# Tariff Schedule Applicable to

Facilities-Based and Resold Local Exchange (T)

Telecommunications Services Furnished by (T)

Voxbeam Telecommunications Inc.

Between Points Within the State of Maryland

Issued: July 1, 2015
Issued By: Effective: August 1, 2015
Ryan Rapolti, Head US Development

### TARIFF FORMAT

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

### **CHECK SHEET**

Sheets 1 through 68 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

PAGE	REVISION	PAGE	REVISION		PAGE	REVISION	
1	First Revised	31	Original		61	Deleted	*
2	Original	32	Original		62	Original	
3	Second Revised *	33	Original		63	Original	
4	First Revised	34	Original		64	Original	
5	Second Revised *	35	Original		65	Original	
6	Original	36	Original		66	Original	
7	Original	37	Original		67	Original	
8	Original	38	Original		68	First Revised	*
9	Original	39	First Revised		69	Deleted	*
10	Original	40	First Revised	*			
11	Original	41	Original				
12	Original	42	Original				
13	Original	43	Original				
14	Original	44	First Revised	*			
15	Original	45	Deleted	*			
16	Original	46	Deleted	*			
17	Original	47	Deleted	*			
18	Original	48	Deleted	*			
19	Original	49	First Revised				
20	Original	50	First Revised				
21	Original	51	First Revised	*			
22	Original	52	First Revised	*			
23	Original	53	Deleted	*			
24	Original	54	Deleted	*			
25	Original	55	Deleted	*			
26	Original	56	Deleted	*			
27	Original	57	Deleted	*			
28	Original	58	Deleted	*			
29	Original	59	Deleted	*			
30	Original	60	Deleted	*			

Issued: September 1, 2015 Effective: October 1, 2015

	TABLE OF CONTENTS			
1 - GENERAL				
Expla	anation of Symbols	6		
Appl	ication of the Tariff	16		
Defir	nitions	16		
2 - RULES A	ND REGULATIONS	17		
2.1	Undertaking of the Company	17		
2.2	Obligations of the Customer	17		
2.3	Liability of the Company	19		
2.4	Application for Service	22		
2.5	Payment for Service	24		
2.6	Customer Deposits	25		
2.7	Late Payment Charges	26		
2.8	Customer Complaints and Billing Disputes	27		
2.9	Allowance for Interruptions in Service	27		
2.10	Taxes and Fees	31		
2.11	Returned Check Charge	31		
2.12	Directory Assistance Call Allowance	31		
2.13	Special Customer Arrangements	32		
2.14	Termination of Service	32		
2.15	Unlawful Use of Service	35		
2.16	Interference with or Impairment of Service	35		
2.17	Telephone Solicitation by Use of Recorded Messages	36		
2.18	Incomplete Calls	36		
2.19	Overcharge/Undercharge	36		
3 - DESCRIP	ΓΙΟΝ OF SERVICES	37		
3.1	Trial Services	37		
3.2	Promotional Offerings	37		
3.3	Individual Case Basis ("ICB") Offerings	37		
3.4	Customized Pricing Arrangements Offerings	37		
	ND CHARGES	38		
4.1	Calculation of Rates	38		
4.2	[Reserved for Future Use]	39	<b>(D)</b>	
	CHARGES AND SURCHARGES	40		
5.1	Service Order and Change Charges	40		
5.2	Premises Visit Charge	41		
5.3	Restoral Charge	41		

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		TABLE OF CONTENTS, (CONT'D.)			
6.	LOCAL EXCHANGE SERVICE  6.1 General  6.2 Charges Based on Duration of Use  6.3 Basic Local Exchange Service  42  43  44				
7.	[Rese	erved for Future Use]	49		
8.	SUPF	PLEMENTAL SERVICES	51	<b>(D</b> )	
	8.1 8.2	Busy Line Verification and Emergency Interrupt Service Directory Listings	51 52	(D) (T) (T) (D)	
9.	INTR. 9.1 9.2 9.3 9.4 9.5 9.6	ALATA TOLL PRESUBSCRIPTION General Presubscription Charge Application End User/Pay Telephone Service Provider Charge Discrepancy PIC Switchback Options Informational Notice to Customers Rates and Charges	62 62 63 64 66 67		
10.	[RESE	RVED FOR FUTURE USE]	68	<b>(D)</b>	

Issued: September 1, 2015 Effective: October 1, 2015

### 1 GENERAL

# 1.1 Explanation of Symbols

- (C) To signify a changed regulation
- (D) To signify a discontinued rate or regulation
- (I) To signify an increase in a rate
- (M) To signify text or rates relocated without change
- (N) To signify a new rate or regulation or other text
- (R) To signify a reduction in a rate
- (S) To signify reissued regulations
- (T) To signify a change in text but no change in rate
- (Z) To signify a correction

## 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to <u>business</u> customers.
- 1.2.3 The Company's service territory <u>is statewide and consists exchanges or zones</u>:

Exchange	Rate	
or Zone	Group	Exchange and Zones Included in Exchange
		Areas
Aberdeen	B,B2	Aberdeen, Bel Air, Churchville, Darlington,
		Edgewood, Fallston, Havre de Grace,
		Perryville and Port Deposit exchanges, and the
		Fork zone.
Annapolis	B,B2	Annapolis, Crofton, Millersville, Odenton,
		Sherwood Forest and West River exchanges,
		and the Armiger-Gibson Island, Brooklyn
		Park-Linthicum, Glen Burnie, Severn and
		Severna Park zones.
Arbutus Zone	A,A1	All zones of the BMEA and the Columbia and
		Sykesville exchanges.
Armiger-Gibson	A,A1	All zones of the BMEA and the Annapolis
		exchange.
Island Zone		

Exchange	Rate	
Or Zone	Group	Exchange and Zones Included in Exchange Areas
Ashton		Ashton, Columbia, Damascus, Gaithersburg, Glenwood and
		Laurel exchanges, and the Berwyn, Bethesda, Hyattsville,
		Kensington, Layhill, Rockville, Silver Spring and
		Washington, D.C. zones. In addition, telephones in the
		Ellicott City Zone are included in the exchange area of
		telephones bearing the central office description of 854 of
		the Ashton Exchange.
Baltimore Zone	A,A1	All zones of the BMEA and the Columbia, Fallston, Sparks-
		Glencoe, Sykesville and Worthington exchanges.
Bel Air	B,B2	Bel Air, Aberdeen, Cardiff, Churchville, Darlington,
		Edgewood, Fallston, Havre de Grace and Jarrettsville
		exchanges, and the Fork, Parkville and Towson zones.
Berlin	B,B2	Berlin, Bishopville, Ocean City, Pocomoke, Salisbury, Snow
		Hill and Willards.
Berwyn Zone	A,A2	All zones of the WMEA and the Ashton, Columbia, Crofton
		and Laurel exchanges. In addition, telephone services
		bearing the central office designations 410-724, 792, 797,
		813, 862 and 880 of the Waterloo zone are also included in
		the exchange area of customers with telephone services
		bearing the central office designation 301-206, 369, 419, 886
		and 953 of the Berwyn zone.
Bethesda Zone	A,A2	All zones of the WMEA and the Ashton, Damascus,
D: 1 '11	D D2	Gaithersburg and Laurel exchanges.
Bishopville	B,B2	Bishopville, Berlin, Ocean City, Salisbury, Selbyville, Del., Snow Hill and Willards.
Bittinger	B,B1	Bittinger, Friendsville-Accident, Grantsville, Lonaconing,
Dittinger	Б,Б1	Oakland, and Westernport.
Bowie-	A.A2	All zones of the WMEA and the Crofton, Laurel,
Glenn Dale	,	Millersville, Odenton and West River exchanges. In
		addition, telephone services bearing the central office
		designations 410-519 or 551 of the Severn zone and 410-793
		of the Severna Park zone are also included in the exchange
		area of customers with telephone services bearing the central
		office designations 301-261, 621, 677, 858, 912 or 970 of
		the Bowie-Glenn Dale zone.
Brandywine	B,B2	Brandywine, Hughesville and Waldorf Exchanges, and the
		Capitol Heights, Clinton, Marlboro and Oxon Hill zones.
Brooklyn Park-	A,A1	All zones of the BMEA and the Annapolis, Columbia,
Linthicum Zone		Millersville, Odenton, Sherwood Forest and Sykesville
		exchanges.
Brunswick	B,B2	Brunswick, Buckeystown, Frederick, Keedysville and
		Middletown.
Buckeystown	B,B1	Buckeystown, Brunswick, Frederick, New Market and
		Poolesville

Exchange	Rate	
Or Zone	Group	Exchange and Zones Included in Exchange Area
Cambridge		Cambridge, Hurlock, Oxford, St. Michaels, Tilghman,
•		Trappe, Vienna and Wingate.
Capitol Heights	A,A2	All zones of the WMEA and the Brandywine, Indian Head,
Zone		Laurel, Waldorf and West River exchanges.
Cardiff	B,B1	Bel Air, Cardiff, Darlington, Delta, Pa., Fawn Grove, Pa.,
		Jarrettsville and Port Deposit.
Catonsville Zone	A,A1	All zones of the BMEA and the Columbia, Glenwood,
		Laurel and Sykesville exchanges.
Cecilton	B,B1	Cecilton, Chesapeake City, Elkton, Galena, Still Pond and
		Warwick.
Centreville	B,B1	Centreville, Chestertown, Church Hill, Easton, Greensboro,
		Hillsboro, Queenstown, Ridgely, Rock Hall, Stevensville
		and Sudlersville.
Chase Zone	A,A1	All zone of the BMEA and the Edgewood.
Chesapeake City	B,B1	Cecilton, Chesapeake City, Elkton and Warwick.
Chestertown	B.B1	Centerville, Chestertown, Church Hill, Galena, Millington,
		Rock Hall, Still Pond and Sudlersville.
Church Hill	B,B1	Centerville, Chestertown, Church Hill, Millington and
		Sudlersville.
Churchville	B,B1	Aberdeen, Bel Air, Churchville, Darlington, Edgewood,
		Fallston, and Havre de Grace.
Clear Spring	B,B1	Clear Spring, Hagerstown, Hancock and Williamsport.
Clinton Zone	A,A2	All zones of the WMEA and the Brandywine and Waldorf
		exchanges.
Cockeysville	A,A1	All zones of the BMEA and the Hampstead, Jarretts-
Zone		Jarrettsville, Parkton, Sparks-Glencoe, Sykesville and
		Worthington exchanges.
Columbia	A,A1	Ashton, Columbia, Glenwood and Laurel exchanges and the
		Arbutus, Baltimore, Berwyn, Brooklyn Park-Linthicum,
		Catonsville, Elkridge, Ellicott City, Glen Burnie, Layhill,
		Pikesville, Randallstown, Silver Spring, Towson, Waterloo
		and Woodlawn zones.
Crisfield	B,B2	Crisfield, Marion, Pocomoke, Princess Anne, Salisbury and
		Smith Island.
Crofton	B,B2	Annapolis, Crofton, Millersville, Odenton, Sherwood Forest
		and West River exchanges, and the Berwyn, Bowie-Glenn
		Dale, Glen Burnie, Hyattsville, Severn and Severna Park
		zones.
Cumberland	B,B1	Cumberland, Flintstone-Oldtown, Frostburg, Grantsville,
		Hewitt, Pa., Lonaconing, McCoole, Mt. Savage, Ridgeley,
		W. Va., State Line, Pa., Wellersburg, Pa., and Westerport.

Exchange	Rate	
Or Zone		Exchange and Zones Included in Exchange Areas
Damascus	A,A1	Ashton, Damascus, Frederick, Gaithersburg, Glenwood, Mt.
		Airy and New Market exchanges, and the Bethesda,
		Kensington, Layhill, Rockville and Silver Spring zones.
Darlington	B,B1	Aberdeen, Bel Air, Cardiff, Churchville, Darlington, Havre
		de Grace and Port Deposit.
Deal Island	B,B2	Deal Island, Nanticoke, Princess Anne, Salisbury, Smith
		Island and Vienna.
Delmar	B,B1	Delmar, Del., Delmar, Md., Laurel, Del., Nanticoke,
		Salisbury, Sharptown and Willards.
Denton	B,B1	Denton, Easton, Federalsburg, Greensboro, Hillsboro,
		Preston and Ridgely.
Dundalk Zone	A,A1	All zones of the BMEA and the Edgewood exchange.
Easton	B,B1	Centreville, Denton, Easton, Federalsburg, Greensboro,
		Hillsboro, Oxford, Preston, Queenstown, Ridgely, St.
		Michaels, Stevensville, Tilghman and Trappe.
Edgewood	B,B2	Aberdeen, Bel Air, Churchville, Edgewood, Fallston and
		Havre de Grace exchanges, and the Chase, Dundalk, Essex,
		Fork, Parkville, Sparrows Point and Towson zones.
Elkridge Zone	A,A1	All zones of the BMEA and the Columbia, Laurel, Odenton
-		and Sykesville exchanges.
Elkton	B,B1	Cecilton, Chesapeake City, Elkton, North East, Perryville,
		Port Deposit and Warwick.
Ellicott City	A,A1	All zones of the BMEA and the Columbia, Glenwood,
		Laurel
Zone		and Sykesville exchanges. In addition, telephones bearing
		the central office designation of 854 of the Ashton exchange
		are included.
Emmitsburg	B,B2	Emmitsburg, Fairfield, Pa., Frederick, Highfield and
		Thurmot.
Essex Zone	A,A1	All zones of the BMEA and the Edgewood exchange.
Fallston	A,A1	Aberdeen, Bel Air, Churchville, Edgewood, Fallston, Havre
		de Grace and Jarrettsville exchanges, and the Baltimore,
		Fork, Parkville and Towson zones.
Federalsburg	B,B1	Denton, Easton, Federalsburg, Hurlock, Preston and
		Sharptown.
Flintstone-	B,B1	Cumberland, Flintstone-Oldtown, Hancock, Hewitt, Pa.,
Oldtowown		Ridgely, W. Va., and State Line, Pa.
Fork Zone	A,A1	All zones of the BMEA and the Aberdeen, Bel Air,
		Edgewood, Fallston, Jarrettsville and Sparks-Glencoe
		exchanges.
Frederick	B,B2	Brunswick, Buckeystown, Damascus, Emmitsburg,
		Frederick, Middletown, Mt. Airy, Myersville, New Market,
		Thurmont, Union Bridge and Walkersville.

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Exchange Or Zone	Rate	Exchange and Zones Included in Exchange Areas
Friendsville- Accident	B,B1	Bittinger, Friendsville-Accident, Grantsville and Oakland.
Frostburg	B,B1	Cumberland, Frostburg, Grantsville, Lonaconing, Mt. Saveage and Wellersburg, Pa.
Gaithersburg	A,A1	Ashton, Damascus, Gaithersburg and Poolesville exchanges and the Bethesda, Kensington, Layhill, Rockville, Silver Spring and Washington, D.C., zones.
Galena	B,B1	Cecilton, Chestertown, Galena, Millington, Still Pond and Warwick.
Glen Burnie Zone	A,A1	All zones of the BMEA and the Annapolis, Columbia, Crofton, Laurel, Millersville, Odenton, Sherwood Forest and Sykesville exchanges.
Glenwood	B,B2	Ashton, Columbia, Damascus, Glenwood, Mt. Airy and Sykesville exchanges and the Catonsville, Ellicott City, and Woodlawn zones.
Grantsville	B,B1	Bittinger, Cumberland, Friendsville-Accident, Frostburg, Grantsville, Lonaconing, Mt. Savage and Salisbury, Pa.
Greensboro	B,B1	Centerville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Sudlersville.
Hagerstown	B,B1	Clear Spring, Hagerstown, Hancock, Keedysville, Falling Waters, W.Va., Myersville, Smithsburg and Williamsport.
Hampstead	B,B2	Hampstead, Parkton, Silver Run, Sparks- Glencoe, Westminster and Worthington exchanges, and the Cockeysville, Pikesville, Reisterstown, Towson zones.
Hancock	B,B2	Berkeley Springs, W. Va., Clear Spring, Flintstone-Oldtown, Hagerstown, Hancock, Needmore, Pa., and Warfordsburg, Pa.
Havre de Grace	B,B1	Aberdeen, Bel Air, Churchville, Darlington, Edgewood, Fallston, Havre de Grace, Perryville and Port Deposit.
Highfield	B,B1	Blue Ridge Summit, Pa., Emmitsburg, Highfield, Myersville, Smithsburg, Thurmont and Waynesboro, Pa.
Hillsboro	B,B1	Centreville, Denton, Easton, Greensboro, Hillsboro, Ridgely and Queenstown.
Hughesville	B,B1	Brandywine, Hughesville, La Plata, Mechanicsville, Tompkinsville and Waldorf.
Hurlock	B,B1	Cambridge, Federalsburg, Hurlock, Preston, Sharptown, Trappe and Vienna.
Hyattsville Zone	A,A2	All zones of the WMEA and the Ashton, Crofton, Laurel and West River exchanges.
Indian Head	B,B2	Indian Head, La Plata, Nanjemoy and Waldorf exchanges, and the Capitol Heights and Oxon Hill zones.

Exchange Or Zone Jarrettsville		Exchange and Zones Included in Exchange Areas Bel Air, Cardiff, Fallston, Jarrettsville, Parkton and Sparks-Glencoe exchanges, and the Cockeysville, Fork, Parkville and Towson zones. Further, the Stewartstown, Pa., and Fawn Grove, Pa., exchanges are included in the exchange area of dial tone lines of the Jarrettsville Exchange bearing the central office designation 941, which is no longer offered and will be provided only to existing customers at the same location.
Keedysville	B,B2	Brunswick, Hagerstown, Keedysville, Middletown, Myersville and Williamsport.
Kensington Zone	A,A2	All zones of the WMEA and the Ashton, Damascus, Gaithersburg and Laurel exchanges.
Kitzmiller	B,B1	Elk Garden, W. Va., Kitzmiller, Oakland and Westernport.
La Plata	B,B1	Hughesville, Indian Head, La Plata, Mechanicsville,
		Nanjemoy, Tomkinsville and Waldorf.
Laurel	A,A2	Ashton, Columbia, Laurel, Millersville and Odenton exchanges, and the Berwyn, Bethesda, Bowie-Glenn Dale, Capitol Heights, Catonsville, Elkridge, Ellicott City, Glen Burnie, Hyattsville, Kensington, Layhill, Marlboro, Severn, Silver Spring, Washington, D.C., and Waterloo zones.
Layhill Zone	A,A2	All zones of the WMEA and the Ashton, Columbia, Damascus, Gaithersburg and Laurel exchanges.
Leonardtown	B,B1	Leonardtown, Lexington Park-Great Mills, Mechanicsville, Ridge and Tompkinsville.
Lexington Park- Great Mills	B,B1	Leonardtown, Lexington Park-Great Mills, Mechanicsville, Ridge and Solomons.
Lonaconing	B,B1	Bittinger, Cumberland, Frostburg, Grantsville, Lonaconing, McCoole, and Westernport.
Marion	B,B2	Crisfield, Marion, Pocomoke, Princess Anne and Salisbury.
Marlboro Zone	A,A2	All zones of the WMEA and the Brandywine, Laurel, North Beach and West River Exchanges.
McCoole	B,B1	Cumberland, Keyser, W. Va., Lonaconing, McCoole, Piedmont, W. Va., and Westernport.
Mechanicsville	B,B1	Hughesville, La Plata, Leonardtown, LexingtonPark-Great Mills, Mechanicsville and Tompkinsville.
Middletown	B,B1	Brunswick, Frederick, Keedysville, Middletown and Myersville.
Millersville	B,B2	Annapolis, Crofton, Laurel, Millersville, Odenton and Sherwood Forest exchanges, and the Bowie-Glenn Dale, Brooklyn Park-Linthicum, Glen Burnie, Severn, Severna Park and Waterloo zones.

Exchange	Rate	Evaluate and Zones Included in Evaluate Amos
Or Zone Millington	B,B1	Exchange and Zones Included in Exchange Areas Chestertown, Church Hill, Galena, Millington, Still Pond,
		Sudlersville, and Warwick.
Mt. Airy	B,B2	Damascus, Frederick, Glenwood, Mt. Airy, New market and Sykesville.
Mt. Savage	B,B1	Cumberland, Frostburg, Grantsville, Mt. Savage and
		Wellersburg, Pa.
Myersville	B,B2	Frederick, Hagerstown, Highfield, Keedysville, Middletown, Myersville, Smithsburg and Thurmont.
Nanjemoy	B,B1	Indian Head, La Plata, Nanjemoy and Waldorf.
Nanticoke	B,B1	Deal Island, Delmar, Nanticoke, Princess Anne, Salisbury and Vienna.
New Market	B,B1	Buckeystown, Damascus, Frederick, Mt. Airy and New Market.
New Windsor	B,B1	New Windsor, Sykesville, Union Bridge and Westminster.
North Beach	B,B1	North Beach, Prince Frederick, Solomons and West River
		exchanges and the Marlboro zone.
North East	B,B1	Elkton, North East, Perryville and Port Deposit.
Oakland	B,B1	Bittinger, Friendsville-Accident, Gormania, W. Va.,
		Kitzmiller, Oakland and Westernport.
Ocean City	B,B2	Berlin, Bishopville, Ocean City, Salisbury, Snow Hill and Willards.
Odenton	B,B2	Annapolis, Crofton, Laurel, Millersville, Odenton and
		Sherwood Forest exchanges, and the Bowie-Glenn Dale,
		Brooklyn Park-Linthicum, Elkridge, Glen Burnie, Severn,
		Severna Park and Waterloo zones.
Oxford	B,B1	Cambridge, Easton, Oxford, St. Michaels and Trappe.
Oxon Hill Zone	A,A2	All zones of the WMEA and the Brandywine, Indian Head and Waldorf exchanges.
Parkton	B,B2	Hampstead, Jarrettsville, Parkton and Sparks-Glencoe
	,	exchanges, and the Cockeysville and Towson zones.
Parkville Zone	A,A1	All zones of BMEA and the Bel Air, Edgewood, Fallston,
	,	Jarrettsville and Sparks-Glencoe exchanges.
Perryville	B,B1	Aberdeen, Elkton, Havre de Grace, North East, Perryville
		and Port Deposit.
Pikesville Zone	A,A1	All zones of the BMEA and the Columbia, Hampstead,
		Sykesville, Westminster and Worthington exchanges.
Pocomoke	B,B2	Berlin, Crisfield, Marion, Pocomoke, Princess Anne,
		Salisbury, Snow Hill and Temperanceville, Va.
Poolesville	B,B2	Buckeystown, Gaithersburg and Poolesville exchanges and the Rockville zone.

Exchange	Rate	
Or Zone	Group	Exchange and Zones Included in Exchange Areas
Port Deposit	B,B1	Aberdeen, Cardiff, Darlington, Elkton, Havre de Grace,
-		North East, Perryville and Port Deposit.
Preston	B,B1	Denton, Easton, Federalsburg, Hurlock, Preston and Trappe.
Prince Frederick	B,B1	North Beach, Prince Frederick and Solomons.
Princess Anne	B,B1	Crisfield, Deal Island, Marion, Nanticoke, Pocomoke,
		Princess Anne, Salisbury, Smith Island and Snow Hill.
Queenstown	B,B1	Centreville, Easton, Hillsboro, Queenstown, Rock Hall, St.
		Michaels and Stevensville.
Randallstown	A,A1	All zones of the BMEA and the Columbia, Sykes,
Zone		Sykesville and Worthington exchanges.
Reisterstown	A,A1	All zones of the BMEA and the Hampstead, Sparks-
Zone	-	Glencoe, Sykesville, Westminster and Worthington
		exchanges.
Ridge	B,B1	Leonardtown, Lexington Park-Great Mills and Ridge.
Ridgely	B,B1	Centreville, Denton, Easton, Greensboro, Hillsboro and
		Ridgely.
Rock Hall	B,B1	Centreville, Chestertown, Queenstown, Rock Hall and
		Stevensville.
Rockville Zone	A,A2	All zones of the WMEA and the Ashton, Damascus,
		Gaithersburg and Poolesville exchanges.
St. Michaels	B,B1	
		Stevensville and Tilghman.
Salisbury	B,B2	Berlin, Bishopville, Crisfield, Deal Island, Delmar, Del.,
		Delmar, Md., Marion, Nanticoke, Ocean City, Pocomoke,
		Princess Anne, Salisbury, Sharptown, Snow Hill, Vienna and
		Willards.
Severn Zone	A,A1	· · · · · · · · · · · · · · · · · · ·
		Millersville, Odenton and Sherwood Forest exchanges. In
		addition, telephones bearing the central office designation
		301-261, 621, 677, 858, 912 and 970 of the Bowie-Glenn
		Dale zone are also included in the exchange area of
		customers with telephones bearing the central office
		designations 410-519 and 551 of the Severn zone.
Severna Park	A,A1	All zones of the BMEA and the Annapolis, Crofton,
Zone		Millersville, Odenton and Sherwood Forest exchanges. In
		addition, telephones bearing the central office designation
		301-261, 621, 677, 858, 912 and 970 of the Bowie-Glenn
		Dale zone are also included in the exchange area of
		customers with telephones bearing the central office
		designation 410-793 of the Severna Park zone. Millersville,
		Sharptown B,B1 Delmar, Del., Delmar, Md.,
		Federalsburg, Hurlock, Salisbury, Sharptown and Vienna.

Exchange Or Zone	Rate Group	Exchange and Zones Included in Exchange Areas
		Annapolis, Crofton, Millersville, Odenton and Sherwood Forest exchanges and the Brooklyn Park-Linthicum, Glen Burnie, Severn and Severna Park zones.
Silver Run	B,B1	Hampstead, Littlestown, Pa., Silver Run, Taneytown and Westminster.
Silver Spring Zone	A,A2	All zones of the WMEA and the Ashton, Columbia, Millersville, Damascus, Gaithersburg and Laurel exchanges.
Smith Island	B,B1	Crisfield, Deal Island, Princess Anne and Smith Island.
Smithsburg		Hagerstown, Highfield, Myersville and Smithsburg.
Snow Hill		
Show Hill	B,B2	Berlin, Bishopville, Ocean City, Pocomoke, Princess Anne, Salisbury, Snow Hill and Willards.
Solomons	B,B1	Lexington Park - Great Mills, North Beach, Prince Frederick and Solomons.
Sparks-Glencoe	A,A1	Hampstead, Jarrettsville, Parkton, Sparks-Glencoe and Worthington exchanges, and the Baltimore, Cockeysville, Fork, Parkville, Reisterstown and Towson zones.
Sparrows Point Zone	A,A1	All zones of the BMEA and the Edgewood exchange.
Stevensville	B,B1	Centreville, Easton, Queenstown, Rock Hall, St. Michaels and Stevensville.
Still Pond	B,B1	Cecilton, Chestertown, Galena, Millington and Still Pond.
Sudlersville	B,B1	Centreville, Chestertown, Church Hill, Greensboro, Millington and Sudlersville.
Sykesville	A,A1	Glenwood, Mt. Airy, New Windsor, Sykesville and Westminster exchanges, and the Arbutus, Brooklyn Park-Linthicum, Catonsville, Cockeysville, Elkridge, Ellicott City, Glen Burnie, Pikesville, Randallstown, Reisterstown, Towson and Woodlawn zones.
Taneytown	B,B1	Silver Run, Taneytown, Union Bridge and Westminster.
Thurmont	B,B2	Emmitsburg, Frederick, Highfield, Myersville, Thurmont and Walkersville.
Tilghman	B,B1	Cambridge, Easton, St. Michaels and Tilghman.
Tompkinsville	B,B2	Hughesville, La Plata, Leonardtown, Mechanicsville,
•		Tompkinsville and Waldorf.
Towson Zone	A,A1	All zones of the BMEA and the Bel Air, Columbia, Edgewood, Fallston, Hampstead, Jarrettsville, Parkton, Sparks-Glencoe, Sykesville, Westminster and Worthington exchanges.
Trappe	B,B1	Cambridge, Easton, Hurlock, Oxford, Preston and Trappe.
Union Bridge	B,B2	Frederick, New Windsor, Taneytown, Union Bridge and Westminster.

Exchange	Rate	
Or Zone	Group	Exchange and Zones Included in Exchange Areas
Vienna	B,B1	Cambridge, Deal Island, Hurlock, Nanticoke, Salisbury,
		Sharptown, Vienna and Wingate.
Waldorf	B,B2	Brandywine, Hughesville, Indian Head, La Plata, Nanjemoy, Tompkinsville and Waldorf exchanges, and the Capitol Heights, Clinton and Oxon Hill zones.
Walkersville	B,B1	Frederick, Thurmont and Walkersville.
Warwick	B,B1	Cecilton, Chesapeake City, Elkton, Galena, Middletown, Del., Millington and Warwick.
Waterloo Zone	A,A1	All zones of the BMEA, and the Columbia, Laurel, Millersville and Odenton exchanges. In addition, telephone services bearing the central office designations 301-206, 369, 419, 886 and 953 of the Berwyn zone are also included in the exchange area of customers with telephone services bearing the central office designations 410-724, 792, 797, 813, 862 and 880 of the Waterloo zone.
Westernport	B,B2	Bittinger, Cumberland, Keyser, W. Va., Kitzmiller, Lonaconing, McCoole, Oakland, Piedmont, W. Va., and Westernport.
Westminster	B,B2	Hampstead, New Windsor, Silver Run, Sykesville, Taneytown, Union Bridge, Westminster and Worthington exchanges, and the Pikesville, Reisterstown and Towson zones.
West River	A,A1	Annapolis, Crofton, North Beach and West River exchanges and the Bowie-Glenn Dale, Capitol Heights, Hyattsville and Marlboro zones.
Willards	B,B2	Berlin, Bishopville, Delmar, Ocean City, Salisbury, Snow Hill and Willards.
Williamsport	B,B1	Clear Spring, Hagerstown, Falling Waters, W.Va., Keedysville and Williamsport.
Wingate	B,B1	Cambridge, Vienna and Wingate.
Woodlawn Zone		All zones of the BMEA and the Columbia, Glenwood and
Worthington	A,A1	Sykesville exchanges.  Hampstead, Sparks-Glencoe, Westminster and Worthington exchanges, and the Baltimore, Cockeysville, Pikesville, Randallstown, Reisterstown and Towson zones.

#### **GENERAL** 1

#### 1.3 **Definitions**

- 1.3.1 "Carrier," "Company" or "Utility" refers to Voxbeam Telecommunications Inc.
- 1.3.2 "Commission" means the Maryland Public Service Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

#### 2. **RULES AND REGULATIONS**

- 2.1 Undertaking of the Company
  - 2.1.1 The company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of Maryland.
  - 2.1.2 Customers and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff 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 the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- 2.2 Obligations of the Customer
  - 2.2.1 The customer shall be responsible for:
    - 2.2.1.1 The payment of all applicable charges pursuant to this tariff.
    - 2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
    - 2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
  - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
  - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

### 2.3 Liability of the Company

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

### 2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

### 2.3.3 Claims of Misuse of Service

- 2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.
- 2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

### 2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5.1

- 2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations.
  - The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

### 2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

### 2.3.7 Warranties

2.3.7.1 THE **COMPANY MAKES** NO **WARRANTIES** OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATON OF LAW, STATUTORY OR OTHERWISE. INCLUDING WARRANTIES OF **MERCHANTABILITY** FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warrantees or representations imposed by the Company should be upheld in a court of law.

## 2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

#### 2.4. Application for Service

### 2.4.1 Minimum Contract Period

- 2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.
- 2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.
- 2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

#### 2.4.2 Cancellation of Service

- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
  - Α The total costs of installing and removing such facilities; or
  - В The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

#### 2.5 Payment for Service

- Service will be billed directly by the Company on a monthly basis and is due and 2.5.1 payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

- 2.6 **Customer Deposits** 
  - 2.6.1 Reserved for Future Use
  - 2.6.2 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
  - 2.6.3 In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
    - 2.6.3.1 Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
    - 2.6.3.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
    - 2.6.3.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
    - 2.6.3.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
  - 2.6.4 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.
  - 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
    - 2.6.4.1 Was a customer of a Maryland utility within the preceding 2 years;
    - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
    - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and

- 2.6 Customer Deposits, (Cont'd.)
  - Did not on more than two occasions during the last 12 months that 2.6.4.4 service was provided, fail to pay a utility bill when it became due.
  - 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
  - 2.6.6 Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.
- 2.7 Late Payment Charges
  - 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

- Late Payment Charges, (Cont'd.) 2.7
  - 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).
- 2.8 Customer Complaints and Billing Disputes
  - 2.8.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
  - 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations Maryland Public Service Commission 6 St. Paul Street Baltimore, MD 21202 410-767-8028 (Office of External Relations) 410-767-8000 (Main PSC number) 1-800-492-0474 (Toll-free PSC number)

- 2.8.3 The Company provides the following toll free number 1-866-384-1860 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.
- 2.8.4 The Company will not collect attorney fees or court costs from customers.
- 2.9 Allowance for Interruptions in Service
  - 2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.2 Interruptions in service, which are not due to the negligence of, or noncompliance with the provisions of this tariff by the Customer, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the service that the interruption affects. allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff.
  - 2.9.3 For the purpose of applying this provision, the word "interruption" shall mean the inability to complete calls, either incoming or outgoing or both, due to equipment malfunction or human errors.

### 2.9.4 Credit for Interruptions

- 2.9.4.1 An interruption period begins when the Customer reports a service, facility, or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility, or circuit is operative. If the Customer reports a service, facility, or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- For calculating credit allowances, every month is considered to have 2.9.4.2 thirty (30) days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.4.3 A credit allowance will be given, upon request of the Customer to the business office, for interruptions of thirty (30) minutes or more. Credit allowances will be calculated as follows:
    - A. If interruption continues for less than twenty-four (24) hours, 1/30th of the monthly rate will be credited if it is the first interruption in the same billing period. If there was a previous interruption of at least twenty-four (24) hours in the same billing period 2/30ths of the monthly rate will be credited.
    - B. If interruption continues for more than twenty-four (24) hours and if caused by storm, fire, flood or other conditions out of the Company's control, 1/30<sup>th</sup> of the monthly rate for each twenty-four (24) hours of interruption.
    - C. For other interruptions, 1/30<sup>th</sup> of the monthly rate for the first twenty-four (24) hours and 2/30ths of such rate for each additional twenty-four (24) hours (or fraction thereof); however, if service is interrupted for over twenty-four (24) hours, more than once in the same billing period, the 2/30ths allowance applies to the first twenty-four (24) hours of the second and subsequent interruptions.
    - D. Two (2) or more interruptions of fifteen (15) minutes or more during any one (1) twenty-four (24) hour period shall be considered as one (1) interruption.
  - 2.9.4.4 Credits attributable to any billing period for interruptions of service shall not exceed the total charges for that period for the service and facilities furnished by the Company rendered useless or substantially impaired.

### 2.9.5 Limitations on Allowances.

2.9.5.1 "Interruption" does not include and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall the interruption allowance apply where service is interrupted by the negligence or willful act of the subscriber or where the Company, pursuant to the terms of the tariff, suspends or terminates service because of non payment of bills due to the Company, unlawful or improper use of the facilities or service, or any other reason covered by the tariff.

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.5.2 No credit allowances will be made for:
    - A. interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
    - B. interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
    - C interruptions due to the failure or malfunction of non-Company equipment;
    - D interruptions due to electric power failure where, by the provisions of this tariff, the subscriber is responsible for providing electric power;
    - E interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
    - F interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
    - G interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
    - H due to circumstances or causes beyond the control of Company; and
    - I that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.
  - 2.9.5.3 Allowance for interruptions of message rate service will not affect the subscriber's local call allowance during a given billing period.

- 2.9 Allowance for Interruptions in Service, (Cont'd.)
  - 2.9.6 Use of Another Means of Communications
    - 2.9.6.1 If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.
- 2.10 Taxes and Fees
  - 2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
  - 2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
  - 2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.11 Returned Check Charge
  - 2.11.1 The charge for a returned check is \$25.00
- 2.12 Directory Assistance Call Allowance
  - 2.12.1 Residential customers shall receive four free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

#### 2.13 **Special Customer Arrangements**

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

#### 2.14 Termination of Service:

### 2.14.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

## 2.14.2 Denial of Service Requiring Notice

- 2.14.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
  - A. Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
  - B. Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.
  - C. Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.
  - D. Non-payment of Bill.
    - D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.
    - D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.
    - D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

- D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

### 2.14.3 Insufficient Reasons for Denial of Service

- 2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:
  - A. Failure of a prior customer to pay for service at the premises to be serviced:
  - B. Failure to pay for a different class of service for a different entity;
  - C. Failure to pay the bill of another customer as guarantor of that bill;
  - D. Failure to pay directory advertising charges;
  - E. Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or
  - F. Failure to pay an outstanding bill that is over 7 years old, unless the:
    - F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;
    - F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or
    - F.3 Outstanding bill is for service obtained by the customer by means of an application made:
      - (i) In a fictitious name,

- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address.
- In the name of a third party without disclosing that (iii) fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or misrepresentations of a material fact.
- 2.14.3.2 This regulation applies to both residential and nonresidential classes of service.

#### Unlawful Use of Service 2.15

- 2.15.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:
  - 2.15.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or
  - 2.15.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.
- 2.15.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.
- 2.16 Interference with or Impairment of Service
  - 2.16.1 Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut

- 2.16.2 down its transmission of signals if said transmission is causing interference to others or impairing the service of others.
- 2.17 Telephone Solicitation by Use of Recorded Messages
  - 2.17.1 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.
- 2.18 **Incomplete Calls** 
  - 2.18.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.
- 2.19 Overcharge/Undercharge
  - Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01. 2.19.1
  - 2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

#### 3. DESCRIPTION OF SERVICES

#### 3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

# 3.2 Promotional Offerings

3.2.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

# 3.3 Individual Case Basis ("ICB") Offerings

3.3.1 The tariff may not specify the price of a service in the tariff as "ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

## 3.4 Customized Pricing Arrangements ("CPA") Offerings

3.4.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed with the Commission.

# 4. CALCULATION OF RATES AND CHARGES

#### 4.1 Calculation of Rates

- 4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 4.1.3 There is no variation in call rates based on time of day or day of week.

# 4. CALCULATION OF RATES AND CHARGES, (CONT'D.)

4.2 [Reserved for Future Use]

Issued: July 1, 2015 Effective: August 1, 2015

### 5 - SERVICE CHARGES AND SURCHARGES

# 5.1 Service Order and Change Charges\*

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5.1.1 Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Service Order Charge: Applies to connection of new lines and to services orders associated with Customer requests for changes in service, moves, and the addition of services, including the additional of calling features.

### 5.1.2 Rates

Line Connection Charge

Primary Line \$60.00 Secondary Line \$60.00

Service Order Charge

Moves/Adds/Changes \$25.00

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<sup>\*</sup>Applicable only to business Customers with one (1) up to four (4) lines.

### 5 - SERVICE CHARGES AND SURCHARGES

# 5.2 Premises Visit Charge

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

Installation Charge – 1 <sup>st</sup> Hour	\$120.00
Repair Charge – 1 <sup>st</sup> ½ Hour	\$ 91.00
Repair Charge – Each Add'l ½ Hour	\$ 46.00

# 5.3 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

Per occasion, per line: \$40.00

#### 6 - LOCAL EXCHANGE SERVICE

### 6.1 General

Local exchange service is offered to business Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

## 6 - LOCAL EXCHANGE SERVICE, (CONT'D.)

#### 6.2 Charges Based on Duration of Use

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 6.2.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.
- 6.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 6.2.3 Timing terminates on all calls when the calling party hangs up or the Company network receives an off-hook signal from the terminating carrier.
- 6.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 6.2.5 All times refer to Eastern Standard Time.

### 6 - LOCAL EXCHANGE SERVICE, (CONT'D.)

## 6.3 Basic Local Exchange Service\*

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#### 6.3.1 General

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- A. receive calls from other stations on the public switched telephone network;
- B. access the Company Local Calling Services and other Services as set forth in this tariff;
- C. access interexchange calling services of the Company and of other carriers;
- D. access (at no additional charge) to Company operators and business office for service related assistance;
- E. access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- F. access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company 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 tariffed use offering selected by the Customer.

## 6.3.2 Rates and Charges

Per Access Line

Monthly Rate \$60.00

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<sup>\*</sup>Applicable only to business Customers with one (1) up to four (4) lines.

Maryland PSC Tariff No. 1 First Revised Page 45 Cancels Original Page 45 This Page Also Cancels/Deletes Pages 46 through 48

# 6 - LOCAL EXCHANGE SERVICE, (CONT'D.)

[Reserved for Future Use]

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# 7 - [RESERVED FOR FUTURE USE]

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#### 8 - SUPPLEMENTAL SERVICES

#### 8.1 Busy Line Verification and Emergency Interrupt Service

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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. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

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.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

#### 8.2.1 Rates

\$7.50 Busy Line Verification, per request: Busy Line Interrupt, per request: \$5.00

Material now found on this page was previously found on Page 57.

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## 8 - SUPPLEMENTAL SERVICES, (CONT'D.)

# 8.2 Directory Listing Service

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#### 8.3.1 General

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The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

#### 8.3.2 Listings

### A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

Material now found on this page was previously found on Page 58

#### 9 - INTRALATA TOLL PRESUBSCRIPTION

#### 9.1 General

- 9.1.1 IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user or Pay Telephone Service Provider preferred IntraLATA toll provider.
- 9.1.2 Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).
- 9.1.3 An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Telephone Company at least twenty days prior to the IntraLATA toll-presubscriptionconversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.
- Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the 9.1.4 terms and conditions in Section 9.2.

- 9.2 Presubscription Charge Application
  - 9.2.1 90-Day Initial Free Presubscription choice for Existing Users
    - 9.2.1.1 Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:
      - Α. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
      - B. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
      - C. Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 9.7.1 following.
  - 9.2.2 Initial Free Presubscription Choice for New Users
    - 9.2.2.1 New end users (including an existing customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

- 9.2.2.2 Initial free selections available to new end user or Pay Telephone Service Providers are:
  - A. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
  - B. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
  - C. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 9.6 following.

# 9.2.3 Charge for IntraLATA Toll Presubscription

9.2.3.1 After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 9.6.

# 9.2.4 Cancellation of IntraLATA Toll Presubscription by an ITP

- 9.2.4.1 If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.
- 9.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")
  - 9.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

#### 9.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Telephone Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

- 9.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:
  - The customer's billing name and address and each telephone A. number to be covered by the PIC change order;
  - The decision to change the PIC to the ITP; and B.
  - C. The customer's understanding of the PIC change fee; or
- 9.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 9.3.2.1 preceding to confirm the authorization; or
- 9.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

- 9.3.3 The Company will follow the Federal Communications Commission's and the Maryland Public Service Commission's (if issued) regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.
- 9.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

# 9.4 PIC Switchback Options

9.4.1 Customer denies requesting change of ITP.

When the Telephone Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

- 9.4.1.1 The ITP is in no way relieved of the FCC requirements for:

  Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 9.4.1.2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Maryland Public Service Commission, 16th Floor, 6 St. Paul Street, Baltimore, MD 21202, or by calling toll free on 1-800-492-0474 or by calling the office of External Relations on 410-767-8028.
- 9.4.2 Customer requests Switchback to Previous ITP PIC.

When the Telephone Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 9.6.

# 9.5 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

# 9.6 Rates and Charges

9.6.1 Charge for ITP Carrier Change \$5.	00.
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9.6.2 Charge for Switchback Carrier Change \$5.00

Maryland PSC Tariff No. 1 First Revised Page 68 Cancels Original Page 68 This Page also Cancels/Deletes Page 69

# 10 - [RESERVED FOR FUTURE USE]

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