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PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect

Washington UTC Price List No. 3 Original Page No. 1

#### PRICE LIST

Price Lists must be filed using the following format. All pages must include the telecommunications company name, page number, and effective date.

Telecommunications Company Name:

PNG Telecommunications, Inc. d/b/a PowerNet Global-Communications d/b/a CrossConnect

Address:

100 Commercial Drive City/State/Zip: Fairfield, OH 45014

Unified Business Identification Number (UBI):

601 542 277

(If you don't know your UBI number please contact the Department of Licensing at 360-664-1400)

#### **Regulatory Contact:**

Name:

Stacy Lewis, Assistant Counsel

Phone Number: 513-645-4942

Fax Number: 513-645-4960

E-Mail: slewis@pngmail.com

A complete copy of the company's Price List is available at this website address: www.powernetglobal.com

Place the service(s) will be provided: The Company provides interexchange service throughout Washington and provides local service in the Owest Communications service territory of Washington.

WUTC should refer requests for information regarding consumer questions and/or complaints to the following company representative:

PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a

CrossConnect, Solutions

Department

Title:

N/A

Phone Number: 800-860-9495

Fax Number: 888-715-9495

E-Mail: Solutions@pngcom.com

Issued: May 5, 2005

Issued by:

Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014

CANCELLED - Withdrawn pursuant to Senute Bill 6473, per UT-070629 Effective June 30, 2007

PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect Washington UTC Price List No. 3 Original Page No. 2

#### TELECOMMUNICATIONS SERVICES PROVIDED:

<b>V</b>	Local Exchange Service		Data Services						
1	Calling Cards	1	Prepaid Calling Cards						
	Alternate Operator Services	1	Directory Assistance						
~	Long Distance InterLATA	1	WATS (800/888)						
~	Long Distance IntraLATA								
<b>V</b>	Other, please specify Bundled local, long distance and custom calling service plans.								

Indicate limitations, terms, or conditions and all rates, charges, or prices for the services being offered.

Please see pages 3 et seq. att

Issued: May 5, 2005

Issued by:

Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014

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PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect

Washington UTC Price List No. 3 Original Page No. 3

This Price List No. 3 Replaces Tariff No. 2 in its Entirety

# WASHINGTON TELECOMMUNICATIONS PRICE LIST

applicable to

Reseller and Facilities-Based Competitive Local Exchange and Interexchange Carrier Services

provided by

PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect

UBI No. 601 542 277

This Price List ("Price List") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed resold and facilities-based Local Exchange and Interexchange telecommunications Services provided by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConncetwithin the State of Washington. This Price List is on file with the Washington Utilities and Transportation Commission ("Commission"). Copies may be inspected during normal business hours at Company's principal place of business, 100 Commercial Drive, Fairfield, Ohio 45014.

This Price List also may be viewed on the Company's web site: http://www.powernetglobal.com

Issued: May 5, 2005

Issued by:

Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014

Washington UTC Price List No. 3 3<sup>rd</sup> Revised Page No. 4 Replaces 2<sup>nd</sup> RevisedPage No. 4

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All of the pages of this Price List are effective as of the date shown at the top of the page. Original and revised pages as named below comprise all changes from the original Price List

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25	Original	55	Original	85	Original
26	Original	56	Original	86	1st Revised
27	Original	57	Original	87	Original
28	Original	58	Original	88	1 <sup>st</sup> Revised
29	Original	59	Original	89	1 <sup>st</sup> Revised
30	Original	60	Original	90	1 <sup>st</sup> Revised

<sup>\*</sup> Indicates page included in this filing

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Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014 Effective: December 1, 2005

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Effective: July 11, 2005 Bernie Stevens, President

100 Commercial Drive Fairfield, OH 45014

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Effective: May 16, 2005

#### **CONCURRING CARRIERS**

This Price List incorporates by reference and/or concurs with selected exchanges and local calling areas set forth in the Exchange and Network tariff of Qwest Corporation as currently filed with the Commission.

#### **EXPLANATION OF SYMBOLS**

When changes are made in any Price List page, a revised page will be issued replacing the Price List page affected. Changes will be identified on the revised page through the use of the following symbols.

- (C) to signify changed conditions or regulation.
- (D) to signify discontinued rate, regulation or condition.
- (I) to signify increase.
- (K) to signify that material has been transferred to another Page or place in the Price List.
- (M) to signify that material has been transferred from another page or place in the Price List.
- (N) to signify new rate, regulation, condition or page
- (O) to signify no change<sup>1</sup>
- (R) to signify reduction.
- (T) to signify a change in the text for clarification.

The use of the symbol "O" shall be discretionary unless specifically requested by the Commission.

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#### PRICE LIST FORMAT

- A. Page Numbers. Page numbers appear in the upper right hand corner of the pages. Pages are numbered sequentially. From time to time new pages may be added to the Price List. When a new page is added, a decimal is added to the preceding page number. for example, a new page added between pages 5 and 6 would be numbered 5.1.
- **B.** Page Revision Numbers. Revision numbers also appear in the upper right comer of pages. These numbers are used to determine the most current page version on file with the Commission. for example, the 4<sup>th</sup> Revised Page No. 14 cancels the 3<sup>rd</sup> Revised Page No. 14.
- C. Paragraph Numbering Sequence. There are eight levels of paragraph coding. Each level of coding is subservient to its next higher level, as shown by the following sequence:

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2.1.1.a.I(a)(i)(a)

Check Pages - When a Price List filing is made with the Commission, an updated Check Page accompanies the Price List filing. the Check Page lists the pages contained in the Price List with a cross-reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). the Price List User should refer to the latest Check Page to find if a particular page is the most current on file with the Commission.

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PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect

Washington UTC Price List No. 3 Original Page No. 15

#### SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Certain terms used generally throughout this Price List are defined in this Section. Other terms having reference only to a specific Service offered by PNG may be defined in the sections applicable to that Service.

Access Line: a circuit providing Exchange Service between a customer's standard network interface and a serving switching center.

Ancillary Services: means all local service features excluding basic service.

Applicant: the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to PNG for Services provided pursuant to this Price List.

Authorized User: a person, firm, corporation or other legal entity authorized by the provider of Service to use the Service being provided.

Basic Service: Service that includes the following:

- Single-party Service;
- · Voice grade access to the public switched network;
- Support for local use;
- Dual tone multifrequency signaling (touch-tone);
- Access to emergency Services (E911);
- · Access to operator services;
- Access to Interexchange services;
- · Access to directory assistance; and
- Toll limitation services.

Business Customer: a Business Customer is a Customer who subscribes to the PNG's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

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PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect

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### SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued

Business Service: Service will be classified as Business Service if:

- A. the Service is used primarily or substantially for a paid commercial, professional or institutional activity; or
- B. the Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay, or
- C. the Service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Called Station: the terminating point of a call (i.e., the called number).

Carrier: an entity certified by the Washington Utilities and Transportation Commission ("WUTC") to provide telecommunications services within Washington. Companies providing telecommunications services but for which certification is not required by WUTC are also included in this definition.

Central Office: a switching unit, in one location of a telecommunications system providing service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting lines. More than one Central Office may be located in the same building.

Channel: a communications path between two or more points of termination.

Class of Service: the term used in describing Exchange Service with respect to the character of use to be made of such service. PNG furnishes two classes of Service: Residence and Business. the classification of a Customer's Service as Business or Residential is determined by these regulations, which define the character of use for rate purposes.

Commission: the Washington Utilities and Transportation Commission ("WUTC").

Company: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("PNG")

CPE: Customer Provided Equipment

**Customer**: the individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which contracts for telephone Service and is responsible for the payment of charges and compliance with the rules and regulations of PNG.

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PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect

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#### SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued

Customer Premises: a location(s) designated by the Customer for the purposes of connecting to Company's Services.

**Directory Listing**: the publication in alphabetical directory published by an incumbent LEG of information relative to a subscriber's telephone number, by which telephone Users are enabled to ascertain the telephone number of a desired telephone.

**Disconnect or Disconnection**: the termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

**Discontinue**, **Discontinuation or Discontinuance**: means the termination of service to a Customer.

End User: Any person, firm, corporation, partnership or other entity which uses the Services of PNG under the provisions and regulations of this Price List. the End User is responsible for payment unless the charges for the Services utilized are accepted and paid by another Customer.

**Exchange**: a basic unit for the administration of communication services in a specified area, called the Exchange Area. It usually consists of one or more Central Offices together with the associated plant used in furnishing communication service in that area.

Exchange Area: the territory included within the boundaries of an Exchange, as shown on maps on file with the Commission

**Exchange Service**: the furnishing of telecommunications service to individual Residence and Business Customers within a specified geographical area for Local Exchange Service.

Facility or Facilities: Includes, in the aggregate or otherwise, but is not limited to, the following:

Channels Apparatus

Lines Devices

Equipment

Accessories

Communications paths

Systems

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

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PNG Telecommunications, Inc. d/b/a PowerNet Global Communications d/b/a CrossConnect

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# SECTION 1 - DEFINITIONS AND ABBREVIATIONS, Continued

Force Majeure: Causes beyond Company's control, including but not limited to: acts of God, fire, flood explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrection, riots, wars, unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, fraudulent acts of a third party, or other labor difficulties.

Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

**Installation Charges**: Charges, which are assessed on a non-recurring basis at the establishment of a Service. the terms "installation charges" and "non-recurring charges" are used inter-changeably within this Price List to refer to non-variable charges.

Interexchange: Telephone calls, traffic, facilities or other items that originate in one Exchange and terminate in another.

**InterLATA**: a term used to describe services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

InterLATA Toll Service: a toll service provided for the purpose of making InterLATA calls.

IntraLATA: a term used to describe Services, revenues, functions, etc., that relate to telecommunications that originate and terminate within the same LATA.

IntraLATA Toll Service: a toll Service provided for the purpose of making toll calls that originate and terminate in the same LATA but that terminate outside of the Customer's Local Calling Area.

Joint User: an individual, partnership, association or corporation sharing a customer's Exchange Service according to the provisions of this Price List for such shared use.

Local Access and Transport Area (LATA): a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 or any other geographical area designated as a LATA in the National Exchange Carrier Association, Inc. tariff F.C.C. No. 4 or its successor tariffs.

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#### SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued

Local Calling Area: One or more rate centers within which a customer can place calls without incurring long-distance (toll) charges.

Local Exchange Carrier: a company which furnishes Local Exchange telecommunications Service.

Local Exchange Service: the furnishing of telecommunications Service to individual Residence and Business Customers within a specified geographical area for Basic Local Exchange Service.

Local Exchange Service Area: the area within which a Customer may make calls without payment of message toll charges. A Local Exchange Service Area may include one or more Exchange Areas of the Company or of other telephone companies.

PNG: PNG Telecommunications, Inc. d/b/a PowerNet Global Communications

**Premises:** the building, or portion or portions of a building, occupied at one time by a customer either as a residence or for business use.

**Primary Line:** the initial local Exchange line per account.

**Residence Location**: a place in which a person actually lives continuously and which is considered to be the person's home.

**Residential Customer**: a Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person's dwelling.

**Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

- A. the use of the Service is primarily and substantially of a social or domestic nature, and
- B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of he same Premises.

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# SECTION 1 – DEFINITIONS AND ABBREVIATIONS, Continued

Secondary Line: the second or additional local Exchange line, billed to the same address as the Primary Line. Service Surcharge: an additional sum added to the usual amount or cost. Station: Telephone equipment from or to which calls are placed.

Service(s): the intrastate telecommunications Services that Company offers as set forth in this Price List.

Service Commencement Date: the day following the date on which PNG notifies the Customer that the Service or Facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or Facility does not conform to standards set forth in this Price List or the Service Order.

**Trunk**: a communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

User: a Customer or any other person authorized by the Customer to use Service provided under this Price List.

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#### SECTION 2 - RULES AND REGULATIONS

#### 2.1. UNDERTAKING OF PNG

#### 2.1.1. Scope

PNG undertakes to furnish communications Service pursuant to the terms of this Price List in connection with the provision of Washington, intrastate communications Services, specifically, both reseller and Facilities-based competitive Local Exchange Services, local toll Services and long distance services.

Customers and Users may use Services and Facilities provided under this Price List to obtain access to services offered by other service providers. PNG is responsible under this Price List only for the Services and Facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to PNG network in order to originate or terminate its own services, or to communicate with its own customers.

#### 2.1.2. Shortage of Equipment or Facilities

- A. PNG reserves the right to limit or to allocate the use of existing Facilities, or of additional Facilities offered by PNG, when necessary because of lack of Facilities, or due to some other causes beyond PNG's control.
- B. the furnishing of Service under this Price List is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the capacity of PNG's Facilities as well as Facilities PNG may obtain from other Carriers to furnish Service from time to time as required at the sole discretion of PNG.
- C. Notwithstanding anything else in this Section 2.1.2, the quality of Service will meet or exceed the minimum standards set forth in the Commission's rules and regulations as amended from time to time.

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### SECTION 2 - RULES AND REGULATIONS, Continued

### 2.1. UNDERTAKING OF PNG, Continued

#### 2.1.3. Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, for the purpose of computing charges in this Price List, a month is considered to have 30 days.
- B. Customers may be required to enter into written Service orders, which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by PNG.
- C. at the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service order and this Price List prior to termination. the rights and obligations, which by their nature extend beyond the termination of the term of the Service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer according to the provisions of WAC 480-120-061 and Section 2.9.1 of this Price List
- E. This Price List shall be interpreted and governed by the laws of the State of Washington regardless of its choice of laws provision.
- F. No other telecommunications provider may interfere with the right of any person or entity to obtain Service directly from PNG. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any Services in order to have the right to obtain Service directly from PNG.

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## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.1. UNDERTAKING OF PNG, Continued

#### 2.1.3. Terms and Conditions, Continued

G. to the extent that either PNG or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other Facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which PNG makes similar Facilities under its control available to its customers, at the reasonable request of either party, PNG and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

#### 2.1.4. Liability of PNG

Because the Customer has exclusive control of its communications over the Services furnished by PNG, and because interruptions and errors incident to these Services are unavoidable, the Services PNG furnishes are subject to the terms, conditions, and limitations specified in this Price List and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Price List.

A. Liability for Service Provision - the liability of PNG for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount equal to no more than the proportionate charge (based on the rates then in effect) for the Service during the period of time in which the Service is affected, the extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of PNG. PNG will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment, or Facilities, or the acts or omissions or negligence of PNG's employees or agents.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.1. UNDERTAKING OF PNG, Continued

# 2.1.4. Liability of PNG, Continued

- B. Liability for Failure of Performance PNG shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government or any state and local governments having or claiming jurisdiction over PNG, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties when it does not involve PNG's employees.
- C. Acts or Omissions of Others PNG shall not be liable for any act or omission of any entity furnishing to PNG or to PNG's Customers facilities or equipment used for or with the Services PNG offers.
- D. Fault of Customer or Customer Equipment PNG shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- E. Explosive Atmosphere PNG does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere, the Customer indemnifies and holds PNG harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. PNG reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this Subsection as a condition precedent to such installations.

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### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.1. UNDERTAKING OF PNG, Continued

### 2.1.4. Liability of PNG, Continued

- F. Damage to Customer Premises PNG is not liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of PNG's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.
- G. Customer's Communications PNG shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of Services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- H. Liability for Acts of Other Carriers or Companies the Company shall not be liable for any act or omission of any other company or companies supplying a portion of the Service, or for damages associated with Service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.
- I. Liability for Transmission Errors the Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company, (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.1. UNDERTAKING OF PNG, Continued

# 2.1.4. Liability of PNG, Continued

- J. Disconnection of Service the Company shall not be liable for the Disconnection of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Disconnection of Service complied with the applicable rules and regulations; or
- K. Violations of the Customer- the Company shall not be liable for violations of the obligations of the Customer under this Price List; or
- L. Interruption the Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Price List; or
- M. Loss, Destruction or Damage the Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or
- N. Unlawful Acts the Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.
- O. Disclosure the Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Price List, so long as Company has complied with any applicable rules and regulation related thereto; or
- P. Fees the Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Price List; or

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# SECTION 2 - RULES AND REGULATIONS, Continued

### 2.1. UNDERTAKING OF PNG, Continued

# 2.1.4. Liability of PNG, Continued

- Q. Caller ID Blocking the Company shall not be liable for any failures, errors malfunctions or omissions of Caller ID Blocking whether or not arising from or relating to any ordinary negligence or other conduct by Company; or
- R. Unauthorized Use the Company shall not be liable for any unauthorized use of the Service provided to Customer.
- S. PNG MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR a PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- T. Connection to the Company's Network - the Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. the Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

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#### SECTION 2 – RULES AND REGULATIONS, Continued

#### 2.1. UNDERTAKING OF PNG, Continued

#### 2.1.4. Liability of PNG, Continued

- U. the SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR a PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.
- V. Errors in Billing the liability of Company for errors in billing that result in overpayment by the Customer will be limited as set forth in RCW. 80.04.230 and 80.04.240 and Section 2.6.2(O) of this Price List.
- W. Provision of Service the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer or for any failure to provide or maintain Service at any particular performance level.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.1. UNDERTAKING OF PNG, Continued

#### 2.1.4. Liability of PNG, Continued

X. Emergency 911 Number Service

With respect to emergency 911 number Service:

- 1. This Service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. the Company is not responsible for any losses, claims, demands, suites or any liability whatsoever, 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: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this Service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this Service.
- 2. Neither is the Company 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 emergency 911 Service features and the equipment associated therewith, or by any Services furnished by the Company 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 emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of any one of them.
- 3. Access to 911 Service will be maintained during temporary Disconnections for non-payment of a Residential Subscriber's local Service

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# SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.1. UNDERTAKING OF PNG, Continued

#### 2.1.4. LIABILITY OF PNG, Continued

- Y. Directory Listings In the absence of gross negligence or willful misconduct, Company has no liability for damages arising from errors, mistakes in or omissions of Directory Listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof.
  - Cost and Time the Company's liability arising from errors or omissions in Directory Listings shall be limited to the actual cost to the Customer for the Directory Listing during a given period of time. There is no liability to the Company and there will be no recovery by a Customer for loss of business to a Customer for errors or omissions in Directory Listings.
  - 2. Private and Semi-Private Listings In conjunction with private and semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number. the Company will try to prevent the disclosure of the number of such telephone, but will not be liable in any manner should such number be divulged.
  - 3. Non-Published Listings and Emergency Calls When a Customer with a non-published telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such government authority. by subscribing to Service under this Price List, the Customer acknowledges and agrees with the release of information under the provisions as described above.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.1. UNDERTAKING OF PNG, Continued

### 2.1.5. Provision of Equipment and Facilities

- A. PNG shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Price List. PNG does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. PNG shall use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer the Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the Facilities or equipment installed by PNG, except upon the written consent of PNG.
- C. PNG may substitute, change any equipment or Facility at reasonable times, but shall not thereby alter the technical parameters of the Service provided the Customer.
- D. Equipment PNG provides or installs at the Customer Premises for use in connection with the Services PNG offers shall not be used for any purpose other than that for which it was provided by PNG.
- E. the Customer shall be responsible for the payment of Service charges as set forth herein for visits by PNG's agents or employees to the Premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than PNG, including but not limited to the Customer.
- F. PNG shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the Facilities furnished pursuant to this Price List, the responsibility of PNG shall be limited to the furnishing of Facilities offered under this Price List and to the maintenance and operation of such Facilities. Subject to this responsibility, PNG shall not be responsible for:
  - I. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - II. the reception of signals by Customer-provided equipment.

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#### SECTION 2 – RULES AND REGULATIONS, Continued

#### 2.1. UNDERTAKING OF PNG, Continued

#### 2.1.6. Non-Routine Installation

at the Customer's request, installation and/or maintenance may be performed outside PNG's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to PNG will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, Holidays, and/or night hours, additional charges may apply.

#### 2.1.7. Special Construction

Subject to the agreement of PNG and to all of the regulations contained in this Price List, special construction of Facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Facilities are not presently available, and there is no other requirement for the Facilities so constructed;
- B. of a type other than that which PNG would normally utilize in the furnishing of its Services;
- C. over a route other than that which PNG would normally utilize in the furnishing of its Services;
- D. in a quantity greater than that which PNG would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent Facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

#### 2.1.8. Ownership of Facilities

Title to all Facilities in accordance with this Price List remains in PNG, its agents or contractors.

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# SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.2. PROHIBITED USES

#### 2.2.1. Services of PNG

the Services PNG offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

### 2.2.2. Business Applications

PNG may require business Applicants for Service who intend to use PNG's offerings for resale and/or for shared use to file a letter with PNG confirming that their use of PNG's offerings complies with relevant laws and Washington Utilities and Transportation Commission regulations, policies, orders, and decisions.

#### 2.2.3. Shut Down Transmission

PNG may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

#### 2.2.4. Transfer of Service

A Customer, Joint User, or Authorized User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company.

# 2.2.5. Company Provided Equipment

Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.2. PROHIBITED USES, Continued

# 2.2.6. Service Used for Compensation

Service may not be used for any purpose for which the Customer receives any payment or other compensation, except when the Customer is a duly authorized and regulated common Carrier. This provision does not prohibit an arrangement between the Customer or Authorized User to share the cost of Service.

# 2.2.7. Service Used to Annoy or Harass

Service may not be used in any manner so as to annoy, abuse, threaten, or harass other persons.

# 2.2.8. Service Used for Lewd or Obscene Purposes

Service shall not be used to make any oral or written comment, request, suggestion or proposal, or to transmit any nonverbal material, which is obscene, lewd, lascivious, filthy, or indecent, regardless of the format or avenue of transmitting the indecent or obscene material (e.g., 900 or 999 service).

#### 2.2.9. Service Used for Impersonation

Service shall not be used to impersonate another person with fraudulent or malicious intent.

### 2.2.10. Service Used Without Payment

the use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

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# SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.2. PROHIBITED USES, Continued

### 2.2.11. Rights and Titles Remain with Company

Except as provided by law, Commission regulations or the Federal Communications Commission's regulations, the Customer obtains no property right or interest in the use of any specific type of Facility, Service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with Company.

### 2.2.12. Use of Resold Services from Other Providers

Customer's use of any resold service obtained from other service providers is also subject to any applicable restrictions in the underlying provider's publicly available tariffs.

### 2.2.13. Use That Interferes with Other Customers

If a Customer's use of Service interferes unreasonably with the Service of other Customers, the interfering Customer will be required to take Service in sufficient quantity or of a different class or grade.

# 2.2.14. Use for Solicitation by 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.

#### 2.2.15. Use for Clerical Services

A Business Customer may extend Service capable of two-way communication to the location of another Business Customer for the purpose of performing clerical services which include the answering and originating of telephone calls. All regulations governing use of Service and the charges normally associated with the equipment and Channels involved are applicable.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.3. OBLIGATIONS OF THE CUSTOMER

#### 2.3.1. General

- A. Payment of Bills and Charges
  - I. the Customer is responsible for the payment of all applicable charges pursuant to this Price List;
  - II. the Customer is responsible for the payment of charges for visits by Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of Services and equipment by the Customer or Authorized User.
  - III. the Customer is responsible for the payment of any bills for Services and for the resolution of any disputes or discrepancies with Company. Company has no responsibility with respect to billings, charges or disputes related to services used by Customer which are not included in Services herein including, without limitation, any local, regional and long distance services not provided by Company.
- B. the Customer is responsible for compliance with applicable regulations set forth in this Price List.
- C. the Customer shall be responsible for 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 Company Facilities and equipment in any Customer Premises or the rights of way for which the Customer is responsible under Section 2.4 and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of the Company.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

# 2.3.1. General, Continued

- D. the Customer is responsible for damage to or loss of PNG'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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of PNG;
- E. Customer will return to Company within five (5) days of termination of Service all Company-provided equipment. All returned equipment must be in the same condition as when delivered to the Customer by Company. Upon demand, Customer will reimburse Company for any costs incurred by Company due to Customer's failure to comply with this Section.
- F. the Customer is responsible for providing at no charge, as specified from time to time by PNG, any needed personnel, equipment space and power to operate Company Facilities and equipment installed on the Premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;
- G. the Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of PNG-provided Facilities, shall be borne entirely by, or may be charged by PNG to, the Customer. PNG may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service;

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

### 2.3.1. General, Continued

- H. the Customer is responsible for providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which Company employees and agents shall be installing or maintaining PNG's Facilities and equipment, the Customer may be required to install and maintain Company Facilities and equipment within a hazardous area if, in PNG's opinion, injury or damage to PNG's employees or property might result from installation or maintenance by PNG, the Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- I. the Customer is responsible for 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 Company Facilities and equipment in any Customer Premises or the rights-of-way for which Customer is responsible under Section 2.3.1(G); and granting or obtaining permission for Company agents or employees to enter the Premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the Facilities or equipment of PNG;
- J. the Customer is responsible for not creating any liens or other encumbrances on PNG's equipment or Facilities; and
- K. the Customer is responsible for making Company Facilities and equipment available periodically for maintenance purposes at a time agreeable to both PNG and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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### SECTION 2 – RULES AND REGULATIONS, Continued

### 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

#### 2.3.1. General, Continued

#### L. Identification

- I. Upon Company request, the Customer must verify the name(s) of Authorized Users allowed to request and use the Customer's Service.
- II. the Customer is responsible for establishing identity as often as is necessary during the course of the call or when seeking credits from Company.
- M. A Customer or Authorized User may not represent in any way that the relationship between Customer or Authorized User and Company is anything other than one of customer and supplier, respectively. Nothing in this Price List gives Customer or Authorized Users any authority to bind or otherwise incur liability on behalf of Company. Nothing in this Price List constitutes an endorsement by Company of any activity, service or product of Customer or Authorized Users.
- N. the Customer is responsible for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. the unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's Premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over Company's network without the authorization of the Customer.

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### SECTION 2 - RULES AND REGULATIONS, Continued

## 2.3. OBLIGATIONS OF THE CUSTOMER, Continued

#### 2.3.2. Claims

- A. With respect to any Service or Facility provided by PNG, Customers shall indemnify, defend and hold harmless PNG from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees for:
  - I. Any loss, destruction or damage to the property of PNG or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, 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
  - II. Any claim, loss, damage, expense or liability for 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, including, without limitation, use of PNG's Services and Facilities in a manner not contemplated by the agreement between the Customer and PNG.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.4. CUSTOMER EQUIPMENT AND CHANNELS

#### 2.4.1. General

A Customer may transmit or receive information or signals via the Facilities of PNG. PNG's Services are designed primarily for the transmission of voice-grade or data telephonic signals, except as otherwise stated in this Price List. A Customer may transmit any form of signal that is compatible with PNG's equipment, but PNG does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic and data communication except as specifically stated in this Price List.

#### 2.4.2. Station Equipment

- A. Terminal equipment on the Customer's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, the Customer is responsible for the provision of wiring or cable to connect its terminal equipment to PNG Pont of Connection.
- B. the Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and Facilities is compatible with such equipment and Facilities, the magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to PNG-provided equipment and wiring or injury to PNG's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by PNG at the Customer's expense.
- C. the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a Service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a Service temporarily if such action is reasonable under the circumstances.
- D. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for Service interruptions as set forth in Section 2.7 following is not applicable.

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### SECTION 2 – RULES AND REGULATIONS, Continued

# 2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

#### 2.4.3. Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of PNG used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services 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 price lists of the other communications Carriers that are applicable to such connections.
- C. Facilities furnished under this Price List may be connected to Customer-provided terminal equipment in accordance with the provisions of this Price List. All such terminal equipment shall comply with all applicable federal and state legal and regulatory requirements; and all Customer-provided wiring shall be installed and maintained in compliance with all such legal and regulatory requirements.
- D. Customers may interconnect communications facilities that are used in whole or in part for interstate communications to Services provided under this Price List only to the extent that the Customer is an "End User" as defined below:

"End User" means any customer of an interstate or foreign telecommunications service that is not a Carrier except that a Carrier other than a telephone company shall be deemed to be an "End User" when such Carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "End User" if all resale transmissions offered by such reseller originate on the Premises of such reseller."

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#### SECTION 2 – RULES AND REGULATIONS, Continued

# 2.4. CUSTOMER EQUIPMENT AND CHANNELS, Continued

# 2.4.4. Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, PNG may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2 B for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned Facilities and equipment.
- B. If the protective requirements for Customer-provided equipment are not being complied with, PNG may take such action as it deems necessary to protect its Facilities, equipment, and personnel. PNG will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify PNG of the action taken. If the Customer fails to do this, PNG may take whatever additional action is deemed necessary, including the suspension of Service, to protect its Facilities, equipment and personnel from harm.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.5. ESTABLISHMENT OF SERVICE

# 2.5.1. Application for Service

- A. Application an Applicant for Service may be required by the Company in its sole discretion to sign an application form requesting the Company to furnish facilities or Service in accordance with the rates, charges, rules and regulations as set forth in this Price List. This application for Service, where required by the Company, together with the provisions of this Tariff, establishes the Contract between the Company and the Customer, which may not be assigned or transferred in any manner.
- B. Reestablishment after Termination If Customer's Service has been terminated, Service will be reestablished in accordance with WAC 480-120-173 and Section 2.11 of this Price List.
- C. Refusal to Connect or Provide Service

the Company may refuse to connect with, or provide Service to, an Applicant under the following conditions, in accordance with the provisions of WAC 480-120-061:

- I. When Service will adversely affect the Service to existing Customers.
- II. When the installation is considered hazardous.
- III. When the Applicant has not complied with Commission rules, Company tariff or Price List, and state, county, or municipal codes concerning the provision of telecommunications service such as building and electrical codes.

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# SECTION 2 - RULES AND REGULATIONS, Continued

- 2.5. ESTABLISHMENT OF SERVICE, Continued
- 2.5.1. Application for Service/Service Order, Continued
  - C. Refusal to Connect or Provide Service, Continued
    - IV. When the Company is unable to substantiate the identity of the individual requesting Service.

the Company will allow the Applicant to substantiate identity with one piece of identification chosen from a list, provided by the Company, of at least four sources of identification, including a current driver's license or other picture identification.

- V. When the Applicant has previously received Service from the Company by providing false information, including false statements of credit references or employment, false statement of premises address, or use of an alias or false name with intent to deceive, until the Applicant corrects the false information to the satisfaction of the Company.
- VI. When the Applicant owes an overdue, unpaid prior obligation to the Company for the same Class of Service, until the obligation is paid or satisfactory arrangements are made.
- VII. When the Applicant requests Service at an address where a former Customer is known to reside with an overdue, unpaid prior obligation to the Company for the same Class of Service at that address and the Company determines, based on objective evidence, that the Applicant has cooperated with the prior Customer with the intent to avoid payment. However, the Company will not deny Service if a former Customer with an overdue, unpaid prior obligation has permanently vacated the address.

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### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.5. ESTABLISHMENT OF SERVICE, Continued

#### 2.5.1. Application for Service/Service Order, Continued

- C. Refusal to Connect or Provide Service, Continued
  - VIII. When all necessary rights of way, easements, and permits have not been secured.
    - (a) the Company is responsible for securing all necessary public rights of way, easements, and permits, including rights of way on every highway as defined in RCW 36.75.010(11) or created under RCW 36.75.070 or 36.75.080.
    - (b) the Applicant is responsible for securing all necessary rights of way or easements on private property, including private roads or driveways as defined in RCW 36.75.010(10). A private road or driveway is one that has been ascertained by the Company not to be public.
  - IX. When the Service requested is not available pursuant to Section 2.1.2 of this Price List.

#### A. Residential Services

I. Generally

Pursuant to WAC 480-120-122, this section applies only to the provision of Residential Services. PNG may require an Applicant or Customer of Residential Local Service to pay a local Service deposit as provided in section 2.6.4 of this Price List. This section applies only to original applications or restorations of the lowest level of Basic Local Service.

PNG reserves to its sole and reasonable judgment the determination of whether a Customer has established credit for services other than Basic Local Service.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.5. ESTABLISHMENT OF SERVICE, Continued

#### 2.5.2 Establishment of Credit

- A. Residential Services, Continued
  - II. Methods of Establishing Credit for Residential Basic Local Service PNG will consider that an Applicant for or Customer of Basic Local Service has established credit unless:
    - (a) the Applicant or Customer has received two or more delinquency notices for basic Service during the last twelve month period with PNG or another company; or
    - (b) the Applicant or Customer has had basic Service Discontinued by any telecommunications company; or
    - (c) the Applicant or Customer has an unpaid, overdue basic Service balance owing to any telecommunications company; or
    - (d) the Applicant's or Customer's Service is being restored following a Discontinuation for nonpayment or acquiring Service through deceptive means; or
    - (e) If the Applicant or Customer has been disconnected for taking service under deceptive means as described in WAC 480-120-172.

#### B. Business Services

PNG may require a business Applicant or Customer to demonstrate satisfactory credit by reasonable means appropriate under the circumstances.

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# SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.6. PAYMENT ARRANGEMENTS

## 2.6.1. Payment for Service

A. Facilities and Service Charges

the Customer is responsible for the payment of all charges for Facilities and Services furnished by PNG to the Customer and to all Authorized Users of the Customer, regardless of whether those Services are used by the Customer itself or are resold to or shared with other persons. Payment may be made by check, credit card, bank draft or electronic funds transfer.

B. Taxes

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

#### 2.6.2. Billing and Collection of Charges

- A. PNG shall render a bill during each billing period to every Customer. the billing period shall be monthly.
- B. the Customer may access their bill by signing on to PNG's Customer Portal at <a href="https://secure.pngcom.com/customerportal/loginform.php">https://secure.pngcom.com/customerportal/loginform.php</a>. PNG's primary method of rendering and submitting bills is electronic. Those Customers who do not opt to pay their bills via the Customer Portal may receive paper bill. A monthly fee of \$1.00 may be charged to Customers who desire a paper bill. the electronic form of bill on the Customer Portal contains all of the same information as the paper bill as described in Section 2.6.2(K) below.

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# SECTION 2 - RULES AND REGULATIONS, Continued

## 2.6. PAYMENT ARRANGEMENTS, Continued

# 2.6.2. Billing and Collection of Charges, Continued

- C. Non-recurring charges are due and payable from the customer within twenty (20) days after mailing, unless otherwise agreed to in advance.
- D. PNG shall present invoices for recurring charges monthly to the Customer, in advance of the month in which Service is provided, and recurring charges shall be due and payable within twenty (20) days after mailing. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- E. When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro rata basis. for this purpose, every month is considered to have 30 days.
- F. Customers may pay their bills by check, credit card, bank draft or electronic funds transfer. PNG charges Customers \$15.00 for returned or denied payments.
- G. A late payment charge on an overdue bill may be charged on the unpaid balance of the bill at monthly rate of 1.5%.
- H. Billing of the Customer by PNG will begin on the Service Commencement Date. Billing accrues through and includes the day that the Service is Discontinued or the circuit, arrangement or component is Disconnected.
- If Service is Discontinued by PNG in accordance with Section 2.9 of this Price List and later restored, restoration of Service may be subject to all applicable restoration and Installation Charges.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.6. PAYMENT ARRANGEMENTS, Continued

# 2.6.2. Billing and Collection of Charges, Continued

- J. the date of rendition of PNG's Customer bills shall be the date of physical mailing of the bill by PNG. If the last calendar day for remittance falls upon a Sunday, legal holiday, or any other day when the offices of the provider regularly used for the receipt of payment of customer bills are not open to the general public, then the final payment date shall be extended through the next business day. the date of payment of remittance by mail is two days before receipt of the remittance.
- K. PNG's Customer bill will conform with bill format requirements and contain the information required by WAC 480-120-161 subsections (4) through (6),
- L. Pursuant to WAC 480-120-161 (10), unless otherwise specified by the Customer, payments that are less than the total bill balance will be credited first to basic Service, with any remainder credited to any other charges on the bill
- M. Pursuant to WAC 480-120-161, the Company will provide an itemized statement of all charges when requested by a Customer, including, but not limited to, the following:
  - (a) Rates for individual services;
  - (b) Calculations of time or distance charges for calls, and calculations of any credit or other account adjustment; and
  - (c) When itemizing the charges of information providers, the name, address, telephone number, and toll-free number, if any, of the providers.

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# SECTION 2 - RULES AND REGULATIONS, Continued

### 2.6. PAYMENT ARRANGEMENTS, Continued

## 2.6.2. Billing and Collection of Charges, Continued

- N. A Residential Customer shall have the right, within one billing period of receiving a bill for new Services or changed Services, to cancel, reduce, or modify a Service or a portion of a Service without further Service charge.
- O. Pursuant to WAC 480-120-163, the Company will refund overcharges to the Customer with interest, retroactive to the time of the overcharge, up to a maximum of two years, as set forth in RCW 80.04.230 and 80.04.240. This rule does not limit other remedies available to Customers.

#### 2.6.3. Advance Payments

PNG may require a Customer to prepay one billing period's charges for Service as a condition of Service. the advance payment will not exceed an amount equal to the non-recurring charges and three month's Service charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between PNG and the Customer, the advance payment will be credited to the Customer's initial bill, an advance payment may be required in addition to a deposit.

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## SECTION 2 - RULES AND REGULATIONS, Continued

# 2.6. PAYMENT ARRANGEMENTS, Continued

#### 2.6.4. Deposits

#### A. Business Service

the Company will collect and maintain deposits for Business Service in compliance with the provisions of WAC 480-120-123 as follows:

- I. the amount of the deposit will not exceed two months' customary use for an Applicant or Customer with previous verifiable service of the same class, or two months' estimated use for an Applicant or Customer without previous verifiable service. Customary use is calculated using charges for the previous three months' service
- II. the Company may withhold regulated Services until the deposit amount associated with such Services is paid in full.

#### III. Deposit Requirement Notice

- (a) When the Company requests a new deposit or a larger deposit amount after Service has been established, the Company will provide a written notice of the reasons for the request in writing to the Customer, state the date the deposit must be paid, and the actions the Company may take if the deposit is not paid.
- (b) Except for circumstances described in Section 2.6.4(a)(IV) below, the deposit or additional deposit amount may not be due and payable before 5:00 p.m. of the sixth business day after notice of the deposit requirement is mailed or 5:00 p.m. of the second business day following delivery, if the notice is delivered in person to the Customer.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

- 2.6. PAYMENT ARRANGEMENTS, Continued
- 2.6.4. Deposits, Continued
  - A. Business Service, Continued
    - IV. Deposit Request for High Toll
      - (a) the Company may require a Customer to pay a new or additional deposit amount to advanced toll charges when the Customer's toll charges exceed the amount currently held as an interexchange deposit, or exceed customary use over the previous six months by twenty dollars or by twenty percent, whichever is greater. the Company may toll restrict a Customer's Services if the Customer is unable pay the toll or deposit amount.
      - (b) When a Customer has exceeded the toll levels outlined in (a) of this subsection, the Company may require payment before the close of the next business day following delivery of either written or oral notice to the Customer indicating that failure to pay one of the following may result in toll restriction of the Customer's Service. the Customer must be given the option to pay one of the following:
        - (i) All outstanding toll charges specified in the notice;
        - (ii) All toll charges accrued to the time of payment providing the Customer was notified the Customer would be liable for all unbilled toll charges that accrued between the time of the notice and time of the payment; or
        - (iii) Payment of a new or additional deposit in light of the Customer's actual use based upon two months' customary use.

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### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.6. PAYMENT ARRANGEMENTS, Continued

# 2.6.4. Deposits, Continued

#### B. Residential Service

- I. the Company will collect and maintain deposits for Residential Services pursuant to the provisions of WAC 480-120-122, as follows:
  - (a) If the Applicant or Customer has received two or more delinquency notices for basic Service during the last twelve month period with that Company or another Company;
  - (b) If the Applicant or Customer has had basic Service Discontinued by any telecommunications company;
  - (c) If the Applicant or Customer has an unpaid, overdue basic service balance owing to any telecommunications company;
  - (d) If the Applicant's or Customer's Service is being restored following a Discontinuation for nonpayment or acquiring Service through deceptive means under WAC 480-120-172; or
  - (e) If the Applicant or Customer has been disconnected for taking Service under deceptive means as described in WAC 480-120-172.
- II. the Company may require an Applicant or Customer of Ancillary Services to demonstrate satisfactory credit by reasonable means or pay a deposit consistent with Sections 2.6.4(B)(III) and (IV) below. the Company will inform Applicants that local Service cannot be withheld pending payment of a deposit for Ancillary Services.
- III. the amount of the deposit will not exceed two (2) months' customary use for an Applicant or Customer with previous verifiable service of the same class, or two months' estimated use for an Applicant or Customer without previous verifiable service. Customary use is calculated using charges for the previous three months' service.

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# SECTION 2 – RULES AND REGULATIONS, Continued

## 2.6. PAYMENT ARRANGEMENTS, Continued

#### 2.6.4. Deposits, Continued

- B. Residential Service, Continued
  - IV. When an Applicant or Customer is required to pay a basic Service deposit or an interexchange deposit, but is unable to pay the entire amount in advance of connection or continuation of Service, the following will apply:
    - (a) the Customer may pay fifty percent (50%) of the requested deposit amount before installation or continuation of Service, with the remaining amount payable in equal amounts over the following two months; or
    - (b) Where technology permits, the Applicant or Customer must be allowed the option of accepting toll-restricted basic Service in lieu of payment of the deposit. the Company must not charge for toll restriction when it is used as an alternative to a deposit.

the Company must remove toll restriction unless the Customer requests to retain it when a Customer makes full payment of the requested interexchange Carrier deposit or pays fifty percent (50%) of the requested deposit and enters into payment arrangements as provided for in Section 2.6.4(B)(IV)(a) above.

V. the Company may require an Applicant or Customer to pay a deposit equal to two (2) months' charges for ancillary service before providing or continuing Ancillary Services.

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# SECTION 2 – RULES AND REGULATIONS, Continued

- 2.6. PAYMENT ARRANGEMENTS, Continued
- 2.6.4. Deposits, Continued
  - B. Residential Service, Continued
    - VI. the Company may require an Applicant or Customer to pay a deposit if it finds that Service was provided initially without a deposit based on incorrect information and the Customer otherwise would have been required to pay a deposit.
      - (a) When the Company requests a new deposit or a larger deposit amount after Service has been established, the Company will provide a written notice to the Customer listing the reason(s) for the request, the date the deposit must be paid, and the actions the Company may take if the deposit is not paid.
      - (b) Except for circumstances described in Sections 2.6.4(B)(VII) and (IX) below, the deposit or additional deposit amount may not be due and payable before 5:00 p.m. of the sixth business day after notice of the deposit requirement is mailed or 5:00 p.m. of the second Business Day following delivery, if the notice is delivered in person to the Customer.
    - VII. the Company may require a Customer to pay unbilled toll charges or pay a new or additional deposit amount when the Customer's toll charges exceed thirty dollars, or exceed customary use over the previous six months by twenty dollars or by twenty percent, whichever is greater the Company may toll-restrict a Customer's Services if the Customer is unable pay the toll or deposit amount.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

- 2.6. PAYMENT ARRANGEMENTS, Continued
- 2.6.4. Deposits, Continued
  - B. Residential Service, Continued
    - VIII. When a Customer has exceeded the toll levels outlined in subsection VII above, the Company may require payment before the close of the next business day following delivery of either written or oral notice to the Customer indicating that failure to pay one of the following may result in toll restriction of the Customer's Service. the Company must give the Customer the option to pay one of the following:
      - (a) All outstanding toll charges specified in the notice; or
      - (b) All toll charges accrued to the time of payment providing the Customer was notified the Customer would be liable for all unbilled toll charges that accrued between the time of the notice and time of the payment; or
      - (c) Payment of a new or additional deposit in light of the Customer's actual use based upon two months' customary use.
    - IX. When an Applicant does not have a customary utilization amount from a previous service, the Company may request that the Applicant estimate the greatest monthly toll amount the Applicant expects to use. If the Company asks for an estimate, the Company will explain that if the Customer's toll charges exceed the amounts in 2.6.4(B)(VII) of this subsection, the Company may toll restrict or require a deposit as permitted in this subsection.

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#### SECTION 2 – RULES AND REGULATIONS, Continued

#### 2.6. PAYMENT ARRANGEMENTS, Continued

#### 2.6.4. Deposits, Continued

- B. Residential Service, Continued
  - X. Guarantee in Lieu of Deposit

Pursuant to the provisions of WAC 480-120-124, when a Residential Applicant or Customer cannot establish credit or cannot pay a deposit or deposit extended payments, the Applicant or Customer may furnish a guarantor who will secure payment of bills for service requested in a specified amount not to exceed the amount of required deposit. the company may require that the guarantor:

- (a) Reside in the state of Washington;
- (b) Currently have Service with the Company requesting the deposit; and
- (c) Have an established satisfactory payment history for each class of Service being guaranteed.
- C. A Deposit may be required in addition to an Advance Payment.
- D. Interest on Deposits

Pursuant to WAC 480-120-128, the Company will pay interest on deposits calculated:

- 1. for each calendar year, at the rate for the one-year Treasury Constant Maturity calculated by the U.S. Treasury, as published in the Federal Reserve's Statistical Release H.15 on January 15 of that year. If January 15 falls on a non-business day, the Company will use the rate posted on the next following business day; and
- 2. From the date of deposit to the date of refund or when applied directly to the Customer's account.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.6. PAYMENT ARRANGEMENTS, Continued

# 2.6.4. Deposits, Continued

E. Inadequacy of Deposits

If the amount of a Deposit is proven to be less than required to meet the requirements specified herein, the Customer shall be required to pay an additional Deposit as set forth in Sections 2.6.4(a)(III) through (IV) and 2.6.4(B)(VI) through (VII) above.

## F. Refund of Deposits

- I. Refund of Deposits-Residential Customers Pursuant to WAC 480-120-128, the Company will refund deposits for Residential Service, plus accrued interest, less any outstanding balance, to a Customer when:
  - (a) A Customer terminates service or services for which a deposit is being held.
    - (i) the Company is not required to refund an amount held on deposit when a Customer requests a Discontinuation of service or services but requests to establish similar service with a company for which the current deposit holder also provides billing and collection service. the new provider must have authority with the commission to collect deposits; or
    - (ii) the Customer has paid for service for twelve consecutive months in a prompt and satisfactory manner as evidenced by the following:
      - (A) the company has not issued a Discontinuation notice against the Customer's account for nonpayment during the last twelve months; and
      - (B) the company has sent no more than two delinquency notices to the Customer in the last twelve months.

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#### SECTION 2 – RULES AND REGULATIONS, Continued

# 2.6. PAYMENT ARRANGEMENTS, Continued

# 2.6.4. Deposits, Continued

- F. Refund of Deposits, Continued
  - I. Refund of Deposits Residential Customers, Continued
    - (b) the Company may apply a deposit refund to a Customer's account or, upon Customer request, will provide the refund in the form of a check issued and mailed to the Customer no later than thirty days after satisfactory payment history is established or thirty days after the date the closing bill is issued when service is terminated.
  - II. Refund of Deposits Business Customers

When a Business Service or facility is Discontinued, the amount of a Deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service or facility is Discontinued, the Company may, at its option, return the Deposit or credit it to the Customer's account.

G. Transfer of Deposit

Pursuant to WAC 480-120-128, the Company will transfer a Customer's deposit, less any outstanding balance, from the account at one service address to another service address, when a Customer moves to a new address, is required to pay a deposit, and continues to receive service from that company.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.6. PAYMENT ARRANGEMENTS, Continued

# 2.6.5. Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by PNG, PNG may require the Customer to pay the undisputed portion of the bill to avoid Discontinuance of Service for non-payment, the Customer must submit a documented claim for the disputed amount, the Customer will submit all documentation as may be reasonably required to support the claim. All claims must be submitted to PNG. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. the Customer may contact the WUTC for any reason, including dissatisfaction with the handling of a billing inquiry or dispute by the Company.

the Commission's mailing and P.O. Box addresses and telephone number(s) are:

Washington Utilities and Transportation Commission 1300 South Evergreen Park Drive S.W. P.O. Box 47250 Olympia, WA 98504-7250

Telephone: (360) 664-1160

(800) 562-6150 (Within Washington) (360) 664-1126 (Outside area)

C. If the dispute is resolved in favor of the Customer and Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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#### SECTION 2 – RULES AND REGULATIONS, Continued

#### 2.6. PAYMENT ARRANGEMENTS, Continued

# 2.6.6. Customer Rights

Pursuant to WAC 480-120-172 (12), PNG will not Discontinue or restrict Service while a Customer is pursuing any remedy or appeal provided for by WUTC rules, if the Customer pays any amounts not in dispute when due and the Customer corrects any conditions posing a danger to health, safety, or property. PNG will inform the Customer of these provisions when the Customer is referred to a PNG supervisor or the WUTC. During a dispute PNG may, upon authorization from Commission staff, Discontinue Service when a Customer's toll charges substantially exceed the amount of any deposit or customary use and it appears the Customer may incur excessive, uncollectible toll charges while an appeal is being pursued. A Customer whose Service is subject to Discontinuation may maintain Service pending resolution of any dispute upon payment of outstanding toll charges subject to refund if the dispute is resolved in the Customer's favor.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE

#### 2.7.1. Generally

- A. PNG will provide pro rata credits to Customers of a Service whenever that Service is billed on a monthly basis and is not available for more than a total of twenty-four hours in a billing cycle. Credit will be provided as set forth in section 2.7.2 below. Pro rata credits will not be given when Force Majeure. Customer Premises equipment, or inside wiring is the proximate cause for the unavailability of a Service.
- В. the refund shall not be applicable for the time that the Company stands ready to repair the Service and the Customer does not provide access to the Company for such restoration work.
- C. the refund may be accomplished by a credit on a subsequent bill for telephone service.
- D. Credits for interruptions of Service shall in no event exceed an amount equivalent to the recurring monthly charges for the month of Service during which the event that gave rise to the claim for a credit occurred.
- Ē. Only those Facilities on the interrupted portion of the circuit will receive a credit.
- If the Customer elects to use another means of communications during the F. period of interruption, the Customer must pay the charges for the alternative service used.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.7. ALLOWANCES FOR INTERRUPTIONS IN SERVICE, Continued

# 2.7.2. Credit Allowance for Interruptions in Service

Pursuant to WAC 480-120-164, if the interruption is for more than twenty four (24) hours, an allowance, at the rate for that portion of the Customer's Service affected by the interruption, will be made for the time such interruption continues after the fact is reported by the Customer or detected by the Company as follows:

- A. If the interruption is for twenty four (24) hours or less, no allowance will be made.
- B. If the interruption continues for more than twenty-four (24) hours, the allowance will be equal to one thirtieth (1/30<sup>th</sup>) of the monthly rates for the first full twenty four (24) hour period and for each succeeding twenty four (24) hour period or fraction thereof.

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## SECTION 2 - RULES AND REGULATIONS, Continued

# 2.8. CANCELLATION OF SERVICE BY CUSTOMER

Service may be cancelled at the Customer's request according to the provisions of WAC 480-120-171 set forth below:

- 2.8.1. the Customer must notify the Company of the date the Customer wishes to Discontinue Service either orally or in writing. If the Customer moves from the Service address and fails to request Discontinuation of Service, the Customer must pay for Service taken at the Service address until the Company can confirm that the Customer has vacated the premises or a new party has taken responsibility for the Service.
- 2.8.2. the Company will stop a Customer's monthly recurring or minimum charges effective on the requested Discontinuation date, the Customer may be held responsible for use charges incurred after the requested Discontinuation date when the Company can prove that the calls were made or authorized by the Customer of record, the Company is not precluded from collecting minimum Service commitment penalties when a Customer disconnects Service prior to fulfilling the tariff, Price List, or contract commitment.
- **2.8.3.** the Company will Discontinue Service as follows:
  - A. for Services that do not require a field visit, the Company will Discontinue Service not later than one business day from the date requested by the Customer; and
  - B. for Services that require a premises visit to complete the request, the Company will Discontinue Service no later than two business days from the date requested by the Customer.
  - C. When a Customer directs the Company to Discontinue Service, the Company must either notify the Customer's presubscribed InterLATA and IntraLATA toll Carriers of the Discontinuation or inform the Customer that it is the Customer's obligation to contact those Carriers directly.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.9. CANCELLATION OF SERVICE BY COMPANY

### 2.9.1. Allowable Circumstances of Discontinuance of Service

Except as otherwise provided in this Section, the Company may Discontinue or suspend Services only under the following circumstances:

- A. the Company may Discontinue basic Service only for nonpayment of basic Service charges;
- B. the Company may Discontinue Ancillary Services only for nonpayment of ancillary charges or if the Company properly Discontinues Basic service;
- C. the Company may Discontinue interexchange access only for nonpayment of interexchange charges or if the Company properly Discontinues basic Service:
  - at its discretion, the Company may permit access to toll-free numbers while a customer's interexchange access service is Discontinued or restricted;
  - II. the Company may not charge fees for toll restriction when it has Discontinued or restricted the customer's interexchange access service under this section;
- D. Except in case of danger to life or property, the Company may not Discontinue or suspend Service on days that it is not fully staffed to discuss Discontinuation and reestablish Service to the Customer on the same or the following day.
- E. When the Company has reasonable grounds to believe that Service is to other than the party of record, the Company will take reasonable efforts to inform the occupants at the Service address of the impending Discontinuation. Upon request of one or more Service Users, the Company will allow a minimum period of five business days to permit the Service User to arrange for continued Service. However, the Company is not required to allow the additional five days when a thorough investigation indicates there is deceptive activity at the Service address.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

#### 2.9.2. Discontinuation of Service Without Notice

- A. the Company may Discontinue or suspend Service without notice or without further notice, pursuant to WAC 480-120-172, when after conducting a thorough investigation, it finds the Customer has performed a deceptive practice by:
  - I. Tampering with the Company's property;
  - II. Using service through an illegal connection;
  - III. Unlawfully using Service or using Service for unlawful purposes; or
  - IV. Obtaining Service in another false or deceptive manner.
- B. the Company may Discontinue or suspend Service without notice or without further notice when, after conducting a thorough investigation, it determines the Customer has:
  - I. Vacated the premises without informing the Company;
  - II. Paid a delinquent balance in response to a delinquency notice as described in Section 2.9.4 with a check or electronic payment that is subsequently dishonored by the bank or other financial institution; or
  - III. Failed to keep payment arrangements agreed upon in response to a Discontinuation notice as described in Section 2.9.4.
    - (a) the Company will restore Service once the Customer has corrected the reason for Discontinuance or suspension.
    - (b) the Company may require a deposit from a Customer that it has Disconnected or suspended due to the reasons described elsewhere in this Section 2.9.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

### 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

# 2.9.3. Discontinuation of Service With Notice

the Company may Discontinue or suspend Service after providing proper notice, or may issue a Discontinuation or suspension notice, if, and only if, in one or more of the following circumstances:

- A the Company determines the Customer has violated a rule, statute, Service agreement, filed tariff, or price list;
- B. the Company determines the Customer has used Customer-owned equipment that adversely affects the Company's service to its other Customers;
- C. the Company determines the Customer has not paid regulated charges or has not paid a deposit as provided in the Price List of the Company or another Company with which it has a billing and collection agreement, except for nonpayment of charges incurred from information delivery services as provided for in WAC 480-120-254 or disputed third party-billed charges;
- D. the Company is unable to substantiate the identity of the individual requesting Service:
  - I. the Company will allow the Applicant to substantiate identity with one piece of identification chosen from a list, provided by the Company, of at least four sources of identification, which will include a current driver's license or other picture identification;
  - II. Company business offices and payment agencies, as required under WAC 480-120-132 and 480-120-162, will provide a means for Applicants to provide identification at no charge to the Applicant.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

# 2.9.3. Discontinuation of Service With Notice, Continued

- E. the Company determines the Customer has received Service from the Company by providing false information, including false statements of credit references or employment, false statement of premises address, use of an alias or false name with intent to deceive, or rotation of Service among roommates or persons living together for the purpose of avoiding the debts of one or more persons;
- F. the Company determines the Customer is receiving Service at an address where a former Customer is known to reside with an overdue, unpaid prior obligation to the same Company for the same Class of Service at that address and there is evidence that the Applicant lived at the address while the overdue, unpaid prior obligation was incurred and helped incur the obligations. However, a Company may not deny service if a former Customer with an overdue, unpaid prior obligation has permanently vacated the address.

#### 2.9.4. Discontinuation Notice Requirements

Except as described in Section 2.9.2, the Company will provide the Customer notice before Discontinuing or suspending Service as follows:

A. the Company will provide a written Discontinuation or suspension notice to the Customer either by first class mail, personal delivery to the Customer's Service address, or electronically delivered, when the Company has the technical capability and the Customer consents to this delivery method. the Company will provide delivered notice by handing the notice to a person of apparent competence in the residence; to a person employed at the place of business of the Customer if it is a business account; or attached to the primary door of the residential unit or business office where Service is provided if no person is available to receive notice.

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

# 2.9.4. Discontinuation Notice Requirements, Continued

- B the Company will include the following information, at a minimum, in a Discontinuation or suspension notice:
  - I. A Discontinuation or supension date that is not less than eight (8) business days after the date the notice is mailed, transmitted electronically, or personally delivered;
  - II. the amount(s) owing for the Service(s) that is subject to Discontinuation, suspension or restriction;
  - III. A statement that clearly indicates the amount a Customer will pay to maintain basic Service or restricted basic Service, regardless of the full amount owed by the Customer;
  - IV. Instructions on how to correct the problem to avoid the Discontinuation or suspension;
  - V. Information about any Discontinuation or restoration charges that may be assessed:
  - VI. Information about how a Customer can avoid disconnection under the medical emergency rules described in section 2.9.5; and
  - VII. the Company's name, address, toll-free number, and TTY number where the customer may contact the Company to discuss the pending Discontinuation or suspension of Service.
- C. If the Company discovers that the information provided on the notice failed to meet the requirements of section 2.9.4(B) above, or if it discovers it provided incorrect information on the notice, the Company will restore Service and issue a second notice with accurate information as described in Section 2.9.4(B).

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# SECTION 2 - RULES AND REGULATIONS, Continued

# 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

# 2.9.4. Discontinuation Notice Requirements, Continued

- D. If the Company has not Discontinued or suspended Service within ten (10) business days of the first day the Discontinuation or suspension may be implemented, the Discontinuation notice is void, unless the Customer and the Company have entered into a mutually acceptable payment agreement with payment dates that exceed the ten-day period. Upon a void notice, the Company will provide a new Discontinuation or suspension notice to the Customer if it intends to Discontinue Service at a later date.
- E. In addition to the notice required in Section 2.9.4(B) above, the Company will attempt to make personal contact with a Customer, prior to Discontinuing Service, utilizing any of the following methods:
  - I. Delivered notice. the Company will provide delivered notice handing the notice to a person of apparent competence in the residence; to a person employed at the place of business of the Customer if it is a business account; or attached to the primary door of the residential unit or business office where Service is provided if no person is available to receive notice. the notice will state a scheduled Discontinuation date that is not earlier than 5:00 p.m. of the next business day after the date of delivery;
  - II. Electronically issued notice. If the Company has the technical capability to provide electronic notice and the Customer has agreed to receive notice in electronic form, the notice sent by the Company will state a scheduled Discontinuation date that is not earlier than 5:00 p.m. of the second business day after the date of delivery;
  - III. Mailed notice the notice mailed by the Company will not include a scheduled Discontinuation date that is earlier than 5:00 p.m. of the third business day after the date of mailing, the date of mailing is not the first day of the notice period; or

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#### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

#### 2.9.4. Discontinuation Notice Requirements, Continued

#### E. Continued

- IV. Telephone notice. the Company will attempt at least two times to contact the Customer during regular business hours. If the Company is unable to reach the Customer on the first attempt, the Company will attempt to contact the Customer using any business or message number provided by the Customer as a contact number, the Company will keep a log or record of the calls for a minimum of ninety calendar days showing the telephone number called, the time of the call, and details of the results of each attempted call.
- V. the Company is not required to attempt personal contact as provided for in Sections 2.9.4(I) through (IV) when the Company has had cause, in any two previous billing periods during a consecutive twelve-month period, to attempt such contact and the Company has notified the Customer in writing that such contact will not be attempted in the future before effecting a Discontinuation of Services.

#### 2.9.5. Medical Emergencies

A. When the Company has cause to Discontinue or suspend basic Residential Service or has Discontinued Service, the Company will postpone total Service Discontinuation or reinstate toll-restricted basic Service that permits both making and receiving calls and access to E911 for a grace period of five business days after receiving either oral or written notice of the existence of a medical emergency, as described in subsection B below. the Company will reinstate Service during the same day if the Customer contacts the Company prior to the close of the business day and requests a same-day reconnection. Otherwise, the Company will restore Service by 12:00 p.m. the next business day. When Service is reinstated, the Company will not require payment of a reconnection charge or deposit before reinstating Service but may bill the charges at a later date.

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#### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

### 2.9.5. Medical Emergencies, Continued

- B. the Company may require that the Customer submit written certification from a qualified medical professional, within five business days, stating that the Discontinuation of basic Service or restricted basic Service would endanger the physical health of a resident of the household. "Qualified medical professional" means a licensed physician, nurse practitioner, or physician's assistant authorized to diagnose and treat the medical condition without supervision of a physician. Nothing in this subsection precludes a Company from accepting other forms of certification, but the maximum the Company can require is written certification. If the Company requires written certification, it may not require more than the following information:
  - I. the address of the residence;
  - II. An explanation of how Discontinuation of basic Service or restricted basic Service would endanger the physical health of the resident;
  - III. A statement of how long the condition is expected to last; and
  - IV. the title, signature, and telephone number of the person certifying the condition.
- C. the medical certification is valid only for the length of time the medical professional certifies the resident's health would be endangered, but no longer than ninety days unless renewed.

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### SECTION 2 - RULES AND REGULATIONS, Continued

#### 2.9. CANCELLATION OF SERVICE BY COMPANY, Continued

#### 2.9.5. Medical Emergencies, Continued

D. A medical emergency does not excuse a Customer from paying delinquent and ongoing charges, the Company may require that, within the five-day grace period, the Customer pay a minimum of twenty-five percent of the delinquent basic Service balance or ten dollars, whichever is greater, and enter into an agreement to pay the remaining delinquent basic Service balance within ninety days, and agree to pay subsequent bills when due.

Nothing in this section precludes the Company from agreeing to an alternate payment plan, but the Company will not require the Customer to pay more than this section prescribes and will send a notice to the Customer confirming the payment arrangements within two business days.

- E. the Company may Discontinue or suspend basic Service or restrict basic service without further notice if, within the five-day grace period, the Customer fails to provide an acceptable medical certificate or pay the amount required under (D) of this subsection. the Company may Discontinue or suspend basic Service or restrict basic Service, without further notice, if the Customer fails to abide by the terms of the payment agreement.
- F. the Company will ensure that the records of medical emergencies are used or disclosed only for the purposes provided for in this section.

#### 2.10. RESTORATION OF SERVICE IN EMERGENCIES

the use and restoration of Service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission which specifies the priority system for such activities.

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## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.11. RECONNECTION OF CUSTOMER'S SERVICE

#### 2.11.1. Conditions of Restoral

Pursuant to the provisions of WAC 480-120-173, the Company will restore a Discontinued or suspended Service when:

A. the causes of Discontinuation not related to a delinquent balance have been removed or corrected.

In the case of deceptive practices as described in WAC 480-120-172 (1)(a), this means the Customer has corrected the deceptive practice and has paid the estimated amount of Service that was taken through deceptive means, all costs resulting from the deceptive use, any applicable deposit, and any delinquent balance owed to the Company by that Customer for the same Class of Service. the Company may require a deposit from a Customer that has obtained Service in a deceptive manner as described in WAC 480-120-172 (1)(a). the Company is not required to allow six-month arrangements on a delinquent balance as provided for in WAC 480-120-173 (1)(b), and Section B, below when it can demonstrate that a Customer obtained Service through deceptive means in order to avoid payment of a delinquent amount owed to that Company;

- B. Payment or satisfactory arrangements for payment of all proper charges due from the Applicant, including any proper deposit, and restoral charge, have been made. Applicants or Customers, excluding telecommunications companies as defined in RCW 80.04.010, are entitled to, and the Company will allow, an initial use, and then, once every five years dating from the Customer's most recent use of the option, an option to pay a prior obligation over not less than a six-month period. the Company will restore Service upon payment of the first installment if an Applicant is entitled to the payment arrangement provided for in this Section and, if applicable, the first half of a deposit is paid as provided for in WAC 480-120-122; or
- C. Commission staff directs restoration pending resolution of any dispute between the Company and the Applicant or Customer over the propriety of Discontinuation or suspension.

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### SECTION 2 - RULES AND REGULATIONS, Continued

# 2.11. RECONNECTION OF CUSTOMER'S SERVICE, Continued

#### 2.11.2. Time to Restore

After the Customer notifies the Company that the causes for Discontinuation or suspension have been corrected, and the Company has verified the correction, the Company will restore Service(s) within the following periods:

- A. Service(s) that do not require a premises visit for reconnection will be restored within one business day; and
- B. Service(s) that requires a premises visit for reconnection will be restored within two business days. Companies will offer Customers a four-hour window during which the Company will arrive to complete the restoration.
- C. for purposes of this section Saturdays are considered business days.

#### 2.11.3. Refusal to Restore

the Company may refuse to restore Service to a Customer who has been Discontinued twice for deceptive practices as described in WAC 480-120-172 (1)(a) for a period of five years from the date of the second disconnection, subject to petition by the Customer to the commission for an order requiring restoration of Service based on good cause.

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### **SECTION 3 – DESCRIPTION OF SERVICE**

#### 3.1. APPLICATION OF RATES

#### 3.1.1. General

the following Sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

- A. Nonrecurring Charges for installation of Facilities and Services;
- B. Monthly Rates for availability and use of Facilities and Services; and
- C. Usage or Transaction Charges (where applicable).

#### 3.1.2. Local Service Areas

- A. the Company will be providing local service to Washington customers located in selected portions of Qwest Corporation's Washington State service area. As technical and/or economic feasibility permits, this section may be modified to reflect additional areas in which the Company will offer Service.
- B. the Company's Service area description above in no way compels the Company to provide any Service in an area where Facilities or other extenuating factors limit the Company's ability to provide such Services.
- C. the Company concurs in Qwest's Exchange and Local Calling Areas listed in its Exchange and Network Services tariff filed with the Commission for those NPA/NXX's in which Company will provide service (see Section 3.11.1 below). Local Calling Areas for Customers whose Premises are located in these selected Qwest exchanges will be the same as Qwest's Local Calling Areas.

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#### SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.1. APPLICATION OF RATES, Continued

#### 3.1.3. Call Charges

- A. Timing of Calls
  - I. All calls are billed in one (1) minute increments.
  - II. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment.
  - III. Calls less than the minimum length will be rounded to the minimum length.
  - IV. There is no billing for incomplete calls.
  - V. for Station-to-Station calls, call timing begins when a connection is established between the calling telephone and the called telephone Station.
  - VI. for Person-to-Person calls, call timing begins when connection is established between the calling person and the particular person, Station or mobile unit specified or an agreed alternate.
  - VII. Call timing ends when the calling Station "hangs up," thereby releasing the network connection. If the Called Station "hangs up" but the calling Station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
  - VIII. Unless otherwise stated in this Price List, rates for Service do not vary by time of day, day of week or mileage.

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### SECTION 3 - DESCRIPTION OF SERVICE, Continued

# 3.1. APPLICATION OF RATES, Continued

### 3.1.3. Call Charges, Continued

### B. Applicable Rate Periods

Where charges for a Service are based on rate periods, applicable rate periods are as indicated in the chart below, unless otherwise specified:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						1.1
5:00 PM TO 11:00 PM*	Е	VENIN	G RATE	PERIO	).		EVE
11:00 PM TO 8:00 AM*		NIGH	T/WEE	KEND R	ATE PE	RIOD	

<sup>\*</sup> to, but not including.

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#### SECTION 3 - DESCRIPTION OF SERVICE, Continued

- 3.1. APPLICATION OF RATES, Continued
- 3.1.3. Call Charges, Continued
  - C. Rates Based Upon Distance
    - I. General

Where charges for Service are specified based upon distance, the following rule applies:

Distance between two points is measured as airline distance between the Rate Centers of the originating and terminating telephone lines. the Rate Center is a set of geographic coordinates, as referenced in National Exchange Carrier Association, Inc. tariff FCC No. 4, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven digit telephone number). Where there is no telephone number associated with an Access Line on PNG's network (such as a dedicated 800 or WATS Access Line), PNG will apply the Rate Center of the Customer's main billing telephone number.

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### SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.1. APPLICATION OF RATES, Continued

### 3.1.3. Call Charges, Continued

- C. Rates Based Upon Distance, Continued
  - II. Calculating Distance

Where applicable, the distance between the originating point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by NECA tariff FCC No. 4, in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the originating and destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the Difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Formula:

$$\sqrt{\frac{(V1-V2)^2+(H1-H2)^2}{10}}$$

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# SECTION 3 - DESCRIPTION OF SERVICE, Continued

## 3.1. APPLICATION OF RATES, Continued

### 3.1.4. Application of Business and Residential Rates

- A. the determination as to whether telephone Service should be classified as Business or Residential is based on the character of the use to be made of the Service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential Service.
- B. Business rates apply at the following locations, among others:
  - I. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
  - II. In Residence Locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in Residence Locations where an extension is located at a place where business rates would apply.
  - III. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.
  - IV. In any Residence Location where there is substantial business use of the Service and the Customer has no Service at business rates.
- C. Residence rates apply at the following locations, among others:
  - I. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the Service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
  - II. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has Service charged for at business rates another location.

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#### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.1. APPLICATION OF RATES, Continued

### 3.1.5. Additional Charges

In addition to the Service charges described elsewhere in this Price List, the following charges apply to each individual Exchange Access Service line unless otherwise specified.

- A. Subscriber Line Charge or *End User Common Line Charge* (as established by the Federal Communications Commission) applies in addition to the monthly Basic Exchange Access Services rate described above.
- B. Other Government Fees or Charges Any applicable municipal, state or federal taxes, telecommunications municipal infrastructure maintenance fees or other charges.
- C. Casual Traffic Charges Charges that are derived from third party calls (e.g. 10XXX, 900/976, third party calls initiated by Customer through PNG's system) and trafficked over PNG's system.
- D. Primary Interexchange Carrier Change Charge -Customers may be presubscribed to the Carrier of their choice for both InterLATA and IntraLATA Service. the Customer will incur a charge each time there is a change in the long distance Carrier associated with the Customer's IntraLATA or InterLATA Service after the initial installation of Service.
- E. Local Number Portability (LNP) Customers are assessed this fee for costs incurred when an End-User switches local Carriers while maintaining the same local telephone number.
- F. the E911 Telecommunications Service Surcharge.
- G. the Washington Telephone Assistance Program Surcharge.
- H. the Telecommunications Relay Service Surcharge.

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### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.1. **APPLICATION OF RATES, Continued**

#### 3.1.5. Additional Charges, Continued

#### I. Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371 and subsequent orders), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided Services. This surcharge, set forth in Section 4 of this Price List, is in addition to standard Price Listed usage charges and any applicable Service charges and surcharges associated with Service and applies for the use of the instrument used to access Company provided Service. the surcharge is unrelated to the Service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and Interexchange Carriers, the Public Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g. using the "#" symbol). the Public Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for Service by inserting coins during the progress of the call.

Whenever possible, the Public Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to the completion of a call, the Public Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a Carrier that the originating Station is an eligible pay telephone.

#### J. Network Access Charge

Customers are assessed this charge which allows PNG to recover various carrier charges and administrative costs associated with regulatory proceedings and compliance. It is charged as a percentage of usage charges. local charges and PIC fees. This fee is not a government mandated tax or

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## SECTION 3 – DESCRIPTION OF SERVICE, Continued

### 3.2. NON-RECURRING CHARGES

### 3.2.1. Connection Charges

the Connection Charge is a nonrecurring charge that applies to the following:

- A. installation of a new Service;
- B. transfer of an existing Service to a different location;
- C. change from one Class of Service to another at the same or a different location;
- D. installation of an additional line.

### 3.2.2. Moves, Adds and Changes

- A. the Company alone may make changes in the location of its lines and equipment. When it is found that a move or change of such lines or equipment has been made by others, the Connection Charge as set forth in Section 4 below for the underlying Service will apply as if the work had been done by the Company.
- B. the Customer will be assessed a charge for any move, add or change of a Company Service. Move, Add and Change are defined as follows:

Move: the Disconnection of existing equipment at one location and

reconnection of the same equipment at a new location in the same

building or in a different building on the same Premises.

Add: the addition of a vertical Service to existing equipment and/or

Service at one location.

Change: Includes rearrangement or reclassification of existing Service at the

same location.

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### SECTION 3 - DESCRIPTION OF SERVICE, Continued

## 3.2. NON-RECURRING CHARGES, Continued

### 3.2.3. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. the Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

### 3.2.4. Missed Appointment

Customer must be available for scheduled appointments or be assessed a missed appointment charge.

### 3.2.5. Restoral Charge

At the Customer's request, and upon payment of all outstanding non-disputed amounts owed by the Customer to the Company for Service, Company will reconnect Customer whose Service has been Suspended for non-payment. A restoral charge will be assessed per occurrence.

#### 3.2.6 Conversion Fee

The conversion fee is applied to the Customer's account upon the Customer moving from a carrier other than PNG to PNG for local service.

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#### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.3. NETWORK EXCHANGE SERVICES

#### 3.3.1. General

Subsections 3.3.3 and 3.3.4 of this Price List contain a general description of the Network Exchange Services offered by PNG, and Section 4 contains the rates applicable to each Service.

PNG provides switched, telephonic-quality voice and data transmission Services that enable Users to communicate on a real-time basis between points within Local Calling Areas in the State of Washington, as well as Ancillary Services that facilitate the use or expand the capabilities of switched communications Services. Services may be performed by resale of Services provided by other telephone companies.

- A. Basic Service provides a Customer with a telephonic connection to, and a unique telephone number on, PNG's switching network which enables the Customer to:
  - I. receive calls from other Stations on the public switched telephone network;
  - II. Access PNG's Local Calling Services and other Services as set forth in this Price List;
  - III. Access Interexchange calling Services of PNG and of other Carriers;
  - IV. Access (at no additional charge) to PNG's operators and business office for Service related assistance;
  - Access toll-free telecommunications Services such as 800 NPA; and access toll-free emergency Services by dialing 0 or 9-1-1 (where available);
  - VI. Access relay Services for the hearing and/or speech impaired.

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### SECTION 3 – DESCRIPTION OF SERVICE, Continued

# 3.3. NETWORK EXCHANGE SERVICE, Continued

### 3.3.1. General, Continued

A. Basic Service, Continued

Basic Service can also be used to originate calls to other telephone companies' caller-paid information Services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information Services will be blocked by PNG's switch at no charge upon Customer request. PNG Customers are provided with Collect Call, Person-to-Person and Third Party Billed Blocking Service automatically upon subscription to PNG's Services at no charge. Each Basic Service corresponds to one or more telephonic communications Channels that can be used to place or receive one call at a time.

B. Exchange Access Line – Individual line Residence and Business Service is comprised of Exchange Access Lines defined as the Service Central Office line equipment and all PNG plant Facilities up to the demarcation point. These Facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll Service and for local calling appropriate to the Price Listed use offering selected by the Customer.

#### 3.3.2. Services Offered

- A. Residential Network Switched Services
  - I. Call to Connect Simple Bundled Service
  - II. Call to Connect Bundled Service
  - III. Call to Connect Plus Bundled Service
- B. Business Network Switched Services

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### SECTION 3 – DESCRIPTION OF SERVICE, Continued

## 3.3. NETWORK EXCHANGE SERVICE, Continued

#### 3.3.3. Residential Services

Rates and charges for Service vary by Service zone as set forth in Section 4 (Rates). Local Exchange Service Areas are described in Sections 3.1.2. The Services and Packages in this Section are offered to Residential Customers only.

#### A. Residential Bundled Services

- I. General Network Exchange Bundled Service is a bundle or package of telecommunications Services including Basic Service, intrastate and interstate long distance Service and custom calling features.
- II. Bundled Service Packages -Residential packages may include Basic Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.<sup>1</sup>

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<sup>&</sup>lt;sup>1</sup> These services are not regulated by the Commission presently.

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### SECTION 3 – DESCRIPTION OF SERVICE, Continued

## 3.3. NETWORK EXCHANGE SERVICE, Continued

#### 3.3.3. Residential Services, Continued

### III Bundled Services Packages

- (a) <u>Call to Connect Simple Bundled Service</u> Provides Customers with Unlimited locals calls and thirty (30) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.
- (b) <u>Call to Connect Bundled Service</u> Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.
- (c) <u>Call to Connect Plus Bundled Service</u> Provides Customers with Unlimited locals calls and one hundred (120) minutes of unlimited long distance calling in the United States, as well as the following custom calling features: Caller ID with name, Call Waiting and Caller ID Waiting. Additional toll intraLATA and interLATA billed at a per minute rate. Customer must choose PNG as intraLATA and interLATA carrier.
- B. Custom Calling Features Customers also may choose to subscribe to certain individually available custom calling features for a monthly, or with some features, a per use, fee per feature, as set forth below. Custom calling features available on an individual basis are as follows: Anonymous Call Screening, Per Call Blocking (Call Screening), Call Forwarding, Call Return (Automatic Call back), Call Trace, Call Waiting, Call Waiting ID, Caller ID With Name, Repeat Dial (Busy Redial), Speed Dialing 8 and Three-Way Calling.

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# SECTION 3 - DESCRIPTION OF SERVICE, Continued

- 3.3. NETWORK EXCHANGE SERVICE, Continued
- 3.3.4. Business Services

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### SECTION 3 - DESCRIPTION OF SERVICE, Continued

## 3.4. CUSTOM CALLING FEATURES

### 3.4.1. Generally

Certain Custom Calling Features in this Section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

### 3.4.2. Feature Descriptions

- A. Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties that have activated the \*67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID Number Only subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the \*67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This feature is not available to be purchased separately. It is included with Caller ID with Name and the monthly Call Return (Automatic Call Back).
- B. Call Forwarding a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call.

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# SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.4. **CUSTOM CALLING FEATURES.** Continued

#### 3.4.2. Feature Descriptions, Continued

- C. Anonymous Call Screening - Provides the customer with the ability to screen private and unidentified calls placed to their number. A customer who subscribes to Anonymous Call Screening must also subscribe to Caller Identification with Name. Callers placing a call from a private or blocked telephone number to an Anonymous Call Screening customer will hear a series of prompts asking them to unblock their line or enter a telephone number for delivery to the called party. Callers placing a call from an unidentified number will be asked to enter a telephone number for identification purposes. The Anonymous Call Screening customer will hear a distinctive ring if the calling party input the data passed. Unidentified callers will hear a message indicating that the person they are calling does not accept unidentified calls. The calling party will be told to hang up if they are a solicitor. All other callers will be asked to input the telephone number they are calling from. Once the calling party unblocks their line or enters a telephone number, they will be connected directly to the Anonymous Call Screening customer. The Caller ID unit will display one of the following:
  - If the call is private or unavailable and the caller enters a ten-digit number from within Qwest's territory that is the same as the calling number, the display will carry the telephone number and the caller's name with an (\*).
  - If the call is private or unavailable and the caller enters a private tendigit number that is different from the calling number, the display will show SECURITY SCREEN<sup>TM</sup> and the number the caller input.
  - If the call is private or unavailable and the caller enters a ten-digit number outside of Qwest's territory, the display will read SECURITY SCREEN<sup>TM</sup> and the number the caller input.
  - If the call is private or unavailable and the caller inputs one to nine digits (e.g. 2345), the display will read SECURITY SCREEN<sup>TM</sup> and the number the caller input backfilled with zeros (000-000-2345).

A caller who chooses not to unblock their line or enter a number will be advised their call could not be completed and the call will be terminated.

SECURITY SCREEN is a trademark of Qwest Communications, Inc.

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# SECTION 3 - DESCRIPTION OF SERVICE, Continued

## 3.4. CUSTOM CALLING FEATURES, Continued

### 3.4.2. Feature Descriptions, Continued

- D. Call Waiting-provides Customer a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment
- E. Call Waiting ID with Name Call Waiting ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and/or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting with Caller ID with Name Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment. Customer must also purchase Caller ID with name to get Call Waiting ID with Name.
- F. Caller ID with Name allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call including calls that are not answered by the Customer. Caller ID with Name includes Anonymous Call Rejection (Privacy Manager), which is described above. Caller ID Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- G. Speed Dial allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in an 8 number capacity. The Speed Dial list can only accommodate a number consisting of 15 digits or less.

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### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### **CUSTOM CALLING FEATURES, Continued** 3.4.

#### 3.4.2. Feature Descriptions, Continued

- H. Three-Way Calling - Permits the Customer to add 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 Customer initiating 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. The feature may be used with both outgoing and incoming calls. This feature is available on a monthly or per use basis.
- I. Call Return (Automatic Call Back) (\*69) - This Service allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (\*69), the Customer dials a code, then hears an announcement of the telephone number of the last party that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned. This feature is available on a monthly or per use basis. The monthly Call Return (Automatic Call Back) includes Anonymous Call Rejection (Privacy Manager), which is described above.
- J. Per Call Blocking (\*67) - blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing \*67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Per Call Blocking is provided at no charge.
- K. Repeat Dial (Busy Redial) (\*66) - automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free. the call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer's line, allowing the Customer to make and receive calls while it attempts to redial in the background. This feature is available on a monthly or per use basis.

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### SECTION 3 – DESCRIPTION OF SERVICE, Continued

### 3.4. CUSTOM CALLING FEATURES, Continued

#### 3.4.2. Feature Descriptions, Continued

L. Call Trace - Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company for action. The Customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. Call Trace in only available on a per use basis.

#### 3.5. CALL BLOCKING SERVICE

Call Blocking Service is a Service that provides Customers with the capability to block originating calls to the 1-900 calling networks or 976 Services. When Call Blocking Service is requested, all originating calls to 900 numbers nationwide will be blocked. Calls to a 976 Service will also be blocked. Customers with Call Blocking Service attempting to dial a 900 number from a restricted line will reach an intercept announcement. Call Blocking is provided at no charge.

Customers are automatically provided with Collect Call, Third-Party Billed and Person-to-Person Call Blocking upon Subscription to the Company's Services, at no charge.

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## SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.6. OPERATOR SERVICES

### 3.6.1 Operator Assisted

Customers and Users of Company-provided Exchange Access Service have access to local operator handled calling services. Company provides collect call, third-party billed and person-to-person call blocking automatically upon subscription at no charge. Thus, Customers may dial, but may not receive or be billed for, these types of operator-assisted calls

## 3.6.2 Busy Line Verification and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local Service line. the operator will determine if the line is clear or in use and report to the calling party. at the request of the Customer, the operator will interrupt the Call on the busy line. Busy Line Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

No charge will apply when the calling party advises that the Call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that Facilities permit.

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Washington UTC Price List No. 3 Original Page No. 97

### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.7. DIRECTORY LISTINGS

### 3.7.1. Regulations

### A. Primary Listing

for each Customer of Company-provided Exchange Access Service(s), PNG shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the Incumbent Local Exchange Carrier in the area at no additional charge. for Customers with multiple Premises served by PNG, PNG will arrange for a listing of the main billing telephone number at each premise.

### B. Length of Directory White Pages Listing

the Company reserves the right to limit the length of any White Pages Directory Listing by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one (1) line is required to properly list the Customer, additional charges will not apply.

### C. Right of Refusal

the Company may refuse a White Pages Directory Listing which is known not to constitute a legally authorized or adopted name, where obscenities or offensive material appear in the listing, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. the Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

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Washington UTC Price List No. 3 Original Page No. 98

### SECTION 3 – DESCRIPTION OF SERVICE, Continued

### 3.7. DIRECTORY LISTINGS, Continued

#### 3.7.1. Regulations, Continued

#### D. Sections

Each White Pages Directory Listing must be designated as either "Government", "Business" or "Residence" so that it can be placed in the appropriate section of the White Pages Directory. In order to aid the User of the White Pages Directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential Section. the Company, upon notification to the Customer, will withdraw any White Pages Directory Listing that is found to be in violation of its rules with respect thereto.

#### E. Schedule

In order for listings to appear in an upcoming White Pages Directory, the Customer must furnish the listing to the Company in time to meet the directory-publishing schedule.

#### F. Other Requirements

the Customer's White Pages Directory Listing may be subject to other requirements imposed by the Incumbent Local Exchange Carrier(s) publishing the telephone directory.

#### 3.7.2. Descriptions

White Pages Directory Listings are provided in connection with each Customer's Service as specified herein.

#### A. Primary Listing

A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. A primary White Pages Directory Listing is provided in connection with Local Exchange Service at no additional charge.

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### SECTION 3 - DESCRIPTION OF SERVICE, Continued

### 3.7. DIRECTORY LISTINGS, Continued

#### 3.7.2. **Descriptions**, Continued

B. Additional Listings – Business Service

[Reserved for Future Use]

C. Non-published Listings

Listings that are not printed in the White Pages Directory are referred to as Non-published Listings. These types of listings are not available from Directory Assistance and are omitted or deleted from Directory Assistance records. Non-published Listing Service will be furnished, at the Customer's request, subject to the provisions of and charges in this Price List.

D. Non-listed Service

Non-listed Service will be furnished at the Customer's request, providing for the omission of the Customer's listing from the White Pages Directory. Such listings will be maintained in the Directory Assistance database and other records and will be provided upon request to callers of Directory Assistance. Charges for Non-listed Service are specified in this Price List.

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#### SECTION 3 - DESCRIPTION OF SERVICE, Continued

#### 3.8. DIRECTORY ASSISTANCE SERVICE

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

#### 3.8.1. Basic Directory Assistance

the rates specified following apply when Customers request Company assistance in determining telephone numbers of parties who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA. A maximum of two (2) requested telephone numbers are allowed per call, Residential Customers receive one (1) free directory assistance call per month. Charges will not apply for calls placed from hospital services or calls placed from a business or residence main telephone Exchange line registered for exemption from Directory Assistance charges where one of the Users of the line is considered to be legally blind, visually or physically handicapped, or where the User's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests fro exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the Facilities of an agency for the blind.

#### 3.8.2. Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides Customers the option of having their local calls completed automatically when they request a telephone listing from the Directory Assistance operator, the call may be completed automatically or by the Directory Assistance operator, the DACC portion of the call may either be billed in the same manner as the DA portion or alternatively billed by using a calling card, billing to a third party number, or collect. All operator-handled charges, as specified in Section 3.6 apply. There are no allowances for DACC, however, the Directory Assistance portion of the call is still governed by the appropriate call allowances and exemptions as stated in this Tariff. for local calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual or physical handicaps.

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## SECTION 3 - DESCRIPTION OF SERVICE, Continued

## 3.9. TOLL RESTRICTION SERVICE

Provides for Customer's Access Line to be restricted from dialing billable toll calls. Local directory assistance calls are allowed. This Service is offered subject to availability of Facilities to individual line residence, individual line business and dial switching type customers. Provision of toll restriction does not alleviate Customer responsibility for completed toll calls.

Monthly per line

\$0.00

### 3.10. TELECOMMUNICATIONS RELAY SERVICE

Telecommunications Relay Service (TRS) enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone ("TT") or similar devices to communicate freely with the hearing population not using TT and visa versa.

A Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available.

the TRS Excise Tax, per line, is set forth in Section 4.2 below.

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# SECTION 3 - DESCRIPTION OF SERVICE, Continued

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## SECTION 3 - DESCRIPTION OF SERVICE, Continued

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# SECTION 3 - DESCRIPTION OF SERVICE, Continued

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### **SECTION 4 – SERVICE RATES AND CHARGES**

### 4.1. NETWORK SWITCHED SERVICES

All rates are effective rates.

4.1.1. Residential Services

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4.1.1.

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#### SECTION 4 - SERVICE RATES AND CHARGES, Continued

#### 4.1. **NETWORK SWITCHED SERVICES, Continued**

A. Residential Bundled Services

Residential Services, Continued

I.	Call to Connect Simple Bundled Service	
	Per Line, Per Month	\$19.33
	Toll minutes in excess of included 30 minutes	
	Direct Dialed InterLATA Toll, per minute	\$0.099
	Direct Dialed IntraLATA Toll, per minute	\$0.099

#### II. Call to Connect Bundled Service Per Line, Per Month \$24.33 Toll minutes in excess of included 120 minutes Direct Dialed InterLATA Toll, per minute \$0,099 Direct Dialed IntraLATA Toll, per minute \$0.099

#### III. Call to Connect Plus Bundled Service Per Line, Per Month \$43.33 Toll minutes in excess of included 120 minutes Direct Dialed InterLATA Toll, per minute \$0.099

Direct Dialed IntraLATA Toll, per minute

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\$0.099

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### SECTION 4 – SERVICE RATES AND CHARGES, Continued

- 4.1. NETWORK SWITCHED SERVICES, Continued
- 4.1.2. Business Services

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#### SECTION 4 – SERVICE RATES AND CHARGES, Continued

### 4.2. ADDITIONAL/MISCELLANEOUS CHARGES

4.2.1.	Installation, Moves and Other Charges	Non-Recurring	
	New Installation*	\$150.00	
	Move Service to new location*	\$75.00	
	One-Time Changes to Service	\$9.99	
	Installation of additional line*	\$75.00	
	Missed Appointment	\$75.00	
	Restoral charge	\$25.00	

<sup>\*</sup>Customer must be available at scheduled install time

# 4.2.2. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. the Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

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## SECTION 4 - SERVICE RATES AND CHARGES, Continued

# 4.2. ADDITIONAL/MISCELLANEOUS CHARGES, Continued

#### 4.2.3. Custom Calling Features

The following Custom Calling Features are available on a per-use and/or monthly basis, as indicated elsewhere in this tariff, at the rates and charges set forth below. The non-recurring charge is a one-time charge applied to the Customer's bill each time the Customer adds a feature to their account.

	•		Non-Recurring
	Per Use	Monthly	Charge
Anonymous Call Screening	N/A	\$2.95	\$7.00
Call Forwarding	N/A	\$2.45	\$7.00
Call Return			
(Automatic Call Back) (*69)	\$0.75	\$2.95	\$7.00
Call Trace	\$8.00	N/A	N/A
Call Waiting	N/A	\$3.00	\$7.00
Call Waiting ID with Name*	N/A	\$5.00	\$7.00
Caller ID with Name	N/A	\$5.95	\$7.00
Per Call Blocking (*67)	\$0.00	N/A	N/A
Repeat Dial (Busy Redial) (*66)	\$0.75	\$3.50	\$7.00
Speed Dialing 8	N/A	\$2.00	\$7.00
Three-Way Calling	\$0.75	\$2.95	\$7.00

<sup>\*</sup>Caller ID with Name must be purchased to get Call Waiting ID with Name.

# 4.2.4. Additional Monthly Charges

Subscriber Line Charge (SLC), per line, per month	\$6.50
Local Number Portability (LNP), per month	\$0.00
E911 Surcharges, Per Line	
State	\$0.20
King county	\$0.35
All other counties	\$0.50
Network Access Charge	10.8% of usage charges, local
	charges and PIC fees

#### 4.2.5. Directory Listing

Non-Published Listing	\$0.75
Non-Listed Listing	\$0.50
Additional Listing	\$0.60

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Issued by:

Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014 Effective: December 1, 2005

# RECEIVED JUNE 28, 2005 WA. UT. & TRANS. COMM. ORIGINAL UT-050977

Washington UTC Price List No. 3 d/b/a PowerNet Global Communications 1<sup>st</sup> Revised Page No. 111 d/b/a CrossConnect Replaces Original Page No. 111 SECTION 4 - SERVICE RATES AND CHARGES. Continued 4.2. ADDITIONAL/MISCELLANEOUS CHARGES, Continued (T) 4.2.6. **Local Directory Assistance** Per Usage Directory Assistance \$0.75 **Directory Assistance Call Completion** \$0.50 4.2.7. (T) **Operator Assisted** Busy Line Verification and Line Interrupt Service: Per Busy Line Verification, Per Call \$1.00 Per Line Interruption, Per Call \$1.00 (T) 4.2.8. Presubscribed Interexchange Carrier Change Charge Per Change IntraLATA and InterLATA Charge \$9.99 (T) 4.2.9. Pay Telephone Surcharge Per Call Charge \$0.65 (T) 4.2.10 **Toll Restriction Service** Monthly per line \$0.00 (T) 4.2.11 **Telecommunications Relay Service Excise Tax** (R) TRS Excise Tax, Per Line \$0.10 (T) 4.2.12 WTAP Surcharge (I) Surcharge, Per Line, Per Month \$0.14

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## SECTION 4 - SERVICE RATES AND CHARGES, Continued

#### 4.3. CARRIER PRESUBSCRIPTION

Carrier Presubscription is a procedure whereby a Customer designates to PNG the Carrier that the Customer wishes to be the Carrier of choice for IntraLATA and InterLATA toll calls. Such calls are automatically directed to the designated Carrier, without the need to use Carrier access codes or additional dialing to direct the call to the designated Carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA toll Carrier from using Carrier access codes or additional dialing to direct calls to an alternative long distance on a per call basis.

#### 4.3.1 Presubscription Options

Customers may select the same Carrier or separate Carriers for IntraLATA and InterLATA long distance, the following options for long distance presubscription are available.

#### Option Description

- A Customer selects PNG as the presubscribed Carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- B Customer may select PNG as the presubscribed Carrier for IntraLATA calls subject to presubscription and some other Carrier as the presubscribed Carrier for InterLATA toll calls subject to presubscription
- C Customer may select PNG as the presubscribed Carrier for InterLATA toll calls subject to presubscription and some other Carrier as the presubscribed Carrier for IntraLATA toll calls subject to presubscription
- D Customer may select a Carrier other than PNG for both IntraLATA and InterLATA toll calls subject to presubscription.
- E Customer may select two different Carriers, neither being PNG for IntraLATA and InterLATA toll calls. One Carrier to be the Customer's primary IntraLATA Interexchange Carrier and the other Carrier to be the Customer's primary InterLATA Interexchange Carrier.
- F Customer may select no presubscribed Carrier for IntraLATA toll calls subject to presubscription which will require the Customer to dial a Carrier access code to route all IntraLATA toll calls to the Carrier of choice for each call.

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## SECTION 4 - SERVICE RATES AND CHARGES, Continued

#### 4.3. CARRIER PRESUBSCRIPTION, Continued

#### 4.3.2 Rules and Regulations

Customers of record will retain their primary Interexchange Carriers) until they request that their dialing arrangements be changed. Customers of record or new Customers may select any of Options a through F for IntraLATA presubscription. Customers may change their selected option and/or presubscribed toll Carrier at any time subject to charges specified below.

#### 4.3.3 Presubscription Procedures

- A. A new Customer will be asked to select IntraLATA and InterLATA toll Carriers at the time the Customer places an order to establish Local Exchange Service with PNG. PNG will process the Customer's order for service.
- B. If a new Customer is unable to make a selection at the time the new Customer places an order to establish Local Exchange Service with, PNG will read a random listing of all available IntraLATA and InterLATA Carriers to aid the Customer in selection. If selection is still not possible, PNG will inform the Customer that he/she will be given 90 calendar days in which to inform PNG of his/her choice for primary toll Carrier(s) free of charge. Until the Customer informs PNG of his/her choice of primary toll Carrier(s), the Customer will not have access to long distance services on a presubschbed basis, but rather will be required to dial a Carrier access code to route all toll calls to the Carrier of choice for each call. Customers who inform PNG of a choice for toll Carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

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#### SECTION 4 - SERVICE RATES AND CHARGES, Continued

#### 4.3. CARRIER PRESUBSCRIPTION, Continued

#### 4.3.3 Presubscription Procedures, Continued

C. Customers of record may initiate an IntraLATA or InterLATA presubscription change at any time, subject to the charges specified below. If a Customer of record inquires of PNG of Carriers available for toll presubscription, PNG will read a random listing of all available IntraLATA Carriers to aid the Customer in selection.

#### 4.3.4. IntraLATA and InterLATA Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll Carrier and as detailed above, for any change thereafter, a non-recurring Presubscription Change Charge, as set forth in Section 4.2 above will apply.

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#### SECTION 5 – SPECIAL PROGRAMS

#### 5.1. WASHINGTON TELEPHONE ASSISTANCE PROGRAM

the Washington Telephone Assistance Program (WTAP) is designed to help low income households afford access to Local Exchange telephone Service, the program is only available to Residential Customers who meet certain eligibility requirements, the program provides a discounted rate to those who qualify, the Department of Social and Health Services (DSHS) and the WUTC share responsibility for the program and both agencies have rules governing the program (WAS 388-273 and WAS 480-122 respectively).

#### 5.1.1. Eligibility Requirements

Certain qualifying Residential Customers are eligible for Service under the WTAP. To receive WTAP benefits, an Applicant must:

- A. participate in at least one of the following programs:
  - I. Temporary Assistance for Needy Families (TANF)
  - II. State Family Assistance (SFA)
  - III. General Assistance-Unemployable (GAU)
  - IV. Refugee Assistance
  - V. Food Assistance
  - VI. Supplemental Security Income (SSI)
  - VII. Medical assistance, including Medicare cost sharing programs
  - VIII. Community Options Program Entry System (COPES)
  - XI. DHSH chore services (assistance to eligible adults in their home with household chores and other tasks)

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# SECTION 5 - SPECIAL PROGRAMS, Continued

# 5.1. WASHINGTON TELEPHONE ASSISTANCE PROGRAM, Continued

#### 5.1.1. Eligibility Requirements, Continued

- B. be eighteen years of age or older, or if under eighteen, be the responsible head of household;
- C. apply to the local Exchange company that provides their flat rate telephone service;
- D. have the lowest available flat rate service; and
- E. have the local telephone service billed in their name.

#### 5.1.2. Terms and Conditions

WTAP benefits begin the date the Applicant is approved for WTAP and continue through the next June 30<sup>th</sup>. WTAP is limited to one residential line per household and cannot be used for cell phones, the deposit requirement waiver and discounted installation charge are available once per service year. Service year is defined as the period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup> of the following calendar year.

#### 5.1.3. Benefits

WTAP participants will receive:

- A. a waiver of any deposit requirements for local telephone Service; and
- B. a \$4.00 statewide rate for the lowest grad of residential flat Service; and
- C. a fifty percent (50%) discount, up to \$30, on the installation charge associated with installing the Access Line.

#### 5.1.4. WTAP Surcharge

the surcharge set forth in Section 4.2 above applies per line, per month.

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# SECTION 6 - INTEREXCHANGE SERVICES

# 6.1. DESCRIPTION OF INTEREXCHANGE SERVICES

## 6.1.1. Interexchange Services

- A. Generally the Company offers residential and business Customers intrastate interexchange long-distance service throughout the State of Illinois, utilizing switched or dedicated access arrangements between the Customer's premises and the Company's facilities for call origination. Call termination is completed through a combination of the Company's facilities and LEC switched access arrangements.
- B. Switched Access Service is a switched access service, offering users both outbound "1 Plus" and inbound, toll free long distance telecommunications services. the service offers direct dial capabilities of other underlying carrier(s') network services.
- C. Dedicated Access Service is a dedicated access service, offering users both outbound "dial access" and inbound, toll free long distance telecommunications services over dedicated local access connections to the underlying carrier's point of presence. This service is designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities.
- D. One Plus Service is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- E. Toll Free Service is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. the Customer pays for the call. Customers with toll free service may elect to be listed in the toll free directory assistance data base maintained by the Local Exchange Carrier.
- F. Travel Card Service is a calling card service enabling Switched Access Service Customers to place calls from any touch tone phone in the United States. Travel Card calls are billed at the Company's rate and appear on the Customer's monthly long distance bill.

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#### SECTION 6 - INTEREXCHANGE SERVICES, Continued

# 6.1. **DESCRIPTION OF INTEREXCHANGE SERVICES**, Continued

# **6.1.1.** Interexchange Services, Continued

- G. PowerDial Service permits Customers significant cost savings on intrastate and international calling via a toll-free 800 number access.
- H. Directory Assistance Service Company offers interexchange toll free and 1+ directory assistance services through its underlying carrier at the rates set forth in Section 6.3 below.
- I. Prepaid Calling Card Service - is a discretionary switched access service available to subscribers via a toll free number from any telephone in the United States. the user's account is credited for the amount of calling purchased and is debited as the subscriber places calls, until the account balance is depleted. Subscribers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a card identification number and are reminded to replenish the account prior to its depletion at one (1) minute prior to the account's depletion. Subscribers may immediately replenish the account at any time by contacting the Company's customer service department and charging the desired amount to a valid credit card or by mailing a check to the Company. If the account is not replenished, access to the Company's underlying carrier network is blocked. PNG Prepaid Calling Card calls are billed initially in one (1) minute increments with one (1) minute billing increments thereafter. PNG's Prepaid Calling Card per-minute rates do not include state and local taxes and surcharges.

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# SECTION 6 - INTEREXCHANGE SERVICES, Continued

# 6.1. DESCRIPTION OF INTEREXCHANGE SERVICES, Continued

# 6.1.2 Timing of Calls

Long-distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in six (6) second increments and rounded to the next six (6) second period.

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#### SECTION 6 - INTEREXCHANGE SERVICES, Continued

6.2.	PNG INTEREXCHANGE RATES AND CHARGES				
6.2.1	Switched Access 1+ Service Outbound	Max.			
	Per Minute Rate:	\$0.198			
6.2.2	Dedicated Access 1+ Service Outbound				
	Per Minute Rate	\$0.449			
6.2.3	Switched 800 (Toll Free) Services – with or without PIN				
	Per Minute Rate 800 Number Service fee, per number, per month	\$0.269	( <b>)</b> ()		
	Residential customers, effective	\$1.00	(N)		
	Business, effective	\$1.00			
	Wholesale, effective	\$0.35	(N)		
6.2.4.	Dedicated 800 (Toll Free) Services – with or without PIN				
	Per Minute Rate	\$0.349			
	800 Number Service fee, per number, per month, effective	\$1.00	(N)		
6.2.5	PowerDial Service				
	Per Minute Rate	\$0.198			
			(K)		
6.2.6.	Travel Card Service	Max.	(T)		
	Per Minute Rate	\$0.250			

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Effective Rates

# SECTION 6 - INTEREXCHANGE SERVICES, Continued

6.2. PNG INTEREXCHANGE RATES AND	CHARGES.	Continued
----------------------------------	----------	-----------

6.2.7. Prepaid Calling Card Service Max. (T)

Per Minute Rate \$0.250

### 6.3. DIRECTORY ASSISTANCE SERVICE

## 6.3.1. Toll Free (800) Directory Assistance

A.	Non-recurring Charges	Effective Rates	
	Set Up in Toll Free Directory Assistance	\$35.00	
	Set-Up – Rush Order	\$100.00	
	Change Number	\$35.00	
	Set-Up Cancellation	\$35.00	
	Toll Free Directory Assistance Inquiries,		
	beginning with the 16th in one month	\$1.25	
B.	Monthly Recurring Charges		
	Monthly Usage Fee (includes up to 15 inquiries)	\$25.00	

6.3.2.	One Plus Directory Assistance	Max.
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Per inquiry \$1.25

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#### SECTION 6 – INTEREXCHANGE SERVICES, Continued

#### 6.4. MISCELLANEOUS FEES AND CHARGES

#### 6.4.1. Monthly Billing Fee

Switched or dedicated access Customers who request printed invoices will be charged a monthly recurring fee. Electronic billing is provided free of charge.

Monthly Billing Fee

\$1.00

## 6.4.2. PICC

Multi-line Business, per additional line \$4.31 Centrex, per line \$0.48

#### 6.4.3. Pay Telephone Surcharge

Per Call

Charge

\$0.65

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES

The following Services and rates are no longer offered to new Customers.

## 7.1. NETWORK EXCHANGE BUNDLED SERVICE

#### 7.1.1. Residential Network Switched Services

- A. Network Exchange Dial Tone Service
- B. PowerNet Global Basic Package
- C. PowerNet Global Unlimited Bundled Service
- D. PowerNet Global Basic Plus Bundled Service

#### 7.1.2 Residential Services

Rates and charges for Service vary by Service zone as set forth in Section 4 (Rates) and 3.9 (Zones). Local Exchange Service Areas are described in Sections 3.1.2. The Services and Packages in this Section are offered to Residential Customers only.

#### A. Residential Basic Local Services

I. Dial Tone Only Service

Provides Customers with local calling Service at a per minute rate. the Customer may also subscribe to PNG's IntraLATA and InterLATA long distance services at a per minute rate. Customers may add the Feature Package or individual customer calling features for an additional monthly charge.

### II. Basic Package

Provides Customers with unlimited local calls for a flat monthly rate. Customers may subscribe to PNG's IntraLATA and InterLATA long distance service at a per minute rate. Customers may add the Feature Package or individual custom calling features for an additional monthly charge.

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

#### 7.1. NETWORK EXCHANGE BUNDLED SERVICE, Continued

#### 7.1.2 Residential Services, Continued

- B. Residential Bundled Services
  - I. General - Network Exchange Bundled Service is a bundle or package of telecommunications Services including Basic Service, intrastate and interstate long distance Service and custom calling features.
  - П. Bundled Service Packages -Residential packages may include Basic Service, IntraLATA Toll Service, InterLATA Toll Service. Wireless Service, voice mail and/or Internet access may be available with some packages at an additional charge.<sup>2</sup>
    - (a) Unlimited Package - Provides Customers with a combination of unlimited local calling and unlimited long distance calling in the United States and Canada, as well as the following custom calling features package for one single monthly rate: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.
    - (b) Basic Plus Package - Provides Customers with Unlimited local calls, and includes the following features at no extra cost: Caller I.D. with Name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8. Presubscribed InterLATA and IntraLATA long distance calls are billed at a per minute rate.
- C. Feature Package - Provides Customers with the following features at one monthly rate: Caller I.D. with name, Call Waiting, Call Forwarding, Three-Way Calling and Speed Dial 8.
- D. Per Use Custom Calling Features - Customers may utilize the following custom calling features on a per use basis: Repeat Dialing (\*66), Number ID Blocking Activation (\*67), Last Call Return (\*69).

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<sup>&</sup>lt;sup>2</sup> These services are not regulated by the Commission presently.

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.1. NETWORK EXCHANGE BUNDLED SERVICE, Continued

# 7.1.2 Residential Services, Continued

E. Non Package Custom Calling Features – Customers also may choose to subscribe to certain individually available custom calling features for a monthly fee per feature, as set forth below. Custom calling features available on an individual basis are as follows: All Call Blocking, Anonymous Call Rejection, Caller ID With Name, Call Forwarding-Variable, Call Forwarding – No Answer/Busy Line, Call Waiting, Call Waiting with ID, Speed Dial 8, Speed Dial 30 and Three-Way Calling.

### 7.2 CUSTOM CALLING FEATURES

#### 7.2.1. Generally

Certain Custom Calling Features in this Section are included in Network Exchange Bundled Service packages offered by PNG. Other Custom Calling Services described below also may be purchased in addition to the Services included in a particular package but these features are available only when purchased in combination with a PNG provided Network Exchange Bundled Service.

#### 7.2.2. Feature Descriptions

A. Anonymous Call Rejection – is an arrangement that allows a called party to reject calls from parties that have activated the \*67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID - Number Only subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the \*67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID – Number Only/Caller ID features and is available to non-Caller ID –Number Only/Caller ID Customers.

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

#### 7.2. **CUSTOM CALLING FEATURES, Continued**

#### 7.2.2 Feature Descriptions, Continued

- B. Call Blocking - allows Customers to block calls from different telephone numbers. A screening list is created by the Customer either by adding the last number with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such number hear an announcement that the calling party is not accepting calls.
- C. Call Forwarding, Fixed, Busy Line No Answer - This feature, when activated, redirects attempted terminating calls to another PNG-specified line. originating ability is not affected by Call Forwarding-Fixed, Busy Line No Answer, the calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding, Fixed, Busy Line No Answer is billed for the forwarded leg of the call.
- D. Call Forwarding, Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. the calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding - Variable is billed for the forwarded leg of the call.
- E. Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and/or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Call Waiting with Caller ID with Name Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.2. CUSTOM CALLING FEATURES, Continued

## 7.2.2 Feature Descriptions, Continued

- F. Caller ID Per Line Blocking allows a Customer to prevent the transmission and display of their directory number and/or directory name information on outgoing calls. Line Blocking is in operation on a continuous basis and is applicable on all outgoing calls from Customer's blocked line. Line Blocking does not prevent transmission of the calling party information to emergency Services that utilize automatic number identification for delivery of the calling information.
- G. Caller ID with Name allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and/or screen incoming calls. Caller ID records that name, number, date and time of each incoming call including calls that are not answered by the Customer. Caller ID Service requires the use of specialized Customer provided equipment not provided by PNG. It is the Customer's responsibility to obtain such Customer provided equipment.
- H. Speed Dial allows a Customer to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. the Speed Dial list can only accommodate a number consisting of 15 digits or less.
- I. Three-Way Calling Permits the Customer to add 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 Customer initiating 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, the feature may be used with both outgoing and incoming calls.

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.2. CUSTOM CALLING FEATURES, Continued

# 7.2.2 Feature Descriptions, Continued

- J. Per Use Custom Calling Features
  - I. Last Return Call (\*69) This Service allows a Customer to return the most recent incoming call and hear an announcement of the last telephone number that called. To activate Return Call (\*69), the Customer dials a code, then hears an announcement of the telephone number of the last party that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial a certain digit and the call will automatically be returned.
  - II. Caller ID Blocking (\*67) blocks the Customer's name and number from being transmitted on all outgoing calls from a particular line. Per call blocking is achieved by pressing \*67 prior to each call, while per line blocking blocks the name and number of every outgoing call. Dialing a special code prior to dialing the number of the person being called can unblock the number and name. Caller ID Blocking is provided at no charge.
  - III. Repeat Dialing (\*66) automatically redials the last telephone number the Customer dialed. If the number is busy, this Service will keep dialing the busy number up to 30 minutes and alert the Customer with a special ring when the line is free, the call will automatically be made when the Customer picks up the receiver. Repeat Dialing does not tie up the Customer's line, allowing the Customer to make and receive calls while it attempts to redial in the background

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.3. NETWORK EXCHANGE SERVICE ZONES

Exchange Access Service and Bundled Services rates are differentiated by Service zone, as set forth below. Zones are comprised of NPA-NXX's. All Customers with a particular NPA-NXX will obtain Service at the rates for that particular zone.

## 7.3.1. Qwest Service Area – Zone 1

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 206 - 205 | 206 - 292 | 206 - 373 | 206 - 447 | 206 - 554 | 206 - 667 | 206 - 839 |
| 206 - 215 | 206 - 296 | 206 - 374 | 206 - 448 | 206 - 583 | 206 - 682 | 206 - 903 |
| 206 - 220 | 206 - 303 | 206 - 377 | 206 - 449 | 206 - 585 | 206 - 684 | 206 - 906 |
| 206 - 223 | 206 - 318 | 206 - 381 | 206 - 461 | 206 - 587 | 206 - 689 | 206 - 956 |
| 206 - 224 | 206 - 326 | 206 - 382 | 206 - 464 | 206 - 613 | 206 - 692 | 206 - 965 |
| 206 - 233 | 206 - 332 | 206 - 386 | 206 - 467 | 206 - 615 | 206 - 727 | 206 - 969 |
| 206 - 239 | 206 - 340 | 206 - 389 | 206 - 469 | 206 - 621 | 206 - 728 | 206 - 982 |
| 206 - 254 | 206 - 341 | 206 - 398 | 206 - 470 | 206 - 622 | 206 - 731 | 206 - 991 |
| 206 - 256 | 206 - 342 | 206 - 405 | 206 - 490 | 206 - 623 | 206 - 733 | 206 - 993 |
| 206 - 262 | 206 - 343 | 206 - 410 | 206 - 504 | 206 - 624 | 206 - 748 | 206 - 995 |
| 206 - 263 | 206 - 344 | 206 - 416 | 206 - 506 | 206 - 625 | 206 - 749 | 206 - 997 |
| 206 - 264 | 206 - 345 | 206 - 421 | 206 - 515 | 206 - 626 | 206 - 757 | 206 - 998 |
| 206 - 265 | 206 - 346 | 206 - 441 | 206 - 516 | 206 - 628 | 206 - 770 | 425 - 393 |
| 206 - 269 | 206 - 358 | 206 - 442 | 206 - 521 | 206 - 652 | 206 - 797 | 425 - 477 |
| 206 - 287 | 206 - 370 | 206 - 443 | 206 - 553 | 206 - 654 | 206 - 808 |           |

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.3. NETWORK EXCHANGE SERVICE ZONES, Continued

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## 7.3.2. Qwest Service Area – Zone 2

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 206 - 230 | 206 - 529 | 206 - 732 | 253 - 372 | 253 - 572 | 253 - 863 | 425 - 452 |
| 206 - 232 | 206 - 545 | 206 - 760 | 253 - 373 | 253 - 573 | 253 - 891 | 425 - 453 |
| 206 - 236 | 206 - 547 | 206 - 860 | 253 - 382 | 253 - 591 | 253 - 912 | 425 - 454 |
| 206 - 275 | 206 - 548 | 206 - 861 | 253 - 383 | 253 - 593 | 253 - 934 | 425 - 455 |
| 206 - 302 | 206 - 555 | 206 - 913 | 253 - 396 | 253 - 594 | 253 - 964 | 425 - 456 |
| 206 - 320 | 206 - 568 | 206 - 923 | 253 - 403 | 253 - 596 | 360 - 373 | 425 - 462 |
| 206 - 322 | 206 - 598 | 206 - 925 | 253 - 404 | 253 - 597 | 360 - 377 | 425 - 467 |
| 206 - 323 | 206 - 632 | 206 - 932 | 253 - 426 | 253 - 627 | 360 - 405 | 425 - 468 |
| 206 - 324 | 206 - 633 | 206 - 933 | 253 - 427 | 253 - 680 | 360 - 415 | 425 - 555 |
| 206 - 325 | 206 - 634 | 206 - 935 | 253 - 428 | 253 - 779 | 360 - 473 | 425 - 590 |
| 206 - 328 | 206 - 675 | 206 - 937 | 253 - 460 | 253 - 792 | 360 - 475 | 425 - 635 |
| 206 - 329 | 206 - 685 | 206 - 938 | 253 - 502 | 253 - 798 | 360 - 476 | 425 - 637 |
| 206 - 517 | 206 - 709 | 206 - 985 | 253 - 520 | 253 - 813 | 360 - 478 | 425 - 638 |
| 206 - 522 | 206 - 720 | 206 - 987 | 253 - 534 | 253 - 826 | 360 - 479 | 425 - 646 |
| 206 - 523 | 206 - 721 | 253 - 207 | 253 - 552 | 253 - 850 | 360 - 555 | 425 - 688 |
| 206 - 524 | 206 - 722 | 253 - 272 | 253 - 555 | 253 - 852 | 360 - 627 | 425 - 709 |
| 206 - 525 | 206 - 723 | 253 - 274 | 253 - 564 | 253 - 854 | 360 - 782 | 425 - 973 |
| 206 - 526 | 206 - 725 | 253 - 280 | 253 - 565 | 253 - 856 | 360 - 792 | 425 - 990 |
| 206 - 527 | 206 - 726 | 253 - 305 | 253 - 566 | 253 - 859 | 425 - 450 | 509 - 555 |
| 206 - 528 | 206 - 729 | 253 - 371 | 253 - 571 | 253 - 862 | 425 - 451 | 564 - 555 |

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.3. NETWORK EXCHANGE SERVICE ZONES, Continued

### 7.3.3. Qwest Service Area – Zone 3

| NPA-NXX   |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 206 - 213 | 206 - 286 | 206 - 439 | 206 - 767 | 253 - 751 | 360 - 735 | 425 - 649 |
| 206 - 214 | 206 - 297 | 206 - 440 | 206 - 768 | 253 - 752 | 360 - 737 | 425 - 653 |
| 206 - 216 | 206 - 298 | 206 - 444 | 206 - 781 | 253 - 756 | 360 - 750 | 425 - 656 |
| 206 - 217 | 206 - 301 | 206 - 509 | 206 - 782 | 253 - 759 | 360 - 759 | 425 - 746 |
| 206 - 218 | 206 - 306 | 206 - 544 | 206 - 783 | 253 - 761 | 360 - 905 | 425 - 747 |
| 206 - 241 | 206 - 352 | 206 - 574 | 206 - 784 | 253 - 773 | 360 - 906 | 425 - 748 |
| 206 - 242 | 206 - 361 | 206 - 575 | 206 - 788 | 253 - 839 | 360 - 992 | 425 - 865 |
| 206 - 243 | 206 - 362 | 206 - 592 | 206 - 789 | 253 - 872 | 360 - 993 | 425 - 957 |
| 206 - 244 | 206 - 363 | 206 - 599 | 206 - 824 | 253 - 879 | 425 - 208 | 509 - 532 |
| 206 - 246 | 206 - 364 | 206 - 655 | 206 - 835 | 253 - 941 | 425 - 251 | 509 - 533 |
| 206 - 248 | 206 - 365 | 206 - 658 | 206 - 870 | 253 - 945 | 425 - 373 | 509 - 534 |
| 206 - 270 | 206 - 366 | 206 - 662 | 206 - 878 | 253 - 946 | 425 - 378 | 509 - 535 |
| 206 - 272 | 206 - 367 | 206 - 690 | 206 - 901 | 360 - 418 | 425 - 401 | 509 - 536 |
| 206 - 273 | 206 - 368 | 206 - 691 | 206 - 988 | 360 - 619 | 425 - 562 | 509 - 568 |
| 206 - 277 | 206 - 378 | 206 - 706 | 253 - 395 | 360 - 690 | 425 - 564 | 509 - 965 |
| 206 - 281 | 206 - 394 | 206 - 716 | 253 - 437 | 360 - 693 | 425 - 603 | 509 - 966 |
| 206 - 282 | 206 - 417 | 206 - 762 | 253 - 459 | 360 - 694 | 425 - 614 | 509 - 972 |
| 206 - 283 | 206 - 418 | 206 - 763 | 253 - 528 | 360 - 695 | 425 - 641 |           |
| 206 - 284 | 206 - 431 | 206 - 764 | 253 - 529 | 360 - 696 | 425 - 643 |           |
| 206 - 285 | 206 - 433 | 206 - 766 | 253 - 657 | 360 - 699 | 425 - 644 |           |

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Bernie Stevens, President 100 Commercial Drive Fairfield, OH 45014 Effective: July 11, 2005

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.3. NETWORK EXCHANGE SERVICE ZONES, Continued

# 7.3.4. Verizon Service Area – Zone 1

NPA-NXX NPA-NXX NPA-NXX NPA-NXX NPA-NXX NPA-NXX

[Reserved for future use]

# 7.4. NETWORK SWITCHED SERVICES RATES

All rates are effective rates.

#### 7.4.1. Residential Services

#### A. Residential Basic Local Service

#### I. Residential Dial Tone Service

rer line, per month	
Qwest Zone 1	\$12.99
Qwest Zone 2	\$15.99
Qwest Zone 3	\$15.99
Direct Dialed Local Exchange calls, per minute	\$0.050
Direct Dialed InterLATA Toll, per minute	\$0.099
Direct Dialed IntraLATA Toll, per minute	\$0.099

#### II. PowerNet Basic Service

Per Line, Per Month	
Qwest Zone 1	\$15.99
Qwest Zone 2	\$19.99
Qwest Zone 3	\$19.99
Direct Dialed InterLATA Toll, per minute	\$0.099
Direct Dialed IntraLATA Toll, per minute	\$0.099

\*\*\*Text on this page relocated from pages 105 and 106.\*\*\*

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# 7.4. NETWORK SWITCHED SERVICES RATES, Continued

# 7.4.1. Residential Services, Continued

#### B. Residential Bundled Services

I. PowerNet Global Unlimited Bundled Service

Per Line, Per Month	
Qwest Zone 1	\$44.99
Qwest Zone 2	\$44.99
Qwest Zone 3	\$44.99

II. PowerNet Global Basic Plus Bundled Service

Per Line, Per Month	
Qwest Zone 1	\$24.99
Qwest Zone 2	\$24.99
Qwest Zone 3	\$24.99
Direct Dialed InterLATA Toll, per minute	\$0.099
Direct Dialed IntraLATA Toll, per minute	\$0.099

# 7.5. ADDITIONAL MISCELLANEOUS CHARGES

### 7.5.1. Individual Calling Features

All Call Blocking	\$3.50
Anonymous Call Rejection	\$3.50
Call Forwarding - No Answer/Busy Line	\$3.50
Call Forwarding- Variable	\$3.50
Call Waiting	\$3.50
Call Waiting with ID	\$3.50
Caller ID With Name	\$3.50
Speed Dial 8	\$3.50
Speed Dial 30	\$3.50
Three-Way Calling	\$3.50

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# SECTION 7 - GRANDFATHERED SERVICES AND RATES, Continued

# 7.5. ADDITIONAL MISCELLANEOUS CHARGES, Continued

### 7.5.2. Feature Package

Per month, per line

\$7.99

## 7.5.3. Directory Listing

Non-Published Listing	
Non-Listed Listing	
Additional Listing	

\$2.40

\$2.40 \$2.40

## 7.6. INTEREXCHANGE SERVICES

#### 7.6.1. **Power3000 Service**

A. Permits Customers a specific number of intrastate and interstate long distance calling minutes for a flat monthly fee. International calling is not included with this Service, but is billed on a separate per minute basis. Power3000 Service may be offered via 10-10-813 dial around, or a toll free access number if dial around service is unavailable. Customers accessing Power3000 service via 10-10-813 are permitted 3,000 intrastate and interstate minutes per month. Customers utilizing the toll-free access number are limited to 2,500 intrastate and interstate minutes per month.

#### B. Effective Rates

I. 10-10-813 Access,	3,000 minutes, per month
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\$29.95

II. Toll-Free Access, 2,500 minutes, per month\*

\$39.95

\*\*\*Text on this page relocated from pages 110, 118 and 120.\*\*\*

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<sup>\*</sup> Offered where 10-10-813 service is not available.