DPRS.

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## **CARRIER CREDIT AND COLLECTION**

### **A. APPLICATION**

These Carrier Credit and Collection regulations apply to interconnection of a Carrier's network to the Company's network for use in its provision of local exchange service to its end users as defined in the AT&T Michigan Guidebook, Part 5, Section 2 (resale not under Section 251 of the Federal Act, including Telemanagement); and Part 23 (Interconnection). (C)

The term "service" or "Carrier Class of Service" as used in these regulations shall mean "the Company's provision of network interconnection, resold service, as defined in the tariff provisions designated above or provided pursuant to a negotiated interconnection agreement approved by, or arbitrated before, the Commission. In addition, the term "Carrier" as used in these regulations shall mean "telecommunications carrier" as defined by the Telecommunications Act of 1996, Publ. L. No. 104-104, 110 Stat. 56 (1996) ("the Act") and the rules and regulations of the Federal Communications Commission and the Michigan Public Service Commission.

### **B. PAYMENT FOR SERVICE**

Bills for services furnished to Carrier shall be issued monthly. Carrier shall pay Ameritech all undisputed amounts on or before the payment date (the "Due Date").

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**CARRIER CREDIT AND COLLECTION (cont'd)**

**C. FAILURE TO MAKE PAYMENT FOR SERVICE**

The failure of Carrier to make payment for service of undisputed amounts by the Due Date will entitle the Company to exercise any, or all, of the following options:

- assess a late payment charge as specified for business service in Part 2, Section 2 of this tariff;
- require provision of a deposit or increase an existing deposit pursuant to a revised deposit request (a revised deposit request may also be issued as described in D.2. following);
- discontinue service.

The Company's exercise of any of these options shall not delay or eliminate Carrier's obligation to pay the charges set forth on each and every bill on, or before, the applicable Due Date.

**D. CARRIER APPLICANTS FOR SERVICE - DEPOSIT/ADVANCE PAYMENT**

1. A Carrier which applies to the Company for the establishment of an account for any Carrier Class of Service, as defined in A. preceding, is a "Carrier Applicant". A Carrier whose service has been discontinued pursuant to notice has the status of a Carrier Applicant.
2. If Carrier Applicant is unable to provide satisfactory credit information, the Company may require
  - an advance payment in the amount of the charges associated with establishing Carrier's service and estimated charges for first thirty (30) days of service; and
  - a deposit.

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**CARRIER CREDIT AND COLLECTION (cont'd)**

2. (cont'd)

The Company will not establish service for Carrier Applicant until the advance payment and/or deposit have been received by the Company. Once service has been established, the deposit amount required of Carrier may be revised to reflect the quantity of service actually being billed to Carrier by Company.

3. The fact that a deposit, or revised deposit, request has been made under this paragraph D. or paragraph E. following in no way relieves Carrier from complying with the Company's regulations as to the prompt payment of bills.

**E. PRESENT CARRIER ACCOUNT - DEPOSIT**

A deposit can be required on an existing Carrier account, when Carrier fails to make payment for service as defined in B. preceding by the Due Date or has received a notice of disconnection from the Company.

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**CARRIER CREDIT AND COLLECTION (cont'd)**

**F. DISCONTINUANCE OF SERVICE**

1. The Company can discontinue or deny service for any of the following reasons:
  - failure to satisfy a deposit, or revised deposit, request by the Due Date;
  - failure to pay the undisputed portion of a past due bill to the Company and/or disputed portion of past due bill to escrow account satisfactory to Company;
  - Company has reason to believe that Carrier has used a device or scheme to obtain service without payment.
  - Unauthorized tampering or interference with facilities and equipment owned by the Telephone Company that are situated on or about the Carrier's or Carrier's customer's premises.
  - Refusal to grant access at reasonable times to equipment installed upon the premises of the Carrier or Carrier's customer for the purpose of inspection, maintenance, or replacement.
  - Misrepresentation of the Carrier's customer's identity for the purpose of obtaining service.
  - Any other unauthorized use or interference with service.
2. If Carrier fails to pay amounts billed including late payment charges and any outstanding advance payment, deposit, or revised deposit request ("Unpaid Charges") within fifteen (15) days after the Due Date, Company may notify Carrier that its service will be disconnected ("Notice of Disconnection") unless all Unpaid Charges are paid in full as described in 3. following within ten (10) business days of date notice is sent ("Disconnection Notice Period"). Disconnection can occur upon the conclusion of the Disconnection Notice Period.

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**CARRIER CREDIT AND COLLECTION (cont'd)**

**F. DISCONTINUANCE OF SERVICE (cont'd)**

3. If Carrier has a bona fide dispute regarding any portion of the Unpaid Charges, it shall initiate the following Dispute Procedure prior to the expiration of the Disconnection Notice Period:
  - immediately pay the undisputed portion of the Unpaid Charges to Company;
  - give written notice of the amounts which it disputes and include in such written notice the specific details and reasons for disputing each item; and
  - where a dispute has been asserted, immediately pay all disputed amounts into an interest-bearing escrow account with a third party escrow agent satisfactory to Company.
4. Escrow funds shall be disbursed as mutually agreed to by Carrier and Company. If, however, the Carrier and Company are unable to resolve the dispute, then within thirty (30) days, either party may file a complaint with the Commission to resolve the dispute. A claim of Disputed Charges shall in no way limit the Company's right to disconnect Carrier's service for the failure to pay the undisputed portion of Unpaid Charges as required in 3. preceding together with payment of all current charges to the Company by the Due Date.

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**CARRIER CREDIT AND COLLECTION (cont'd)**

**F. DISCONTINUANCE OF SERVICE (cont'd)**

5. Under no circumstances shall Company be responsible for notifying Carrier's end users that Carrier's service may be disconnected for Carrier's failure to pay Unpaid Charges and that in the event of such disconnection Carrier's end users should have selected a new Carrier to provide local exchange service. Furthermore, the failure of Carrier's customers to either:
  - receive any such notice or;
  - to select and obtain local exchange service from another carrier,shall not operate to delay or forestall the disconnection of service or nonpayment of the Carrier's Unpaid Charges, as set forth in the Notice of Disconnection or to require Company to continue to provide local exchange service to the Carrier's customers after Carrier's disconnection.
6. Any of Carrier's end users who apply for local exchange service directly from the Company are subject to its eligibility rules for new applicants.
7. The Company can discontinue service to Carrier for failure to pay Unpaid Charges and will have no liability to Carrier or its end users in the event of such disconnection.

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**SECTION 2 - Regulations**

2nd Revised Sheet 32  
Cancels 1st Revised Sheet 32

(D) /1/

/1/ Material now appears in the Michigan Guidebook in Part 2 Section 2 on Sheet 11.

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