

Response to Question 9

Contacts for Staff Regarding Customer Complaints

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Attachment G

NextLink Internet Service States

Although not specifically applications for authority to provide telecommunications services, NextLink Internet has or will apply for designation as an eligible telecommunications carrier in the following states:

- Indiana (application forthcoming)
- Minnesota (application forthcoming)
- Wisconsin (applied 12/31/2020)
- Wyoming (application forthcoming)

Although not necessarily grants of authority to provide telecommunications services, NextLink Internet has been granted ETC designations by the following states:

- Illinois (approved on February 21, 2019 | Docket No. 18-1555)
- Iowa (approved on November 20, 2018 | Docket No. ETA-2018- 0006)
- Kansas (approved on February 19, 2019 | Docket No. 19-AMGT-122-ETC)
- Nebraska (approved on February 20, 2019 | Application No. C-5009/NUSF-114)
- Oklahoma (approved on February 21 | Cause No. PUD 201800118)
- Texas (approved on February 4, 2019 | Docket No. 48719)

NextLink Internet has also been given the following grants of authority:

- Service Provider Certificate of Authority (SPCOA) to provide competitive local exchange services in Texas (granted May 22, 2018 | Docket No. 48201)
- Certificate of Convenience and Necessity (CCN) in Oklahoma (granted on January 31, 2019 | Cause No. PUD 201800119)

NextLink Internet has not been denied designation as an ETC or other grants of authority in any jurisdiction.

Attachment H

Illustrative Tariff

AMG Technology Investment Group, LLC
d/b/a NextLink Internet
Issuing Officer: Eric Pyland, Chief Financial Officer
Issued: January 6, 2021

Louisiana Tariff No. 1

Original Page No. 1

Effective Date: [INSERT]

LOUISIANA VOICE SERVICES

OF

AMG Technology Investment Group, LLC
d/b/a NextLink Internet

95 Parker Oaks Lane
Hudson Oaks, TX 76087
(682) 333-0747
(855) 698-5465

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CHECK SHEET

The pages inclusive of this tariff are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the top of this sheet.

Page	Revision No.	Page	Revision No.	Page	Revision No.
1	Original*	19	Original*	37	Original*
2	Original*	20	Original*	38	Original*
3	Original*	21	Original*	39	Original*
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12	Original*	30	Original*		
13	Original*	31	Original*		
14	Original*	32	Original*		
15	Original*	33	Original*		
16	Original*	34	Original*		
17	Original*	35	Original*		
18	Original*	36	Original*		

* Included in this filing

EXPLANATION OF SYMBOLS

- C - Changed Regulation
- D - Deleted or Discontinued Material
- I - Change Resulting in a Rate Increase
- M - Moved from Another Tariff Location
- N - New Material
- R - Change Resulting in a Rate Reduction
- T - Change in Text But No Change to Rate or Charge
- Z - Correction

TARIFF FORMAT

- A. **Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and the effective rates and charges applicable to the furnishing of telecommunications services of AMG Technology Investment Group, LLC d/b/a NextLink Internet (hereafter "Company") within the service area consisting of the Louisiana service territory. Only those services, terms, conditions, rate and charges approved by the Louisiana Public Service Commission and contained in this tariff will be provided to Customers within the State. This tariff shall be governed and interpreted according to the laws of the State of Louisiana. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is available for viewing during normal business hours, at the Commission or the Company's principal place of business:

AMG Technology Investment Group, LLC
d/b/a NextLink Internet
95 Parker Oaks Lane
Hudson Oaks, TX 76087

Additionally, copies of this tariff are available upon request, free of charge to end-users by contacting the Company toll free at 1-855-698-5465.

Section 1. TERMS AND ABBREVIATIONS

“Access line” means the facility provided and maintained by the Company which permits access to and/or from the public switched network.

“Advance Payment” means part or all of a payment required before the start of service.

“Applicant” refers to an individual, partnership, cooperative corporation, corporation, association, or lawful entity who applies to the Company for any new or additional telephone service.

“Authorized User” means a person, firm, or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

“Basic local service” means residential and business telecommunications local exchange voice and/or relay services, including lines beyond the first line into a residence or business.

“Bit” means the smallest unit of information in the binary system of notation.

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Central office” refers to an operating unit of a Company by which connections are established between end-users’ lines and between end-users’ lines and trunks or toll lines.

“Circuit” refers to one communication path between two (2) or more points suitable for transmitting information.

“Class of Service” refers to a description of service furnished to an end-user in terms of type of rate, location and use.

“Commission” refers to the Louisiana Public Service Commission.

“Company” refers to AMG Technology Investment Group, LLC d/b/a NextLink Internet.

“Competitive service” refers to a telecommunications service determined by the Commission to be subject to effective competition for a relative geographic and service(s) market.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

Section 1. TERMS AND ABBREVIATIONS (Cont'd)

"Customer" refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

"Dedicated Access" means an arrangement whereby a Customer or other common carrier uses a dedicated private line facility to access the Company's network.

"Delinquent or Delinquency" refers to an account for which payment has not been paid in full on or before the last day for timely payment.

"Deniable charge" means a charge for those regulated services for which nonpayment may result in a disconnection of basic local service.

"End Office" denotes the LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

"End-User" refers to the customer to whom a telephone number is assigned.

"Exchange" refers to a geographic area established by an incumbent LEC as filed with and/or approved by the Commission for the administration of local telecommunications service in a specified area which usually embraces a city, town, or village and its environs, and which may consist of one or more central offices together with associated plant used in furnishing telecommunications service in that area.

"Facilities" refers to all the plant and equipment of a telecommunications service provider including all tangible and intangible real and personal property without limitation, and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the regulated business of any telecommunications service provider.

"Facilities-based provider" refers to a telecommunications company providing services mainly through its own facilities, including UNE's and other technologies capable of meeting all local service requirements and in compliance with the Commission's quality of service rules.

"FCC" refers to the Federal Communications Commission.

"Fiber Optic Cable" is a thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Section 1. TERMS AND ABBREVIATIONS (Cont'd)

“Grandfathered Service” refers to an obsolete and/or outdated service the Company no longer wishes to provide. The grandfathering of a service is the Company’s method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

“Hunting Service” refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

“Individual Case Basis” or “ICB” refers to a condition pursuant to the provisions of the tariff, in which the rates and charges for an offering are developed based on the circumstances of a specific customer.

“IntraLATA call” refers to any call which is originated and terminated within the boundaries of the same LATA, regardless of whether the call crosses LATA boundaries prior to reaching its termination point.

“Intrastate call” refers to any call that originates and terminates within the State of Louisiana.

“LEC” means local exchange company (or carrier) and refers to the certificated local exchange carrier in an area.

“Local Access Transport Area (“LATA”)” refers to a geographical area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

“New service provider” means a service provider that did not bill the end-user for service during the service provider’s last billing cycle. This definition excludes service providers which bill the customer solely on a per transaction basis.

“Non-basic service” means any telecommunications service not included in basic local service, local interconnection arrangements and/or access service.

“Non-deniable charge” refers to a charge for those not-regulated services for which nonpayment shall not result in a disconnection of basic, local service.

“Nonrecurring Charges” refer to a one-time charge associated with a given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

Section 1. TERMS AND ABBREVIATIONS (Cont'd)

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance database.

"Not-regulated service" means the offering of service(s) where the rates and/or terms and conditions for such service(s) are not-regulated by the Commission. These would include any services offered from FCC tariffs such as interstate service offerings, and any taxes, fees and surcharges applicable to those services, as well as any intrastate services not contained in tariffs approved by the Commission.

"Port" means a facility or equipment system or subsystem set aside for the sole use of a specific Customer.

"Premises" means the space occupied by a Customer in a building or buildings or continuous property (except railroad rights of way, etc.) not separated by a public road or thoroughfare.

"Regulated telecommunications service" means the offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission. These would include services offered from intrastate tariffs approved by the Commission including any taxes, fees, and surcharges applicable to those services, and interstate services when the Commission is enforcing the FCC slamming rules.

"Service" refers to any voice service(s) provided by the Company under this tariff.

"Service Interruption" refers to a service outage, total failure, or complete loss of service due to a trouble condition in the facilities of the Company or another telecommunications service provider.

"Shared" means a facility or equipment system or subsystem which can be used simultaneously by several Customers.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Subscriber" refers to the individual, firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Section 1. TERMS AND ABBREVIATIONS (Cont'd)

“Tariffs” refers to all or any part of the composition of rates, tolls, charges, terms, and conditions of service relating to regulated services offered and filed with a state or federal regulatory authority or publicly available on the Company’s website in accordance with the regulations of a state or federal regulatory authority.

“Telephone Numbers” refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Company Customers and used in conjunction with the Services provided pursuant to this tariff.

“User” means an Authorized User or Customer at whose Premises the Company furnishes intrastate service pursuant to this tariff.

Section 2. RULES AND REGULATIONS

2.1. Undertaking of the Company

- 2.1.1. This tariff contains the regulations, rates, and charges applicable to the services provided by the Company in the State of Louisiana under the terms of this tariff. The Company may, from time to time and in particular circumstances, waive or modify these regulations for particular Customers.
- 2.1.2. The Company is authorized to provide services in the service area within the Louisiana service territory.
- 2.1.3. The Company's installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 2.1.4. The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 2.1.5. The Company reserves the right to limit or to allocate the use of facilities and/or leased facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and/or leased facilities, including facilities and/or leased facilities the Company may obtain from other carriers, to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.6. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

Section 2. RULES AND REGULATIONS (Cont'd)

2.1. Undertaking of the Company (Cont'd)

2.1.7. The Company shall not be liable for claim or loss, expense or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, explosion, war, civil disturbance, or act of government or legal body, including any law, order, regulation, or ordinance, or by any other cause beyond the Company's direct control.

2.1.8. The Company will make no refund of overpayment by a Customer unless the claim for overpayment, together with proper evidence, is submitted to the Company.

2.1.9. The Company shall not be liable for any defacement of or damages to the Premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

2.1.10. Claims

2.1.10.1. Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.1.10.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.1.10.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Section 2. RULES AND REGULATIONS (Cont'd)

2.2. Obligations of the Customer

2.2.1. The customer shall be responsible for:

- 2.2.1.1. The payment of all applicable charges pursuant to this tariff.
- 2.2.1.2. Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
- 2.2.1.3. Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
- 2.2.1.4. Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

Section 2. RULES AND REGULATIONS (Cont'd)

2.2. Obligations of the Customer (Cont'd)

- 2.2.2. With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1. Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3. The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4. The Company's services (as detailed in this tariff) may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts that are applicable to such connections.
- 2.2.5. Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

Section 2. RULES AND REGULATIONS (Cont'd)

2.3. Liability of the Company

2.3.1. In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to the Company's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by the Company, shall not result in the imposition of any liability upon the Company.
- (B) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Customer. The Company will not be liable for any failure of performance that is caused by or the result of any act or omission by the Customer or any entity other than the Company that furnishes services, facilities, or equipment used in connection with the Company's services or facilities.
- (C) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, THE COMPANY MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Section 2. RULES AND REGULATIONS (Cont'd)

2.4. Application for Service

2.4.1. Minimum Contract Period

- 2.4.1.1. Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2. Except as provided in 2.4.1.3, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3. The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

Section 2. RULES AND REGULATIONS (Cont'd)

2.4. Application of Service (Cont'd)

2.4.2. Cancellation of Service

2.4.2.1. Where the Applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the maximum termination penalty is the lesser of these two amounts:

(A) the difference between the term plan rates and the current month-to-month rates for the months actually completed in the service period in effect at the time of termination, or

(B) the amount of the monthly payments remaining on the term plan.

2.4.2.3. Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

2.5. Payment for Service

2.5.1. All charges due by the Customer are payable to the Company. Terms of payment must comply with the Commission's rules and regulations.

2.5.2. Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Section 2. RULES AND REGULATIONS (Cont'd)

2.6. Customer Deposits

- 2.6.1. In the event that the Company collects deposits, it will pay interest of 5% per annum for customer deposits retained for more than six months.
- 2.6.2. In the event that the Company collects deposits, it will not collect deposits in excess of 2.5 times the average monthly bill.

2.7. Billing and Billing Disputes

- 2.7.1. Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end user agrees with the Company to receive a bill through different means, such as electronically via the Internet.
- 2.7.2. The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3. Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due twenty (20) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- 2.7.4. If a Customer's bill is not paid by the due date printed on the bill, the Company will impose a late charge of no more than 5% on the delinquent amount charged for regulated services.
- 2.7.5. The Company will not charge Customers a late charge on previously unpaid late charges.

Section 2. RULES AND REGULATIONS (Cont'd)

2.7. Billing and Billing Disputes (Cont'd)

- 2.7.6. Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (855) 698-5465. The Company shall investigate the particular case and report the results to the Customer. The Company will also instruct the Customer of the Customer's right to have the billing and charges reviewed by the Commission. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission. The Company shall provide the Customer with the following information:

Louisiana Public Service Commission
Galvez Building, 12th Floor
602 North 5th Street
PO Box 91154
Baton Rouge, LA 70802
Tel: 225-342-4999 Toll-Free Tel: 800-256-2397
Fax: 225-342-2831
Internet address: www.lpsc.louisiana.gov

- 2.7.7. The Company will provide notice to affected end-users of any increased rate of a non-competitive service at least twenty (20) days prior to implementation of said increase. Customer Notice of a rate increase shall comply with applicable Commission rules.
- 2.7.8. The Company will provide notice to affected residential customers of any increased rate for a service determined to be competitive, prior to or concurrent with, the effective rate increase. Customer Notice of a rate increase shall comply with applicable Commission rules.

Section 2. RULES AND REGULATIONS (Cont'd)

2.8. Allowance for Interruptions in Service

The Commission shall be notified of interruptions in telecommunications services which affect the entire system; a major division thereof; or which, in the judgment of the telecommunications service provider, may cause a high degree of public interest or concern.

2.8.1. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.8.2. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

For interruptions in voice service of 24 hours or more not due to conduct of Customer, the Company shall allow an amount equal to the fixed monthly charges for voice service multiplied by the ratio of (i) the days of interruption to (ii) thirty days.

Section 2. RULES AND REGULATIONS (Cont'd)

2.9. Taxes, Fees and Surcharges

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state, and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

- 2.9.1. All state and local sales taxes and fees shall be listed as separate line items on the customer's bill and are not included in the quoted rates.
- 2.9.2. Other taxes, charges, and the regulatory assessment shall be identified in the aggregate on the customer's bill and shall not be included in the quoted rates.
- 2.9.3. If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata on the basis of each Customer's monthly charges for the types of service made subject to such tax, to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.4. Services provided pursuant to this Tariff are subject to the monthly Louisiana Universal Service Fund (USF) charge. The USF charge is applied to the Customer's total intrastate telecommunications charges. The USF Charge will be waived to the extent a Customer is exempt from payment of the Louisiana sales tax.

2.10. Returned Check Charge

The charge for a returned check is \$20.00.

Section 2. RULES AND REGULATIONS (Cont'd)

2.11. Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements. The Company shall comply with applicable Commission rules in the submission and development of ICB offerings.

2.12. Disconnection and Termination of Service

2.12.1. When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended, the Company shall give at least five (5) days written notice to the Customer of the Company's intent to discontinue service. Notice shall be mailed or emailed by the Company to the Customer's address or email address as agreed to between the Company and the Customer. Notice will be deemed given to the end-user three (3) days after mailing or in the case of email notifications, upon sending.

2.12.2. Notices of Disconnection or Notices of Suspension shall contain the following information:

- (A) The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
- (B) Name, address, and telephone number of the customer.
- (C) Statement of reason for proposed disconnection or suspension of service.
- (D) The date on or after which service will be disconnected or suspended unless appropriate action is taken.
- (E) The telephone number of the Company, in bold print, where the customer may make an inquiry.
- (F) Charges and procedures for reconnection or approved charges and procedures to avoid suspension.

Section 2. RULES AND REGULATIONS (Cont'd)

2.12. Disconnection and Termination of Service (Cont'd)

2.12.2 (Cont'd)

- (G) A statement that the end-user must contact the Company regarding the disconnection or suspension prior to contacting the Commission.
- (H) Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.
- (I) The services being disconnected or suspended, whether local and/or toll (which for the Company's current services would be unlimited voice service encompassing local exchange and toll service). If the service to be disconnected or suspended is local service, a statement that the end-user must also contact their IXC (if they purchase services from one) if such end-user wishes to terminate such IXC service in order to avoid incurring additional charges for such service.

2.12.3. The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the Company.

2.12.4. The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the end-user to the location in the directory where the information can be obtained:

- (A) A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement that the end-user must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- (B) A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.

Section 2. RULES AND REGULATIONS (Cont'd)

2.12. Disconnection and Termination of Service (Cont'd)

- 2.12.5. Notice of disconnection and/or notice of suspension shall be received via the United States mail or electronic mail (email) as agreed to between the Company and the Customer.
- 2.12.6. Service may be refused or terminated for any of the following reasons:
- (A) Nonpayment of a bill within the period prescribed in the Company's tariff.
 - (B) Failure to make a security deposit.
 - (C) Violation of or noncompliance with any provision of law, Commission rules, and regulations or the Company's approved tariffs.
 - (D) Improper use of telecommunications services, or use in such manner as to interfere with reasonable service to other Customers.
 - (E) Refusal to permit the Company reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof.
 - (F) Interconnection of a device, line, or channel to Company facilities or equipment contrary to the Company's terms and conditions of service on file with and approved by the Commission.
 - (G) Use of telephone service in such a manner as to interfere with reasonable service to other end-users.
- 2.12.7. A Customer may cancel service by providing written or verbal notice to the Company. Charges for the customer's last month of service will be prorated based upon the ratio of (i) the number of days in the month when the customer received the Company's services to (ii) thirty.

Section 2. RULES AND REGULATIONS (Cont'd)

2.13. Unlawful Use of Service

- 2.13.1. The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.13.2. The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 2.13.3. The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards, false Phone Cards of the Company's, or false numbers of such cards, is prohibited.
- 2.13.4. Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted the appropriate telecommunications authority in the State of Louisiana and the Customer has entered into an appropriate resale agreement with the Company.
- 2.13.5. The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- 2.13.6. The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.13.7. The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.
- 2.13.8. The Company shall provide documentation to the prospective customer or current customer stating the reason(s) for denial or termination of service.

Section 2. RULES AND REGULATIONS (Cont'd)

2.14. Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.15. Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16. Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers for any plan that does not provide unlimited calling will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.17. Overcharge/Undercharge

When a customer has been overcharged, the amount shall be refunded or credited to the customer at the customer's option.

Section 2. RULES AND REGULATIONS (Cont'd)

2.18. Notices

- 2.18.1. Any notice required or permitted to be given by the Company to a Customer under this tariff shall be in writing and delivered by hand, mail, national overnight courier service, or by electronic service (email) as agreed between the Company and the Customer at the time of subscription for service(s) or thereafter. The Company shall send such notices to the address and/or email address provided by the Customer in connection with subscribing to the Company's services or as updated thereafter by the Company.
- 2.18.2. Any notice required or permitted to be given by a Customer to the Company under this tariff shall be in writing and delivered by hand, mail, national overnight courier service, or by electronic service (email) as agreed between the Company and the Customer at the time of subscription for service(s) or thereafter. The Customer shall send such notices to the address and/or email address shown herein or as subsequently provided to the Customer by the Company for such purposes.

2.19. Adequacy of Service and Equipment

- 2.19.1. The Company shall ensure that there is a sufficient operating force and, where appropriate, sufficient equipment to meet the following service objectives and minimum standards.
 - 2.19.1.1. Toll calls: Ninety percent (90%) answered within ten (10) seconds; minimum – eighty percent (80%) answered within ten (10) seconds.
 - 2.19.1.2. Directory assistance: Eighty-five percent (85%) answered within ten (10) seconds; minimum – seventy-five percent (75%) answered within ten (10) seconds.
 - 2.19.1.3. Repair and trouble calls: Eighty-five percent (85%) answered within twenty (20) seconds; minimum – seventy-five percent (75%) answered within twenty (20) seconds.

Section 2. RULES AND REGULATIONS (Cont'd)

2.19. Adequacy of Service and Equipment (Cont'd)

2.19.2. The Company shall, where appropriate, install sufficient equipment and ensure that there are sufficient personnel to handle the average busy hour, busy season traffic, and to meet the following minimum standards at that period.

2.19.2.1. Dial tone: Ninety-five percent (95%) within three (3) seconds.

2.19.2.2. Completion of calls: Ninety percent (90%) without encountering an all trunks, busy condition within the central office.

2.19.2.3. Local interoffice trunks: Ninety-five percent (95%) of calls offered to the group will not encounter an all trunks busy condition.

2.19.2.4. Intrastate toll connecting trunks: Ninety-seven percent (97%) will not encounter an all trunks busy condition.

Section 2. RULES AND REGULATIONS (Cont'd)

2.20. Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing the 911 service.

The following provisions are applicable to IP-based voice services:

The Company provides such access pursuant to section 9.5 of the FCC's rules. 47 C.F.R. § 9.5. See <https://www.fcc.gov/consumers/guides/voip-and-911-service> for additional information.

Section 2. RULES AND REGULATIONS (Cont'd)

2.20. Emergency Calling (Cont'd)

IP-based service does support traditional 911 access to emergency services. In particular, it is essential that the physical location (street address) of the Customer (the "Registered Location") be registered with the Company to ensure correct routing of emergency calls. Therefore, Customer must provide the Company with the correct address where the equipment and the voice service is or will be located. Customer is only permitted to use the Company's service at the address associated with the Customer's account. Customer must also promptly update this address if it changes and may do so in any of the following ways:

- Call Customer Service at 682-333-0747
or toll-free at 855-NXT-LINK (855-698-5465); or
- Log into the Company's Subscriber Portal and make the change .

Customer's emergency calls will be routed directly to the nearest public-safety operator. Even with a correctly registered service address, however, some emergency agencies may not be able to automatically determine the location of the 911 call and Customer or any other caller may need to provide the physical location of the emergency.

As required by the FCC, the Company notifies Customer for IP-based voice service that 911/E911 service may not be available through the Company's service or may have less availability than traditional E911 services in circumstances including, but not limited to (i) relocation of Customer's voice service equipment, (ii) use of a non-native telephone number; (iii) a broadband connection failure; (iv) loss of electrical power and delays in the registration (or update) of Customer's service address in the emergency services databases.

The Company provides Customer with this information when service is initiated and provides warning stickers or equivalent labels for placement in Customer's location to alert individuals regarding the potential limitations of access to emergency services.

Section 3. DESCRIPTION OF SERVICES

3.1. Promotional Offerings

- 3.1.1. Promotional offerings are intended to be limited-duration programs that are beneficial to the targeted and/or qualified customers, which may be new or existing customers.
- 3.1.2. The Company may, during promotional periods, offer customers special rate incentives. Promotional offerings are not intended to replace the Company's permanent rates, as revised over time.
- 3.1.3. The Company shall provide the Commission with such notice as is required pursuant to Commission rules.
- 3.1.4. Promotions may be repeated, provided the initial promotion and extension do not exceed three hundred sixty-five (365) consecutive days in length. If the promotion has been offered for three hundred sixty-five (365) consecutive days, then the same promotion cannot be offered for one hundred eighty (180) days from the date the promotion ended.

3.2. Individual Case Basis ("ICB") Offerings

The Company has the authority to enter into customer specific contracts for tariffed services offered for which rates and charges are developed as "ICB". The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer. All customers have non-discriminatory access to requesting the service under an ICB rate.

Section 3. DESCRIPTION OF SERVICES (Cont'd)

3.3. Unlimited Voice Service

Unlimited Voice Service includes local exchange service and interexchange service.
Service will be provided where facilities are available.

3.3.1. Local exchange service is telephone service that entitles the Customer to originate and receive local calls to all local exchange access lines connected to a Central Office (CO) of the exchange or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange or to functionally equivalent lines.

3.3.2. Interexchange service is telephone service that enables the Customer to originate and receive long distance calls to parties outside the Customer's local exchange area.

3.3.3. Voice service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade, or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service for social clubs (*i.e.*, Elks, VFW, Eagles, etc.) will be considered business service.
- When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

3.3.4. When a residential subscriber requests a tariffed service at the tariffed rate, that subscriber will be served on a nondiscriminatory basis.

Section 3. DESCRIPTION OF SERVICES (Cont'd)

3.4. Directory Assistance

3.4.1. General

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance 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 attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

3.4.2. Directory Assistance Call Allowance

Residential Customers are allowed three (3) directly dialed Local Directory Assistance calls per month at no charge for each central office line or trunk. The customer may request a maximum of two numbers per call.

Section 3. DESCRIPTION OF SERVICES (Cont'd)

3.5. Custom Calling Features

3.5.1. Call Forwarding

Call Forwarding allows for the automatic forwarding (transfer) of all incoming calls to another telephone number. The line can be restored to normal operation at any time.

3.5.2. Call Waiting

Call Waiting sends a tone signal while a call is in progress to indicate a second call is waiting.

3.5.3. Caller ID

Caller Identification (Caller ID) displays the name and/or telephone number of the calling party on a specially designed telephone.

3.5.4. Three-Way Calling

Three-Way Calling allows the addition of a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The initiator of the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. This feature may be used on both incoming and outgoing calls.

3.5.5. Do Not Disturb

The Do Not Disturb feature permits a Customer to divert inbound calls directly to voicemail.

3.5.6. Voicemail

Each Customer will be issued a voicemail account.

Section 3. DESCRIPTION OF SERVICES (Cont'd)

3.6. Operator Services

The Company arranges for Customers to access Operator Services through a Contracted Third-Party Provider. All Operator Assisted calls placed from Company telephone services will be billed directly to the billable Customer by the Contracted Operator.

3.7. Telephone Relay Service ("711")

The Company will provide Telephone Relay Service ("TRS") to speech and/or hearing-impaired customers. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The service enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type the message recipient's response to the speech or hearing-impaired caller. The service will be available at no additional charge, for use by customers who are speech or hearing-impaired.

3.8. Directory Listings/Distribution

The Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area or an equivalent directory publication. The Company will ensure that directory distribution is furnished to the Customer.

3.9. Premises Visits

The Customer will be liable for charges incurred as a result of a premises visit by the Company for a trouble report caused by non-regulated customer provided equipment or inside wiring. The customer shall be advised of the potential for charges prior to the premises visit if the customer reports the trouble. If the Company finds the trouble through routine checks of its system, the customer will be notified of the charges before any work is done by the Company. The customer shall not be charged for a premises visit if the customer reports the trouble before the visit and is not advised before the visit of the potential for charges relating to the proposed visit by the Company.

Section 3. DESCRIPTION OF SERVICES (Cont'd)

3.10. 211 Originating Service

211 Originating Service is an outbound local telephone exchange communication service that allows local exchange end users to reach the 211 service provider by dialing an abbreviated telephone number (2-1-1). It is an intelligent routing service that converts the 211 dialed digits to a Routing Telephone Number ("RTN") and then uses the RTN to complete the call over the public switched network to a call center designated by the 211 agency. 211 Originating Service can be accessed only by customers of facilities-based local exchange services that are served by one of the Company's switches and is free of charge to the dialing party. 211 Originating Service is capable of passing the signaling generated by industry standard telecommunication devices for the deaf ("TDD"). The TDD signaling is available free of charge.

3.11. Special Construction

Special Construction or arrangement of facilities by the Company's leased facility provider may be undertaken on a reasonable efforts basis at the request of the Customer, and upon a determination by the Company that such charges should apply in that particular instance. Special Construction is undertaken:

1. Where facilities are not presently available;
2. Where the service is of a type other than that which the company would normally utilize in the furnishing of its Services;
3. Where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its Services;
4. Where the service is in a quantity greater than that which the Company would normally provide;
5. Where service is requested on an expedited basis;
6. Where service is requested on a temporary basis until permanent facilities are available;
7. Where the service requested involves abnormal costs; or
8. Where the service is requested in advance of the Company's normal construction schedule.

Section 3. DESCRIPTION OF SERVICES (Cont'd)

3.12. 900/976/700 Blocking Service

3.12.1. Blocking Service provides Customers with the ability to block access from a particular network access line to all telephone numbers for which a certain Numbering Plan Area (NPA) or prefix must be dialed. The service is classified as a local exchange telecommunications service. The types of Blocking Service available are 900 Blocking Service, 976 Blocking Service, and 700 Blocking Service.

- (A) 900 Blocking Service blocks access to all telephone numbers for which the 900 NPA must be dialed.
- (B) 976 Blocking Service blocks access to all telephone numbers for which the prefix 976 (1+NPA+976 or 1+976) must be dialed.
- (C) 700 Blocking Service blocks access to all telephone numbers for which the prefix 700 (1+NPA+700 or 1+700) must be dialed.

3.12.2. Conditions

3.12.2.1. The Company's obligation to furnish network facilities for Blocking Service is dependent upon the availability of suitable facilities. Because of central office and other facility limitations, it may not be possible for the Company to provide all of the services that may be requested.

3.12.2.2. Blocking Service is available only for blocking access to all 900 NPA, 976, and 700 prefix telephone numbers from a particular network access line and not for blocking access.

3.12.2.3. The Company shall not terminate telephone service to its subscribers solely for the non-payment of 900, 976, or 700 charges.

Section 3. DESCRIPTION OF SERVICES (Cont'd)

3.12. 900/976/700 Blocking Service (Cont'd)

3.12.2.4. The Company shall remove billed 900, 976, and 700 charges from an end user's bill under the following conditions:

- (A) The Company provides billing service to the 900, 976, or 700 provider;
- (B) This is the end user's initial contact with the Company disputing 900, 976, or 700 charges;
- (C) The 900, 976, or 700 charges were incurred without the end user's consent or knowledge.

3.12.2.5. When 900, 976, or 700 charges are removed from an end user's bill and where network facilities permit, the Company will recommend blocking service to the user to avoid future unauthorized use of 900, 976, and 700 services.

Section 4. RATES AND CHARGES

4.1. Rate Regulations

General

This section sets out regulations for the rates that are applied for Company's services purchased hereunder. Actual rates for these services are provided in the rate charts provided in this section.

Application of Rates

The rates for monthly service are contained in the rate charts provided in this section. The Company may offer volume and/or term discounts from time to time to Customers who request a high volume of connections and/or commit to extended terms. The rates and discounts for such services shall be determined on an individual case basis.

Individual Case Basis

For non-standard installations or services and service terms of longer than one month, rates will be determined on an Individual Case Basis (ICB) and specified by contract between the Company and the Customer.

Section 4. RATES AND CHARGES (Cont'd)

4.2. Rates for Intrastate Services

Recurring Charges

Monthly

4.2.1.	Residential Standard Unlimited Voice Service	\$19.95
4.2.2.	Residential Select Unlimited Voice Service Includes Mobility (One-number access, Presence, Android/iOS Clients) and Full-featured Windows/MAC Softphone Client with Presence, Chat, and Desktop Sharing Unlimited Auto Conferencing	\$24.95
4.2.3.	Optional Equipment Tripods (as required)	\$5.00

Non-Recurring Charges

4.2.4.	Installation (with 12-month plan)	\$100
	Installation (without 12-month plan)	\$250

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