
SECTION 2 - REGULATIONS**2.1 Undertaking of the Carrier**

- 2.1.1** Service is furnished for telecommunications originating and terminating within the State under the terms and conditions of this Tariff.
- 2.1.2** Carrier shall operate and maintain service provided hereunder in accordance with the terms and conditions set forth in this Tariff.
- 2.1.3** Carrier neither owns nor operates telecommunications facilities within the State, but rather resells telecommunications services provided by other carriers. Notwithstanding the foregoing, Customer shall be considered a customer of Carrier, and not a customer of any other carrier.
- 2.1.4** Service is available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

- 2.2.1** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff. The obligation of Carrier to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet Customer's order for service. Carrier will make all reasonable efforts to secure the necessary facilities, providing such new service will not adversely affect Carrier's present services.
- 2.2.2** Carrier reserves the right to discontinue furnishing service, or to limit the use of service, when necessitated by conditions beyond its control, when Customer is using service in violation of the law or in violation of the provisions of this Tariff, or for non-payment by Customer.
- 2.2.3** Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the consent of Carrier. In the event of such transfer or assignment, all regulations and conditions contained in this Tariff, as well as all conditions for service, shall apply to the assignee(s) or transferee(s).
- 2.2.4** Service may not be used for any unlawful purpose.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.3 Limitations on Liabilities**

- 2.3.1** Except as stated elsewhere in this Tariff, Carrier shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service, and not caused by mistakes or errors of Customer. No liability shall commence prior to activation of service. Carrier's failure to provide or maintain service under this Tariff shall be excused by labor difficulties, governmental orders, civil commotions, acts of God, and other circumstances beyond Carrier's reasonable control. In no event shall such liability exceed the charges assessed Customer under this Tariff.
- 2.3.2** Carrier shall not be liable for, and Customer indemnifies and holds Carrier harmless from, any and all losses, claims, demands, suits or other actions, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party, for any loss of Customer or other, or for libel, slander, invasion of privacy, or infringement of copyrights or patents, or for any other causes, caused or claimed to have been caused directly or indirectly by the operation, failure to operate, maintenance, or use of its service, provided that such occurrence is not the result of Carrier's willful misconduct. No agents or employees of others shall be deemed to be agents or employees of Carrier.
- 2.3.3** Carrier shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Codes or service by others. The unauthorized use of Customer Authorization Codes includes, but is not limited to, the placement of calls utilizing Customer's Authorization Codes without the authorization of Customer. Customer shall be fully liable for all such usage charges.
- 2.3.4** Except as stated elsewhere in this Tariff, Carrier shall have no liability for damages, including, without limitation, direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this Tariff. This Tariff does not limit the liability of Carrier for willful misconduct.
- 2.3.5** Carrier shall not be liable for any act or omission of any other entity furnishing to Customer equipment, facilities or service used with the service furnished in this Tariff; nor shall Carrier be liable for any damages or losses due to the failure or negligence of Customer or due to the failure of Customer-provided equipment or facilities.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)

2.3 Limitations on Liabilities (Continued)

2.3.6 Carrier shall not be liable for any act or omission of any other entity furnishing facilities or service to Carrier, which are necessary for the provision of service under this Tariff.

2.3.7 Carrier is not liable for unavoidable damages to the subscriber's premise resulting from attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof. Customer shall indemnify and save harmless Carrier from any claims of the owner of Customer's premises or other third party claims for such damages.

2.3.8 (D)

Issued: February 29, 2008

Effective: March 1, 2008

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.4 Discontinuance or Interruption of Service by Carrier**

Without incurring any liability, Carrier may under the following conditions discontinue or interrupt service provided by Carrier.

- 2.4.1** For noncompliance with or violation of any applicable State, Municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- 2.4.2** For noncompliance with any of the provisions of this Tariff governing service.
- 2.4.3** In the event of Customer's use of service in such a manner as to adversely affect Carrier's equipment or service to others.
- 2.4.4** In the event of unauthorized or fraudulent use of service.
- 2.4.5** By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing service to Customer.
- 2.4.6** In order to perform tests and inspections necessary to insure compliance with Tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.
- 2.4.7** Carrier shall not be liable to Customer for any damages for service interruption pursuant to this Section.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.4 Discontinuance or Interruption of Service by Carrier (Continued)**

- 2.4.8** Carrier reserves the right to limit the duration of a connection when necessary because of a shortage of service components caused by emergency conditions.
- 2.4.9** Carrier may suspend service without notice if it deems such action necessary to protect the public, Carrier personnel, agents, suppliers, facilities or services from damages or injury of any kind. Carrier may suspend service after notice to subscriber of noncompliance with any provision of this Tariff if such noncompliance is not corrected within 30 days following the receipt of notice.
- 2.4.10** Carrier may, upon written notice, immediately discontinue service for non-payment of any sum due Carrier for more than 30 days beyond the rendition of the bill for such service, without incurring any liability.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)

2.5 Cancellation or Termination of Service by Customer

2.5.1 Customer may, at its option, cancel or terminate the use of service at any time.

2.5.2 (D)

2.6 Restoration of Service

The use and restoration of service shall in all cases be in accordance with the priority system specified in Part 64, Subpart D, of the Rules and Regulations of the Federal Communications Commission.

Issued: February 29, 2008

Effective: March 1, 2008

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.7 Payment and Billing**

- 2.7.1** The security of Customer's Authorization Codes is the responsibility of Customer.
- 2.7.2** If notice from Customer of a dispute as to charges is not reported to a customer service representative or received in writing by Carrier within one year after the date the charges are incurred, the billing will be considered correct.
- 2.7.3** Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer.
- 2.7.4** Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at Customer's station and for charges billed Customer for calling card services. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, Carrier may discontinue furnishing said service without incurring any liability.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.7 Payment and Billing (Continued)**

2.7.5 The charges for calls are due upon presentation of the bill and are billed and collected by Carrier or its agent.

2.7.6 Monthly Charges

- A. Monthly charges may be billed a month in advance of service or in the current month or in arrears, and reflect the rates in effect as of the date of the invoice. Customer's invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period or to reflect changes in rates.
- B. Monthly charges for all access service components billed by Carrier are billed in advance of service and reflect the rates in effect as of the date of the invoice. Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- C. For the purpose of computing partial month charges, a month is considered to consist of 30 days.

2.7.7 Customer shall be responsible for the payment of all charges for service provided under this Tariff, including unauthorized charges placed from its equipment. Customer shall be responsible for the payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.

2.7.8 (D)

2.7.9 (D)

SECTION 2 - REGULATIONS (Continued)**2.8 Deposits****2.8.1 General**

Carrier may require a customer without an established credit history to pay a sum up to an amount equal to twice the estimated average monthly charges as a deposit. Such deposit will be held as a guarantee of the payment of charges provided for herein. The fact that a deposit has been made in no way relieves a customer from complying with the requirement for prompt payment of bills on presentation. At such time as service is terminated, the amount of the deposit will be credited to Customer's account and any credit balance which may remain will be refunded. Such a deposit may be refunded or credited to Customer at any time prior to termination of service at the option of Carrier.

2.8.2 Credit Limits/Toll Usage Limits

When a Customer's credit history is not known, Carrier may perform a credit assessment. Carrier may set toll usage limitations on applicants for service and existing customers whose financial condition cannot be verified or is otherwise unacceptable to Carrier. Any required deposit or toll usage limits may be increased or decreased by Carrier as it deems appropriate in light of changing conditions.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.9 Taxes**

Service may be subject to state and/or local taxes at the prevailing rates if service originates and terminates in the State. Taxes are not included in the rates and charges listed herein.

Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained herein, unless Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.10 Credit Allowances for Interruptions****2.10.1 Application - General**

A credit allowance is applicable to that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by components of service. Customer may also be granted credit for reaching a wrong number.

To receive the proper credit, Customer must notify Carrier within 30 days and furnish the called number, the trouble experienced (e.g., cut-off, noisy circuit, reached wrong number, etc.), the class of call, and the approximate time the call was placed. Customer will receive credit equivalent to one minute. Charges will apply to the re-established call.

Credit allowances for a call do not apply for interruptions that are due to the failure of power, equipment or systems not provided by Carrier.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

VERIZON SELECT SERVICES INC.

I.U.R.C. Tariff No. 2
1st Revised Sheet 23

SECTION 2 - REGULATIONS (Continued)

Reserved for Future Use

(C)
(D)

Issued: February 29, 2008

Effective: March 1, 2008

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.11 Application for Service/Changed or Cancelled Orders**

2.11.1 Carrier will charge for cancellation and change orders prior to the establishment of service. The amount of the charge will vary according to the status of the service order and the stage when cancellation occurred. In addition to any cancellation charge imposed by Carrier, Customer will also be responsible for any charges incurred by Carrier which are imposed by a local access service provider for cancellation of an access service order.

2.11.2 Customer may change an application for service upon written notice to Carrier, subject to acceptance and confirmation by Carrier. A charge shall apply to any change when the request is received by Carrier after notification by Carrier of the acceptance and confirmation. The charge will include the sum of the charges and costs incurred by Carrier for the service involved, including direct and indirect costs.

2.11.3 (D)

SECTION 2 - REGULATIONS (Continued)**2.12 Obligations of Customer**

- 2.12.1** Customer shall be responsible for the payment of all charges for service provided under this Tariff, and of payment of all excise, sales, use or other similar taxes that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff.
- 2.12.2** Customer shall notify Carrier of any interruption in service. Before giving notice, Customer shall ascertain that the trouble is not being caused by action or omission of the subscriber, is not within his control or is not in wiring or equipment annexed to Carrier's terminal.
- 2.12.3** Customer shall comply with minimum protective criteria, as may be prescribed by Carrier to protect equipment and facilities.
- 2.12.4** Customer shall be responsible for ensuring Customer-provided signals will not result in interference with any of the services provided by Carrier. All signals must be of the proper type, bandwidth and other technical parameters, so as not to damage Carrier's equipment or degrade service to other subscribers. It shall be the subscriber's responsibility to provide adequate electrical power, wiring and electrical outlets necessary for the proper operation of Carrier's equipment on their premise.
- 2.12.5** Equipment and facilities connected to those of Carrier shall be constructed, operated, and maintained by those providing same so as to work satisfactorily with Carrier's service. Such equipment and facilities shall be suitable to avoid hazard or damage to Carrier's plant or of injury to Carrier's employees or to the public because of the character or location of such equipment or facilities and sources of power to which it is connected.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.12 Obligations of Customer (Continued)**

- 2.12.6** Upon notice from Carrier that the equipment or facilities of Customer, or of others so authorized to be connected, is causing or is likely to cause hazard or interference, Customer, or others so authorized to be connected, shall make such changes as may be necessary to remove or prevent such hazard or interference.
- 2.12.7** Customer shall be liable for reimbursing Carrier for all loss or damage from theft, fire, flood, or other catastrophes, and negligence and willful acts of Customer's officers, employees, agents or contractors, Carrier provided equipment or facilities on Customer's premise.
- 2.12.8** Customer shall be responsible for obtaining all necessary permits, licenses, variances and other authorizations required by the state and local authorities for installation and operation of Customer provided equipment or facilities for connection with Carrier's equipment or facilities.
- 2.12.9** Customer shall make available entry to its premises for Carriers' employees, agents or contractors at any reasonable hour for the purpose of installing, inspecting, or repairing equipment or service, or, upon termination of service, removing Carrier's equipment.
- 2.12.10** No Customer or Authorized User may assign or delegate its responsibilities, duties, rights or obligations under this Tariff to any person, corporation, or other entity without the express, written approval of Carrier; provided, however, that Customer may, without Carrier's approval, assign or delegate such responsibilities, duties, rights, or obligations to any subsidiary or affiliated organization or to any successor organization.
- 2.12.11** Customer is responsible for fault trouble-shooting and isolation of premise equipment and transmission signals and quality. Customer shall be liable to Carrier for the payment of a service charge for trouble-shooting and fault isolation for costs resulting from Carrier identification of a Customer equipment malfunction that was reported by Customer as a service error, or fault, or where Customer's equipment malfunction created a degradation of network facilities or service regardless of who identifies the trouble.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.13 Mileage Calculation**

2.13.1 Mileage between locations where services are offered is calculated based on V&H coordinates as obtained by reference to NECA Tariff FCC No. 4. Not all services are available from all locations.

2.13.2 The airline mileage between Carrier network terminal offices is calculated as follows.

- A. Obtain the V and H coordinates for each location.
- B. Obtain the difference between the V coordinates and between the H coordinates for each location.
- C. Square each difference from B, above.
- D. Add the square of the V difference to the square of the H difference from C, above.
- E. Divide the sum of the squared numbers by 10. Round to the next higher whole number.
- F. Obtain the square root of the number obtained in E, above. Round to the next higher whole number. This is the airline mileage figure.
- G. If calculating quarter (1/4) miles, obtain square root as described in E above, divide by 4 and round to next higher number. This is airline mileage in quarter miles.

H. Example:

	V	H
Abbeyville, AL	7752	1993
Abernathy, TX	8546	4978

The difference between the V coordinates is 794.
The difference between the H coordinates is 2985.

Squaring each difference yields:

$$794 \times 794 = 630,436$$

$$2985 \times 2985 = 8,910,225$$

Adding the results equals 9,540,661.

Dividing by 10 equals 954,066.

The square root of 954,066 is 976.76302.

Mileage = 977 or in 1/4 miles = 3908.

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)

2.14

(D)

2.15 Labor Charges

When work requested requires that another carrier's employee, agent, or contractor perform work regarding Customer's service, charges incurred by Carrier will be passed on to Customer.

2.16.

(D)

Issued: February 29, 2008

Effective: March 1, 2008

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.17 Price Groupings**

The following list defines Carrier's Price Groups by exchange for each service area. These price groups apply to residential services which refer to price groups within their associated rate schedules, unless otherwise stated. (C)

AMERITECH TERRITORY
Price Group 1

Albany	Culver	Lake Village	Peru
Alexandria	Dale	Lebanon	Rockport
Andrews	Dana	Linton	Rockville
Attica	Darlington	Lowell	Rosedale
Auburn	Dugger	Manilla	Russiaville
Bedford	Eaton	Marion	Sandridge
Bloomfield	Edinburg	Marshall	Shelbyville
Bloomington	Elizabethtown	Martinsville	Solitude
Bluffton	Elwood	Mechanicsburg	Spencer
Boswell	Flat Rock	Mellott	Stewart
Bruceville	Fowler	Michigan City	Summitville
Buck Creek	Frankfort	Michigantown	Tell City
Bunker Hill	Greentown	Montezuma	Tennyson
Burlington	Hartford City	Montpelier	Upland
Cayuga	Heltonville	Morgantown	Veedersburg
Cedar Lake	Hope	Morocco	Vincennes
Charlottesville	Huntington	Mount Summit	Washington
Chrisney	Jasonville	Nashville	Waveland
Clinton	Kendallville	New Castle	Waynetown
Columbus	Kingman	New Market	West Lebanon
Converse	Kirklin	New Washington	
Covington	Kokomo	Otterbein	
Crawfordsville	Ladoga	Oxford	
Crown Point	Lagro	Paragon	

SECTION 2 - REGULATIONS (Continued)**2.17 Price Groupings (Continued)****Ameritech Territory
Price Group 2**

Amboy	Evansville	Middletown	Saint John
Anderson	Gary	Mishawaka	Saint Joseph
Boonville	Gaston	Mount Vernon	Saint Philip
Chandler	Hammond	Muncie	South Bend
Chesterfield	Highland	New Harmony	Spencerville
Dyer	Mccutchanville	Newburgh	Whiting
East Chicago	Merrillville	Osceola	Yorktown

Price Group 3

Acton	Fishers	New Albany	Zionsville
Brownsburg	Galena	New Palestine	
Carmel	Greenfield	Noblesville	
Charlestown	Greenwood	Oaklandon	
Cumberland	Indianapolis	Plainfield	
Danville	Jeffersonville	Sellersburg	
Fairland	Mooreville	West Newton	

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039

SECTION 2 - REGULATIONS (Continued)**2.17 Price Groupings (Continued)****GTE NORTH TERRITORY - RESIDENTIAL
Price Group 1**

Akron	Fountain City	Lucerne	Richmond-Maine
Albion	Fremont	Lynn	Ridgeville
Angola	Fulton	Macy	Rolling Prairie
Arlington	Galveston	Mays	Royal Center
Atwood-Etna Green	Garrett	Mechanicsburg	Rushville
Bipod	Glenwood	Mentone	Shirley
Bourbon	Graysville	Millwood	Sidney
Brazil	Greencastle	Milroy	Silver Lake
Brookville	Greensfork	Modoc	Spiceland
Burket	Hagerstown	Mooreland	Sullivan-Paxton
Butler	Hamilton	Morristown	Tippecanoe
Cambridge City	Hanna	Morton	Union Mills
Carthage	Kimmell	North Manchester	Wabash
Center Point	Kouts	Orland	Walton
Centerville	La Crosse	Pendleton	Wanatah
Cicero	Laporte	Perkinsville	Waterloo
Clay City	Laurel	Pleasant Lake	Wawaka
Claypool	Liberty	Pokagon	West College Corner
Connersville	Logansport	Redkey	Westville
			Winchester

Price Group 2

Blountsville	Elkhart	Lake Station	Springport
Bristol	Farmland	Lewis	Terre Haute
Chesterton	Frankton	Middlebury	Valparaiso
Cory	Goshen	Prairie Creek	Wakarusa
Dunkirk	Hobart	Riley	Wheeler
Dunlap	Lafayette	Saint Joe	Windfall

Price Group 3

Churubusco	Huntertown	New Haven	Roanoke
Fort Wayne	Leo	Poe-Hoagland	Westfield
Harlan	Monroeville	Portage	Woodburn
			Wyatt

Issued: November 14, 2000

Effective: November 15, 2000

by:

Director - Tariffs
Verizon Select Services Inc.
6665 North MacArthur Boulevard, 2nd Floor
Irving, TX 75039