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## **1. ESTABLISHING AND FURNISHING SERVICE**

The following general regulations are applicable in addition to regulations, rates and charges specified in other sections of this tariff. Where reference is made in this tariff to regulations, rates and charges specified in other tariffs of the Company or in the AT&T Ohio Guidebook, such tariffs or Guidebook as they now exist, or as they may be revised, added to or supplemented, are hereby adopted and made a part of this tariff.

Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for service to that extent, without further notice.

Establishment of local and message toll telephone service shall take precedence over all other services, except as the public interest shall otherwise require.

### **1.1 Applications For Service**

The Company will generally accept applications for service verbally during usual working hours on normal working days, however the Company reserves the right to require applications for service in writing on forms supplied by the Company.

The Company will accept orders from a customer's duly authorized agent upon demonstration of such agent's authority in a form satisfactory to the Company.

#### **A. Refusal to Provide Local Service**

Local Service may be refused under the following conditions:

1. Where an applicant owes an unpaid bill for previous service with the Company, the Company may reject application for local service until the amount due shall have been paid in full. (C)
2. In the event an applicant refuses to pay an advance payment or deposit for local service requested by the Company.
3. Upon objection to the furnishing of service made by or on behalf of any governmental authority.

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Issued: July 30, 2009

Effective: July 31, 2009

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated July 11, 2007, Case No. 05-1102-TP-ORD.

By Thomas C. Pelto, President, Cleveland, Ohio

ATT TN OT-09-0024

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**1. ESTABLISHING AND FURNISHING SERVICE (cont'd)**

**1.1 Applications For Service (cont'd)**

**B. Cancellation of Applications for Service (T)**

When an application for new service or a request for additions, rearrangements, relocations, or modifications of service is cancelled before service is established or before the work involved has been completed, the applicant or customer may be required to reimburse the Company for all expense incurred in connection with the handling of the application or request before notice of cancellation is received. However, such charge shall not exceed all charges which would apply if the work involved in complying with the application or the request had been completed, i.e., all applicable nonrecurring and termination charges.

**C. Use of Service (T)**

**1. Ownership and Use of Facilities**

Facilities furnished by the Company on the premises of a customer are the property of the Company, whose agents and employees shall have the right to lawfully enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the facilities, for the purpose of making collections from coin boxes, or upon termination of the service, for the purpose of removing such facilities or equipment.

**1. ESTABLISHING AND FURNISHING SERVICE (Cont'd)**

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd)

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2. Use of Customer Service

- a. Customer service is furnished for use by the customer, the customer's family, employees or representatives, persons residing in the customer's household, or guests of the customer. Subject to the provisions of C-3 following, use of the customer's service may also be extended to the following:
  - (1) Joint users
  - (2) Guests and tenants of hotels, motels, hospitals, apartment houses and apartment hotels
  - (3) Members of club
  - (4) Persons temporarily subleasing a customer's residential premises
  - (5) Patrons of the customer and the public in connection with exchange access lines terminating in customer-provided equipment which restricts calls to telephone numbers preset by the customer
  - (6) The public in connection with municipal emergency fire and police reporting station lines
  - (7) Patrons of non-residence customers who resell or share their service or equipment

**1. ESTABLISHING AND FURNISHING SERVICE (cont'd)**

1.1 Applications For Service (cont'd)

C. Use of Service (cont'd)

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2. Use of Customer Service (cont'd)

- b. Subject to the provisions of C-3 following, non-residence service of a customer may also be furnished for use in connection with composite data service and overseas telecommunications services (other than voice).

**1. ESTABLISHING AND FURNISHING SERVICE (cont'd)**

**1.1 Applications For Service (cont'd)**

C. Use of Service (cont'd)

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3. Resale and Sharing

a. General Regulations

The Company will permit the resale or sharing of all services (excluding residence services resold as non-residence services) by a customer of record to or with end user clients subject to the terms and regulations contained in this paragraph 3 and the restrictions specified elsewhere in this tariff.

- (1) "Resale" occurs when the customer of record subscribes to a telecommunications service at one price for the purpose of selling such service to end user clients at a different price.
- (2) "Sharing" occurs when the customer of record subscribes to a telecommunications service for the purpose of sharing such service with or among end user clients on a cost-sharing (non-profit) basis. A cost-sharing arrangement could include a fee assessed by the customer of record for functions it performs, including management of the sharing arrangement.
- (3) "Customer of record" as used within this section shall mean the party of a resale or sharing arrangement which contracts directly with the Company for the telecommunications services to be resold to or shared among end user clients.
- (4) "End user clients" as used within this section shall mean the party of a resale or sharing arrangement which contracts with a customer of record for the telecommunications services resold or shared pursuant to the provisions of this section.



**1. ESTABLISHING AND FURNISHING SERVICE (cont'd)**

**1.1 Applications For Service (cont'd)**

C. Use of Service (cont'd)

3. Resale and Sharing (cont'd)

a. General Regulations (cont'd)

- (5) Resale or sharing will be permitted on all basic exchange services provided for in this tariff, except residence services resold for use as non-residence services.
- (6) Listings for the end user clients of customers of record who resell or share service will be provided at the rates for non-residence additional listings as set forth in Part 12, Section 1 of the AT&T Ohio Guidebook. When notified by the customer of record, the Company will place listings of residential end user clients of customers of record in the residential section of its alphabetical directory, where available, otherwise its Listing Information System. (T) (N)
- (7) Direct interconnection of resale or sharing systems or a combination of Shared Tenant Service and Centrex systems serving different resale/sharing systems is prohibited, except as otherwise specified in this tariff or the AT&T Ohio Guidebook.
- (8) The end user clients of customers of record who resell or share service may obtain local exchange service directly from the Company.

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## 1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

### 1.1 Applications For Service (cont'd)

#### D. Assignment or Transfer of Service

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Except as otherwise specifically provided in this tariff, the service of a customer may, upon the consent of the customer and provided there is no interruption or relocation of the service, be assigned or transferred as follows:

##### 1. Non-Residence Service

- a. To another individual, partnership, association or corporation, provided 1) there is no outstanding indebtedness related to contracted-for services, including advertising in classified directories, or 2) if any such outstanding indebtedness exists the individual, partnership, association or corporation assumes all such outstanding indebtedness and the unexpired portion of the contract.
- b. To a receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided 1) there is no outstanding indebtedness related to contracted-for services, including advertising in classified directories or 2) if any such outstanding indebtedness exists the receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings assumes all such outstanding indebtedness and the unexpired portion of the contract.

## **1. ESTABLISHING AND FURNISHING SERVICE (cont'd)**

### **1.1 Applications For Service (cont'd)**

#### **D. Assignment or Transfer of Service (cont'd)**

##### **2. Residence Service**

- a. If the customer no longer resides at the premises to be served, to another individual.
  - b. If the customer continues to reside at the premises to be served, to another individual provided the transferee assumes all outstanding indebtedness for such service and the unexpired portion of the initial contract period applicable to such service, if any.
3. The regulations and conditions contained in this tariff concerning the establishment of service for and the furnishing of service to applicants and customers shall apply to such assignee or transferee.

### **1.2 Obligation to Furnish Service**

The Company's obligation to furnish service is dependent upon its ability to secure and retain without unreasonable expense suitable facilities and rights for the construction, installation, testing and maintenance of the necessary pole lines, circuits and equipment.

### **1.3 Identity of Customers**

Use of Company facilities for public announcements is subject to the following conditions:

- A. For purposes of identification, customers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided. Such address may be omitted from the recorded message provided that it is included in a published listing in the name of the organization or individual, responsible for the service, as such name is included in the message. (T)
- B. Customers transmitting factual public announcements, such as time, time-temperature, weather, stock market quotations, airline schedules, and similar information, are excluded from the preceding condition.
- C. Failure to comply with the provisions of this paragraph shall be cause for termination of the service.
- D. The Company will reveal, to the extent the information is available from its records, on request, the name of the customer responsible for the service with which the recorded public announcements are associated, and the address at which the service is provided.

## 1. ESTABLISHING AND FURNISHING SERVICE (cont'd)

### 1.4 Telephone Numbers

The customer has no property right in the telephone number which is assigned by the Company nor any right to continuance of service through any particular central office, and the Company reserves the right to change the telephone number or the central office designation, or both, of a customer whenever it deems it necessary to do so in the conduct of its business.

### 1.5 Denial or Termination of Service

- A. The Company may deny or terminate any or all local service at one or more or all of the same customer's premises for the following reasons:

1. Abandonment of the service;
2. Nonpayment of any past due charges in accordance with OAC 4901:1-6-12. (C)

(a) Temporary Access To 9-1-1 Service

The Company will continue to follow its existing procedures for disconnection of local exchange service. However, for a period of 14 days following any disconnection for non-payment of a customer's telephone exchange service, a residential customer will have outgoing access to 9-1-1 service provided on the disconnected access line. If, however, the customer has another active local exchange service line at the same service address, the 14 day outgoing access to 9-1-1 service will not be placed on the disconnected line. Where 14-day outgoing access to 9-1-1 service is provided on a disconnected line, all other incoming and outgoing calls on the disconnected line will be blocked. Once the 14-day period ends, complete disconnection will occur, and access to 9-1-1 service will no longer be available from the disconnected line. (C)

3. Nonpayment of any sum on any final account. (C)
4. Abuse or fraudulent use of service as set forth in C. following; (C)
5. Any other violation of the regulations of the Company; or
6. Upon objection to the continuance of service made by or on behalf of any governmental authority.

Subsequent to the completion of an order to discontinue local service, it will be re-established only upon the basis of a new service application.

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Issued: May 19, 2011

Effective: May 19, 2011

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated October 27, 2010,  
Case No. 10-1010-TP-ORD.

By Thomas C. Pelto, President, Cleveland, Ohio

ATT TN OT-11-0015

**1. ESTABLISHING AND FURNISHING SERVICE (cont'd)**

**1.5 Denial or Termination of Service (cont'd)**

- B. When service is restored after temporary denial, the Company will make a pro rata allowance at the schedule rate for the service denied, beginning with the day following the denial. However, when the service is restored on the same day as the denial, no credit will be given.
- C. Abuse or fraudulent use includes, but is not limited to:
1. The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
  2. The use of profane or obscene language;
  3. The impersonation of another with fraudulent intent;
  4. The use of the service in such a manner as to interfere with the service of others or to prevent others from making or receiving calls over their telephone service;
  5. The use of the service for any purpose other than as a means of communication;
  6. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without the payment of the applicable local message charge or message toll charge; and
  7. The obtaining, or attempting to obtain, or assisting another to obtain or attempt to obtain, local or message toll telephone service, by rearranging, tampering with, or making connection with any facilities of the 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 part, of the regular charge for such service.

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## **1. ESTABLISHING AND FURNISHING SERVICE (cont'd)**

### **1.6 Overtime**

The service connection, move, change, installation and nonrecurring charges specified in this tariff contemplate work being performed by the Company during the usual working hours on normal working days. When, at the specific request of a customer or applicant for service, work is performed at other times, either for the convenience of the customer or applicant for service or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such work, when performed during usual working hours on normal working days, may be billed to the customer or applicant for service, in addition to the charges otherwise applicable.

## **2. PAYMENT FOR SERVICE**

### **2.1 Customer Responsibility**

The customer is required to pay all charges for service and facilities in accordance with the Company's billing and collection practices. The customer will be held responsible for all charges for telephone service rendered in connection with local or toll messages placed from his station and in connection with toll messages received at his station on which the charges have been reversed with the consent of the person called.<sup>/1/</sup>

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### **2.2 Thirty Day Month**

For the purpose of computing charges for facilities and service, and allowances for interruptions in service, every month shall be considered to have thirty days.

### **2.3 Advance Payments and Deposits**

#### **A. Advance Payments**

The Company reserves the right to require applicants to make such advance payments as may be necessary for the protection of the Company's exchange and toll service revenues, as well as toll service revenues of an IXC for whom the Company is an authorized agent. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

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<sup>/1/</sup> Effective March 19, 2016, Collect, Person to Person and Bill to Third Number call types are discontinued.

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## 2. PAYMENT FOR SERVICE (cont'd)

### 2.3 Advance Payments and Deposits (cont'd)

#### B. Deposits

The Company may, in order to safeguard its interests or those of an IXC for whom the Company is an authorized agent, require an applicant or a customer to make suitable deposit to be held by the Company or IXC. In addition, the Company may require customers who file for bankruptcy to furnish adequate assurance of payment in the form of a deposit or other security in accordance with the U.S. Bankruptcy Code, Section 366. Deposits for residential BLES service shall be in accordance with O.A.C 4901:1-6-12(C)(10). Further, the Company may require toll caps in lieu of, or in combination with, a deposit or advance payment to establish creditworthiness. (C)  
(C)

The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills. At such time as the contract is terminated, such amount of the deposit as is necessary will be applied to any indebtedness to the Company for telephone service charges. A deposit may be refunded or credited to the customer's account at any time prior to the termination of the contract in accordance with the Company's policies.

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## 2. PAYMENT FOR SERVICE (cont'd)

### 2.4 Customer Billing Adjustments

The Company will issue applicable billing credits for Basic Local Exchange Service (BLES) outages as prescribed by O.A.C. 4901:1-6-12(C).

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PART 2 - General Terms and Conditions  
SECTION 2 - Regulations

6th Revised Sheet 14  
Cancels 5th Revised Sheet 14  
and 1st Revised Sheet 14.1 (N)

**2. PAYMENT FOR SERVICE (cont'd)**

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**2.5 Effect of Charge Increases on Pending Orders**

A customer who orders service or equipment installations, moves or changes prior to the effective date of any increase in the one time charge applicable to such work will be subject to the one time charge in effect at the time such customer's order was received by the Company provided such work is completed within the Company's normal installation interval in effect at the time such order was placed. The Company's normal installation interval is the interval between the date an order is taken and the earliest date the order can be completed in accordance with the standard work schedules on the date the order is taken. However, if subsequent to the effective date of the increase in the one time charge, the completion of such work is delayed beyond the Company's normal installation interval and the delay is not caused by the Company, such customer will then be subject to the one time charge in effect at the time the work is completed by the Company. A part of an order which is completed prior to the effective date of any increase in the one time charge and which is subject to billing prior to the completion of the entire order in accordance with the Company's billing practices shall be subject to the one time charge in effect on the date said part is completed although the total work is not completed, due to customer-caused delay, by the effective date of the increase. One time charges as used in this paragraph include Service and Equipment charges, move and change charges, installation charges, nonrecurring charges and nonrecurring charge options.

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/1/ Material now appears on 3rd Revised Sheet 13 in this Section.

/2/ Material formerly appeared on 1st Revised Sheet 14.1 in this Section.

Issued: April 1, 2008

Effective: April 1, 2008

In accordance with an Order issued by the Public Utilities Commission of Ohio, dated June 6, 2007,  
Case No. 06-1345-TP-ORD.

By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18005

**2. PAYMENT FOR SERVICE (cont'd)**

**2.6 Minimum and Maximum Level Pricing**

Basic Local Exchange Service (BLES) is subject to the maximum rates and charges specified in this tariff. (N)  
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## 2. PAYMENT FOR SERVICE (cont'd)

### 2.7 Returned Check Charge

(C)

When a customer's check is not honored by their bank and the check is returned to the Company due to "insufficient funds" in the customer's account or similar reasons, a "Return Check Charge" will apply at the rates set forth in the AT&T Ohio Guidebook, unless the customer can establish that the charge should not be assessed.

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### 2.8 Individual Customer Contracts

The Company may offer services to individual customers for terms and for rates and charges that differ from those stated in this tariff. Individual contracts will specify these terms, length of service, conditions and rate levels applicable to those specific customers.

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### 2.9 Late Payment Charges for Non-Residence BLES Service

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A late payment charge will be applied to non-residential customer bills which remain unpaid after the due date. This charge will be the greater of either \$11.00, or an amount that equals 1.5% of all unpaid charges which are past due; except that the charge is not applicable as specified below. This late payment charge will not be placed on the customer's account until the past due, unpaid balance on that customer's account exceeds \$10.00.

A. The late payment 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.
- Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.

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

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## 2. PAYMENT FOR SERVICE (cont'd)

### 2.10 Late Payment Charges for Residence BLES Services

A late payment charge of \$7.50 will be applied to residential customer bills greater than \$5.00 which remain unpaid after the due date, except that the charge is not applicable as specified below. This late payment charge will not be placed on the customer's account until the past due, unpaid balance on that customer's account is at least nineteen calendar days from the postmark on the bill. (l)

A. The late payment charge does not apply to:

- Amounts which are in dispute at the time the late payment charge would otherwise be applied.
- Any previous late payment fees included in the amount due.
- Service establishment charges for Lifeline.
- Federal excise tax or any other taxes levied by law directly on the customer.
- Amounts billed by the Company for other entities for which the charge is not authorized by those entities' appropriate tariffs or contracts, other than Interexchange Carrier Services for which the Company, acting as the principal Billing and Collection Agent, purchases the accounts receivable in advance of subscriber billing.
- Amounts upon which an Interexchange Carrier has already assessed a Late Payment Charge.

## 2. PAYMENT FOR SERVICE (cont'd)

### 2.10 Late Payment Charges for Residence BLES Services (cont'd)

(C)

- B. Each customer account shall be permitted a one-time waiver of a monthly late payment charge upon request by the customer provided the customer has paid the monthly bill to which the late payment charge was to apply.
- C. Credit, deposit and collection procedures outlined elsewhere in this tariff are not waived or foreclosed by the application of a late payment charge.

### 2.11 Convenience Fee for Payment Made with a Company Representative

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A fee, as set forth in the AT&T Ohio Guidebook may apply for each instance of payment of charges made with a Company Representative, when authorized by the subscriber, for one-time electronic payments by check, credit card, or by any other discretionary method that may be accepted by the Company. The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment and given the opportunity to be transferred to the automated payment system to avoid this charge.

(C)

This fee would not apply when automated payment systems are unavailable due to system outages. This fee would also not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, payments made using self service payment options, or automatic funds transfer.

Customers who are physically unable to use other payment alternatives, including the automated system, and who inform the Company Representative of such limitations on each call, would not be subject to the fee. The Company reserves the right to require medical certification.

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### 2.12 Telecommunication Relay Services (TRS)

Customers may be assessed a monthly charge per line to fund the Telecommunication Relay Services for the State of Ohio in accordance with section 4905.84 of the Revised Code. This charge shall in no event exceed the per end user line (or equivalent) assessment of the Public Utilities Commission of Ohio levied upon the Company.

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### 3. OBLIGATION AND LIABILITY OF THE COMPANY

#### 3.1 Liability of The Company

In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.

- A. The Company's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit by a customer or by any others for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of 2., following, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.

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### 3. OBLIGATION AND LIABILITY OF THE COMPANY (cont'd)

#### 3.1 Liability of The Company (cont'd)

- B. 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; against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company; and against any and all claims for damage caused by the customer's facilities or equipment attached or connected to facilities furnished by the Company. (T)

#### 3.2 Installation, Maintenance and Repairs

- A. Unless otherwise specified in the Company's tariffs, a customer is not permitted to install, rearrange, disconnect, remove or repair, or permit others to install, rearrange, disconnect, remove or repair any apparatus or wiring of the Company on the network side of the network interface. (T)
- B. Unless otherwise specified in the Company's tariffs and B.1. and B.2 below, all ordinary expense of installation, maintenance and repair, in connection with facilities and service provided by the Company, on the network side of the network interface, is borne by the Company. (T)
1. In situations where maintenance and repairs would have been performed by the Company during the usual working hours on normal working days, but at the specific request of the customer such work is performed at other times for the customer's convenience or for other reasons not under the control of the Company, the expense incurred by the Company in excess of the normal expense of such maintenance and repairs, when performed during usual working hours on normal working days, may be billed to the customer. This provision, however, shall not apply to emergencies, that is, situations that affect public health or safety, or result from critical illness, unavoidable casualties, or acts of God. (T)
2. In situations such as sporting events, one-time entertainment events, etc., where the customer requests that "standby" workmen be provided to safeguard the continuity of service, irrespective of when such "standby" workmen are provided, the entire cost of providing such "standby" workmen may be billed to the customer. (T)

### **3. OBLIGATION AND LIABILITY OF THE COMPANY (cont'd)**

#### **3.3 Listing Errors and Omissions**

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The Company's liability arising from errors or omissions in its listings or in accepting listings presented by customers or prospective customers shall be limited to resulting impairment of the customer's service and the Company may discharge such liability by an abatement or refund of an amount not exceeding the charge for the service during the period in which the error or omission occurs. The Company will not be a party to controversies arising between customers or others as a result of published listings.

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#### **3.4 Service in Hazardous Locations**

Except as otherwise specifically provided in this tariff, the Company will require the customer to install and maintain service at locations which are or may be hazardous or dangerous to its employees or property and then only upon the written consent of the Company.

#### **3.5 Service at Outdoor Locations**

The Company will refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save harmless the Company from and against any and all loss or damage that may result to facilities furnished by the Company at such locations.

#### **3.6 Use of Connecting Company Lines**

When the lines of another telephone company are used in establishing connections to points not reached by the Company's lines, the Company shall not be held liable for any act or omission of the other company.

#### **3.7 Defacement of Premises**

The Company is not liable for any defacement of or damage to the premises of a customer resulting from the attachment of the Company's apparatus and associated wiring on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

#### **3.8 Transmitting Messages**

Except as otherwise specifically provided in this tariff, the Company does not transmit messages but offers the use of its facilities for communications between customers or others.

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#### 4. RESPONSIBILITIES OF THE CUSTOMER

##### 4.1 Lost or Damaged Equipment

In case of damage, loss or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost or destroyed or the expense incurred in restoring it to its original condition.

##### 4.2 Floor Space, Power Supply and Other Arrangements at Customer Premises

The customer shall provide, maintain and bear the expense of the following:

1. Space and floor arrangements for installation of Company facilities.
2. Housing, light, heat and ventilation needed for the operation and maintenance of Company facilities.
3. Electric power, outlets and wiring at convenient locations.

#### 5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES

##### 5.1 Initial Contract Periods

- A. An initial contract period applies to all services and facilities provided for a customer. Initial contract periods date from the day following the completion of the installation of the service or facilities involved.
- B. Application of Initial Contract Periods

Except as hereinafter provided, the initial contract period for all services and facilities is one month on the same continuous property:

1. Additional Listings and Joint User Service (T)

The initial contract period for additional listings and joint user service where the listing appears in the directory, where available, is the directory period, otherwise, for listings appearing in the Company's Listing Information System, the initial contract period is one month. The regulation set forth in the preceding sentence also applies to listings which are ordered discontinued by the subscriber after the established closing date of the alphabetical directory in which they are to appear. Contracts for additional listings and joint user service in a directory, where available, are self-renewing for a period of one directory issue until cancelled, except as provided hereinafter under "Termination Charges". (T)

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**5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)**

**5.1 Initial Contract Periods (cont'd)**

B. Application of Initial Contract Periods (cont'd)

2. Nonrecurring Charge Items

The initial contract period for facilities and equipment furnished at a nonrecurring charge only, is the period for which the service is rendered.

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## 5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

### 5.2 Termination Charges

#### A. Application of Termination Charges

When service is terminated by the customer, or by the Company for any reason for which it may terminate such service under the provisions of this tariff, prior to the expiration of the initial contract period, the following termination charges apply in addition to all charges due for the service which has been furnished:

##### 1. Additional Listings and Joint User Service (T)

In the case of joint user service and additional listings for which the initial contract period is the directory period, the termination charges will be the charges due to the end of the directory period, except that the termination charges will be the charges due for the period service has been rendered as follows; (T)

- a. In case the contract for the main service is terminated;
- b. In case the listed party or joint user becomes a customer to the same class of service as is furnished to the customer who contracted for such additional listing or joint user service;
- c. In case the customer, the listed party or the joint user moves to different premises as a result of which the service of the customer is not available to the listed party or joint user; or
- d. In the case of death of the listed party or joint user.

##### 2. Contract Periods of Two Years or Less

In the case of services for which the initial contract period is two years or less, the termination charges will be the charges due for the unexpired portion of such initial contract period, except for those items for which a termination liability is set forth in this tariff.

##### 3. Contract Periods in Excess of Two Years

In the case of services for which the initial contract period is in excess of two years, the termination charges will be an amount equal to fifty per cent of the charges for the unexpired portion of such initial contract period, at the rate in effect at the time the service is discontinued, except for those items for which a termination liability is set forth in this tariff.

**5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)**

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**5.2 Termination Charges (cont'd)**

A. Application of Termination Charges (cont'd)

4. Termination Liability Items

In the case of items of service for which a termination liability is included with the rates and charges for such items in various sections of this tariff, the termination charges will be an amount equal to such termination liability, reduced by a proportionate amount for each month within the applicable contract period that the monthly rate has been collected.

5. Special Equipment

In the case of special equipment and other equipment or facilities furnished at rates or charges based upon costs incurred, termination charges apply as follows:

- a. Where the initial contract period is one year or less, the termination charges will be the charges due for the unexpired portion of the initial contract period applicable to such special equipment or such other equipment or facilities.
- b. Where the initial contract period is in excess of one year, the termination charges will be such portion of the expense incurred by the Company for the equipment and for its installation and removal, less the salvage value of the equipment removed, as the unexpired portion of the initial contract period bears to the full initial contract period.

6. Change in Type of Service

In the case of the following changes in type of service prior to the expiration of the one month initial contract period, the termination charges will be the charges due for the unexpired portion of such initial contract period:

- a. from flat rate service to message rate service, or vice versa; and
- b. from basic local service to optional local service, or vice versa.

/2/

/1/ Material now appears on 5th Revised Sheet 27 in this Section.

/2/ Material formerly appeared on 1st Revised Sheet 23 in this Section.

Issued: April 1, 2008

Effective: April 1, 2008

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Case No. 06-1345-TP-ORD.

By Connie Browning, President, Cleveland, Ohio

TFA No. OH-08-18005

**5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)**

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**5.2 Termination Charges (cont'd)**

**A. Application of Termination Charges (cont'd)**

**7. Discontinuance of a Portion of a Service**

Where only a portion of a service is discontinued, the termination charges will be as set forth in 2 through 6 preceding. In addition, for those items of service and equipment covered in 2, 3 and 4 preceding for which the initial contract period is six months or more, where rearrangements of the equipment left in service are required as a result of the partial discontinuance, the expense incurred by the Company for such rearrangements will be billed to the customer in addition to the termination charges specified or, at the option of the customer, termination charges on the entire installation will be billed to the customer and a new initial contract period for the equipment as rearranged will commence.

**8. Message Allowance**

When message rate service is terminated prior to the expiration of the initial contract period of one month, the message allowance for the period of service subsequent to the previous billing date, if any, will be the difference between the monthly allowance for the grade of service furnished and the number of messages allowed at such previous billing date.

**B. Conditions Under Which Termination Charges Do Not Apply**

**1. Assignment or Transfer of Service**

Termination charges do not apply

- a. when the service of a customer (including any outstanding indebtedness to the Company and the unexpired portion of the initial contract period, if any) is transferred to a new customer without interruption of the service; or
- b. when the service of a customer (including the unexpired portion of the initial contract period, if any) is transferred, without interruption of the service, to a receiver, trustee or other person appointed by a court or acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings.

/2/

/1/ Material now appears on 2nd Revised Sheet 28 in this Section.

/2/ Material formerly appeared on 1st Revised Sheet 24 in this Section.

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**5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)**

**5.2 Termination Charges (cont'd)**

**B. Conditions Under Which Termination Charges Do Not Apply (cont'd)**

(D)

(D)

**2. Termination of Service In Disaster Cases**

(C)

Termination charges do not apply to service which is terminated due to fire, flood or other like disaster.

(D)

(D)



## 5. INITIAL CONTRACT PERIODS AND TERMINATION CHARGES (cont'd)

### 5.2 Termination Charges (cont'd)

#### B. Conditions Under Which Termination Charges Do Not Apply (cont'd)

##### 3. Withdrawal of Experimental Offerings

Termination charges do not apply to service which is terminated due to withdrawal by the Company of an experimental offering of such service.

#### C. Service Terminated After Expiration of Initial Contract Period

When service is terminated after the expiration of the initial contract period, the charges applicable are those due through the last day of service whether this be a full day or a part of a day. However, in the case of additional listings and joint user service, after listings have appeared in the directory, where available, each directory period is considered as a separate initial contract period (i.e., listings are automatically included in each directory issue unless notice to the contrary is received from the listed party or customer) and termination may be arranged for only under the conditions specified in A-1 preceding.

(T)  
(T)

## 6. INFORMATIONAL NOTICE

### 6.1 Landline Direct-Dialed Calls

Landline direct-dialed calls made by the customer to certain cellular or paging telephone numbers may incur an additional charge. This charge is assessed by the wireless provider, not by AT&T Ohio.

## 7. DISASTER PLANS

### 7.1 Disaster Relief Plan

(C)

When a business or residence customer's premise 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 below:

- The Service Connection Charge to re-establish the local exchange access line after the disaster will be waived. (C)
- The monthly rate and associated Service Connection Charge will be waived for thirty days for the following services:
  - Call Forwarding
  - Call Forward Busy Line
  - Call Forward Don't Answer
  - Remote Call Forward
  - Message Waiting Indicator

### 7.2 Major Disaster Relief Plan

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

(D)  
(D)

The offering(s) will be limited in duration.

(D)  
(D)  
(D)

## 8. MEET POINT BILLING ARRANGEMENTS

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When facilities are provided jointly by the Company and one or more other telephone companies, and a Commission approved multiple bill, multiple tariff (MBMT) arrangement is in place between the Company and the other telephone company or companies, the regulations and prices of such other telephone companies apply for the equipment and facilities furnished by them for use in connection with the service provided by the Company.

When the Company and one or more other telephone companies involved in provisioning services operate under a meet point multiple billing arrangement, and a Commission approved MBMT arrangement is in place between the Company and the other telephone company or companies, the portion of the circuit(s) located in that telephone company's area will be billed by that company. Under this arrangement, AT&T Ohio will bill the customer for their portion of the circuit(s) located in its territory at its tariffed rates, while the other telephone company or companies involved will bill the customer at their tariffed rates for the portion of the circuits located in their company territory.

## 9. REWARDS AND INCENTIVES

From time to time, AT&T may offer an incentive or reward card when customers purchase or subscribe to AT&T products or services. Customers may use these incentive or reward cards to pay for AT&T services.

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/1/ Material formerly appeared on 2<sup>nd</sup> Revised Sheet 34.

(N)

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By Thomas C. Pelto, President, Cleveland, Ohio

ATT TN OT-11-0015



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ATT TN OT-09-0024

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(D)

/1/ Material now appears on 4<sup>th</sup> Revised Sheet 30.

(N)

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