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2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer

2.4.1 Responsibilities of the Customer

The Customer shall be responsible for:

1. The payment of all applicable charges pursuant to this tariff, regardless of whether such charges are associated with the customer's own usage or that of users authorized by the customer. For purposes of this tariff, authorization includes any user with access to the premises housing the customer's service.

2. Reimbursing the Company for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.1 Responsibilities of the Customer (Cont'd)

3. 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 described in 2.5.10. 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 the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the customer. The Company may require the customer to demonstrate its compliance with this section prior to accepting an order for service;

4. 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 the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing

2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.1 Responsibilities of the Customer (Cont'd)

4. (Cont'd)

and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work; 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 2.5.10; 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 the Company;

5. Not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and

6. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance will be made for the period during which service is interrupted for such purposes.

2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.2 Claims

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

1. Any loss, destruction or damage to the property of the Company or an 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

2. 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 the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.3 Unlawful Purpose

The customer will not use any service the Company offers for any unlawful purpose or for any use that the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.4.4 Attachments or Connections

1. The customer will not permit equipment, accessories, apparatus, circuit or device to be attached to or connected with the Company's facilities except as provided in this Tariff.

2. In case any unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of the unauthorized attachment or connection or to disconnect service. The customer shall be responsible for the cost of correcting any impairment of service caused by the use if such attachments or connections and shall be billed for each service call made to premises because of such attachments or connections.

3. Where a maintenance or repair visit is made to the subscriber's premises and the difficulty or trouble report results from the use of unauthorized attachments or connections, the "Maintenance of Service Charge" as specified in Section 3 of the Tariff shall be applied.

2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.4 Attachments or Connections (Cont'd)

4. Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in Section 8 of this Tariff.

5. Accessories which aid a subscriber in the use of facilities of the Company in the service for which they are furnished under this Tariff are permissible provided that the use of any accessory does not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the company; or interfere with the proper functioning of such equipment or facilities.

2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.5 Transmission Interference

The customer, upon notification from the Company, will immediately shut down its transmission of signals if said transmission is causing interference to others.

2.4.6 Assignment or Transfer by Customer

The customer or other 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. The Company will permit the Customer to transfer the customer's existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

2.4.7 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

2.4.8 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 Network Services.

2. REGULATIONS (Cont'd)

2.4 Obligations of the Customer (Cont'd)

2.4.9 Broadcast of Recordings of Telephone Conversations

The customer may broadcast a recording of a telephone conversation provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with subscriber-provided voice recording equipment as specified in this Tariff, and pursuant to applicable law.

2.4.10 Recorded Public Announcements

Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, or miscellaneous devices for recorded public announcements are subject to the following conditions:

a. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the currently distributed telephone directory.

b. Private telephone numbers will not be furnished for use with recorded public announcements.

c. Failure to comply with the provisions of this Tariff shall be cause of termination of service.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service

2.5.1 Application for Service

1. Upon request of an application for service, the Company will give its customer or prospective customer information necessary for the customer to secure safe, efficient and continuous service.

2. Application for service, or requests from the customer for additional service or changes in the grade or class of service become contracts when received by the Company and are subject to the minimum contract term of one month unless specified otherwise.

3. The Company reserves the right to require application for service to be made in writing in a format determined by the Company.

4. Applicants may be required to pay in advance; at the time application is made installation/service establishment charges, service charges, any other nonrecurring charges, and a deposit if required.

5. Generally, installation of an applicant's basic telephone service, not involving a line extension, will be completed within five (5) working days unless a different date is mutually agreed to between the applicant and the Company or otherwise specified in the Tariff.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.1 Application for Service (Cont'd)

6. The Company may decline to serve an applicant until such applicant has complied with the state and municipal regulations and the Company-approved General Rules and Regulations on file with the Commission governing the service applied for or for the following reasons:

   a. The applicant's installation or equipment is known to be inadequate, hazardous or of such character that satisfactory service cannot be provided.

   b. The applicant is indebted to any Company for the same kind of service as that applied for;

   c. The applicant refuses to make a deposit if required under these rules.

   d. The applicant refuses or neglects to provide reasonable access to the premises for installation operation, maintenance, or removal of Company property.

7. In the event that the Company refuses to serve an applicant under the provisions of these rules, the Company must inform the applicant of the basis of its refusal and that the applicant may file a complaint with the Commission.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.1 Application for Service (Cont'd)

8. The Company shall not refuse service to a present customer or applicant because of:

a. delinquency in payment for service by a previous occupant of the premises to be served;

b. failure to pay for merchandise, or charges for non-utility service purchased from the Company;

c. failure to pay a bill to correct previous under billing due to misapplication of rates more than six months prior to the date of application;

d. violation of the Company's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interfere with the service of others, or with other services such as communication services, unless the customer has first been notified and been afforded a reasonable opportunity to comply with said rules; and/or

e. failure to pay a bill of another customer as guarantor thereof, unless the guarantee was made in writing to the Company as a condition precedent to service.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service

2.5.2 Application of Residential Rates

Any customer requesting service must indicate the service classification. Service is classified as either residential or business service. Classification is reflected in rates charged in Section 5 in this Tariff. Residential rates apply to service furnished:

a. In private homes or apartments (including all parts of the customer's domestic establishment) for domestic use and not for substantial occupational use.

b. For service provided to individual members of the clergy at a church when business service is already established at the church and the purpose for the residential service is for personal use.

c. In college fraternity or sorority houses, convents and monasteries for domestic, rather than occupational use.

d. To the residential portion of a location used for both residential and business purposes, where the use of the service is for domestic purposes and where the business use is occasional.

e. To a volunteer fire department or other entity eligible for aid under KRS 95A.262.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.4 Cancellation of Application for Service

1. Applications for service cannot be canceled without the Company's agreement. When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

2. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.5 Subscriber Billing

1. The subscriber is responsible for the payment of all charges in conjunction with the service furnished to the subscriber including, but not limited to, toll charges that have been accepted at the subscriber's location.

2. Monthly recurring charges are billed in advance and usage-based charges are billed in arrears.

3. Special billing arrangements may be established for services provided to Government agencies.

4. Bills are due when rendered unless otherwise specified on the bill and may be paid at any business office of the Company or at any agency authorized to receive such payments.

5. For billing purposes each month is presumed to have 30 days.

6. Retroactive billing adjustments will not be made for a period exceeding three years, unless sufficient proof is available to support an adjustment for a period exceeding three years.

7. A sample subscriber invoice is included as Attachment A of this Tariff.

8. Billing of the Customer by the Company will begin on the Service Commencement Date. The Commencement Date is the first day following the date on which the Company notifies the Customer that the service or facility is available for use.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.5 Subscriber Billing (Cont'd)

9. 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 tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

10. If service is disconnected by the Company in accordance with section 2.5.7 following and later restored, restoration of service will be subject to all applicable installation charges.

11. A late payment charge of 1.0 percent applies to each customer's bill for any undisputed amount from a previous month's bill when that amount has not been paid in full prior to the due date shown on the bill. The late payment percentage is applied to all new charges on a customer's previous month's bill that were not paid prior to the next billing date. State agencies subject to KRS 45.454 shall be assessed late payment charges in accordance with that statute. The late payment charge will not apply to unpaid late payment charges.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.5 Subscriber Billing (Cont'd)

12. Existing subscribers with overdue bill balances that are unable to pay all charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their service and make monthly payment arrangements with the company. Minimum repayment is $20 per month or twelve months, whichever is less. Subscribers requesting such restriction will receive the full toll restriction service at no charge until all past due amounts are paid in full. Failure by the subscriber to provide timely payment of all new charges and balance payment arrangements are subject to service suspension for nonpayment pursuant to the terms of this Tariff.

    Late payment charges described in paragraph (6) of this section 2.5.5.11 will not be applied on past due payment balances while payment arrangements are met. Late payment charges will apply on unpaid new service charges not paid in full prior to the due date on the customer's bill.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.6 Resolution of Disputes

Upon receiving a complaint from a customer at the Company's office, either by telephone, in writing or in person, the Company will make a prompt and complete investigation and advise the complainant of its findings.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.7 Termination of Service by the Company

1. A violation of any of the regulations contained in this Tariff on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.

2. The Company may with or without notice either suspend or terminate the subscriber's service without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises under the following:

   a. Abandonment of the Service

   b. Failure of a subscriber to make suitable deposit as required by this Tariff.

   c. Impersonation of another with fraudulent intent.

   d. Use of service in such a way as to impair or interfere with the service of other subscribers such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connections with a plan or attempt to secure a large volume of telephone calls, to be directed so such subscriber at or about the same time which may result in preventing obstructing, or delaying the telephone service of others.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.7 Termination of Service by the Company (Cont'd)

2. (Cont'd)

e. Abuse or fraudulent use of service; such abuse or fraudulent use includes:

1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service;

2) The obtaining, or attempting to obtain, or assisting another to obtain long distance messages telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through an other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;

3) The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably expected to frighten or torment another;

4) The use of profane of obscene language;

5) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

6) Any other violation of the Company's regulations.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.7 Termination of Service by the Company (Cont'd)

3. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuse to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

4. The Company may terminate the service and remove its equipment for non-payment of any sum due for exchange, long distance, or other services with notice as follows:

   a. Written notice shall be sent to the customer no less than 10 days prior to the termination date.
   b. Disconnection shall not occur on the day preceding a Saturday, Sunday and legal holidays.

5. When the Company terminates service to a subscriber due to a violation of its regulations by the subscriber, the regulations stipulated below for termination of service at the subscriber's request apply.

6. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair any other service rendered to the public by the Company.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.8 Termination of Service at the Subscriber's Request

1. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due for the period service has been rendered plus any unexpired portion of an initial service period or application termination charges, or both.

2. In the case of directory listings where the listing has appeared in the directory charges apply through the end of the directory period. In the following cases, however, charges will be continued only to the date of termination of the extra listing, subject, however, to a minimum charge of one month.

   a. The contract for the main service is terminated.
   b. The listed party becomes a subscriber to some class of exchange service.
   c. The listed party moves to a new location.
   d. The listed party dies.

3. Contracts for periods of longer than one months for services requiring line extension may be terminated upon payment of all charges that would accrue to the end of the contract period; or, the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.9 Suspension of Business or Residence Service

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service unless otherwise specified in other sections of this Tariff. Suspension of service is available on the subscriber's complete service or on such portion thereof as can be suspended.

2. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.

3. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a party at which service is suspended may be referred to the call number of another party in the same or a distant exchange by subscribing to Remote Call Forward Service.

4. The charge for the total suspension period may be collected in advance.

5. There is no reduction in the charge for foreign central office line mileage and foreign exchange line mileage during the period of suspension.

6. In connection with service at a concession rate, the charge for service during the period of suspension is 50 percent of the rate regularly charged for service without concession, except in the case the concession is 50 percent or more, then the charge during the period of suspension is the rate regularly charged for the concession service.

7. The charge for Network Access Service during the period of suspension is 50 percent of the rate regularly charged, except as specified in 2.5.9 (1) preceding.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.10 Transfer of Service Between Subscribers

Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, provided there is not lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for under the following condition:

1. If the new subscriber, fully understanding the regulations governing the service and the status of the account and willingly assumes all obligation there under, then future bills will be rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.

2. Under transfer of service the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company there exists no relationship, business or otherwise, between the old and new subscriber, and when in the judgment of the Company a change in the telephone number is not required.

3. When a relationship exists, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.

4. Service order Charges as specified in Section 3 apply for all transfers of service unless otherwise noted.

2. REGULATIONS (Cont'd)

2.5 Establishment and Furnishing of Service (Cont'd)

2.5.11 Floor Space, Electric Power and Operating at the Subscriber's Premises

1. The subscriber is responsible for the provision and maintenance at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting, proper relative humidity and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.

2. Except as may be specified elsewhere in this tariff, all operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.