
2. General Rules and Regulations

2.1 Undertaking of the Company

2.1.1 General

Pursuant to this tariff, the Company undertakes to provide within the service area described in Section 5. the regulated local services described in Section 3..

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's fiber optic cable facilities as well as facilities the company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- (C) The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, or the law, with notice as required by the rules of the Board.
- (D) The Company does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- (B) A Customer will be required to execute any necessary documents as may be reasonably requested by the Company to initiate service.
- (C) Service shall continue on a month to month basis unless terminated by either party upon written notice, unless otherwise specified herein. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of service shall survive such termination.
- (D) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

2. General Rules and Regulations (Cont'd)

2.2 Use

2.2.1 Lawful Purpose

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

2.2.2 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- (D) If the Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Board rules.
- (E) Service furnished under this local exchange tariff may not be used, directly or indirectly, by a telecommunications carrier for the purpose of terminating interLATA services. The Company reserves the right to: (1) request that Customer provide written certification that it is using service in compliance with this requirement; and/or (2) conduct a site survey of Customer premises upon reasonable notice or take other reasonable measures to satisfy itself that Customer is using service in compliance with this tariff. In the event Customer is found to be using service in violation of this requirement, the Company may discontinue the provision of service without notice, any other provision of this tariff to the contrary notwithstanding. Customer shall indemnify the Company for any losses or penalties incurred due to Customer's misuse of the Company's services obtained under this tariff.

2.2.3 Recording Devices

The Company's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

2.2.4 Use of Service Mark

No Customer shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

2. General Rules and Regulations (Cont'd)

2.2 Use (Cont'd)

2.2.5 Obligations of the Customer

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company 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 (e.g., friable asbestos) prior to any construction or installation work;
- (E) granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company; and
- (F) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities.

2.2.6 Claims

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

- (a) any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between Customer and Company.

2. General Rules and Regulations (Cont'd)

2.3 Liability

The liability of the Company for damages arising out of the furnishing of its Services including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.4. The extension of such allowances for interruption shall be the sole remedy of the Customer and sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order regulation, direction action, or request of The United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or at any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal state, or local governments, or of any one or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts work stoppages, or other labor difficulties.

The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for interconnection with the services the Company offers; or (b) for the acts or omissions of common carriers or warehousemen.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action; or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s) and for any loss, damage, or destruction of any property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from customer's use of Services involving claims for libel, slander, invasion of privacy or infringement of copyright arising from the Customer's own communications.

The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim, and no such action or proceeding against the Company shall be commenced more than one year after the service is rendered. The company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

2. General Rules and Regulations (Cont'd)

2.4 Allowances for Interruptions in Service

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 in Section 2.4.1 for the part of the service that the interruption affects.

2.4.1 Credit for Interruptions

2.4.1.1 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. 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.

2.4.1.2 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on 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.

2.4.1.3 A credit allowance will be given for interruptions of 15 minutes or more. Credit allowances shall be calculated as follows for Interruptions of 24 Hours or less:

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

2. General Rules and Regulations (Cont'd)

2.4 Allowances for Interruptions in Service

2.4.1 Credit for Interruptions

2.4.1.3 (Cont'd)

Interruptions Over 24 Hours and Less Than 72 Hours: Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours: Interruptions over 72 hours will be credited two days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

2.5 Provision of Equipment and Facilities

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

2. General Rules and Regulations (Cont'd)

2.5 Provision of Equipment and Facilities (Cont'd)

2.5.1 Inspections

2.5.1.1 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 Section 2.5.2 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.5.1.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment, and personnel from harm.

2.5.2 Station Equipment

Customer provided terminal equipment on the Customer premises, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or be provided by the Company at the Customer's expense.

2. General Rules and Regulations (Cont'd)

2.5 Provision of Equipment and Facilities (Cont'd)

2.5.3 Reserved for Future Use

2. General Rules and Regulations (Cont'd)

2.5 Provision of Equipment and Facilities (Cont'd)

2.5.4 Customer Liability

The Customer shall be responsible for damages to the Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using the Company's service through the Customer.

2.5.5 Leased or Owned Facilities

The Customer's obligation to the Company is the same whether the facilities involved are the Company's facilities or are facilities leased by the Company from another party. If the Company incurs expenses due to the Customer's actions that result in damage or impairment of the Company's owned or leased facilities, the Company will pass on to the Customer any and all expenses to repair the Company's facilities or that the owner imposes on the Company for leased facilities.

2.6 Application for Service

2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish the Company with the following information:

- (A) The name of the party who will be responsible for payment for the service provided.
- (B) The address or addresses or exact location of the premises where service is to be provided and billed.
- (C) Any information required to make a proper determination of appropriate creditworthiness.

2.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date.

2. General Rules and Regulations (Cont'd)

2.7 Deposits

Applicants for service or existing customer whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, up to two month's actual or estimated usage charges for service to be provided. Any applicant or customer may also be required, at any time, whether before or after the commencement of service, to provide such other assurances of, or security for, the payment of the Company's charges for its services as the Company may deem necessary, including, without limitation, advance payments for service, third party guarantees of payment, pledges or other grants of security interests in the customer's assets, and similar arrangements. The required deposit or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions. In addition, the Company shall be entitled to require such an applicant or customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. In case of a cash deposit, simple interest* will be paid for the period during which the deposit is held by the Company unless a different rate has been established by the appropriate legal authority in the jurisdiction in which the Company service in question is provided. At the Company's option, such deposit may be refunded to the customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the customer's compliance with this request. A deposit may be required in addition to an advance payment.

Deposits shall be sent or delivered to: MCImetro Access Transmission Services LLC d/b/a Verizon Access Transmission Services, P O Box 841934, Dallas, Texas 75284. The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each transaction concerning the deposit. Unclaimed deposits, together with accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with law. The deposit shall be refunded or credited to the customer after not more than twelve (12) consecutive months of prompt payment (which may be eleven (11) timely payments and one automatic forgiveness of late payment). The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of the Company's accounting year or on the anniversary date of the account.

Any installations to be made are subject to additional charges.

2.7.1 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with the Company's regulations for the prompt payment of bills.

2.7.2 Receipt of Deposits

A receipt of deposit will be furnished to each Customer from whom a deposit is received. Upon request, duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by the Company's records.

2.8 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the Non-Recurring 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 Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

* Rates are available for viewing on the Iowa Price List No. 1 at the following website address:
http://www.verizonbusiness.com/publications/state_tariffs/.

2. General Rules and Regulations (Cont'd)

2.9 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer or its joint authorized users by the Company.

The Customer is responsible for payment of all charges for services furnished by the Company to the customer or its joint or authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the customer's service or customer-provided systems, equipment, facilities, or services interconnected to the customer's service, which use, misuse, or abuse may be occasioned by third parties, including, without limitation, the customer's employees or other members of the public.

Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month which service is provided, and Recurring Charges shall be due and payable within 30 days after the invoice date.

2.9.1 Collection of Charges

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 day.

Billing of the customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

The bill summary shall provide the following information: The dates at the beginning and end of the billing period; the last date for timely payment shall be clearly shown and shall be not less than thirty (30) days after the bill is rendered; the amount of net charge, stated by category, for local service, directory assistance, taxes, and any late payment charge together with the gross amount of the bill, with separate entries for total amounts or in arrears. The Company will comply with reasonable requests for bill detail.

Amounts not paid within 30 days after the date of invoice will be considered past due. If the Company becomes concerned at any time about the ability of a customer to pay its bills, the Company may require that customer pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.

2. General Rules and Regulations (Cont'd)

2.10 Payment for Service

2.10.1 Partial Payment

If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility Services except interstate toll and related taxes.

2.10.2 Taxes and Other Fees

The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of the services the Company offers. If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non-recurring charge is specified, those charges will be passed on to the customer.

2.10.3 Late Penalty Charge*

Each account will be granted one complete forgiveness of a late payment charge each calendar year. On one monthly bill in each period of eligibility, the net amount of such bill will be accepted as full payment for the month after expiration of the net payment period. The customer will be notified by mailed written notice that the eligibility has been used. Such forgiveness of late payment charges will have no effect on the credit rating of the customer.

A late payment charge* will be assessed for amounts not paid within thirty days from the date of the invoice.

For residential, small business and business services customers, a late payment charge* will be assessed on payments not received within 30 days from the invoice date, where capabilities exist. The late payment charge will be applied to the entire unpaid balance of the customer's monthly invoice including taxes. The late payment charge will not be applied to any disputed portion of the unpaid balance unless the dispute is resolved against the customer. The late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late charges are to be applied without discrimination. This charge may be imposed only once on any bill for services rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

* Rates are available for viewing on the Iowa Price List No. 1 for residential and small business customers at http://www.verizonbusiness.com/publications/state_tariffs/.

2. General Rules and Regulations (Cont'd)

2.11 Disputes and Complaints

2.11.1 Disputed Bills

In the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.11.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of the Company by the Board in the event the Customer files a written complaint with the Board.

2.11.2 Complaint Procedures

If a customer has a complaint, the customer can contact Verizon Business to investigate the issue. Verizon Business employees who take calls will be trained to screen and resolve complaints. Complaints will be investigated promptly and thoroughly. Verizon Business will maintain records on complaints and the records will be available for inspection by the Commission. If a customer alleges an unauthorized change in service, Verizon Business will inform the customer of their right to contact the Board regarding the complaint and will provide the customer with the board's toll-free number for complaints.

Inquiries, general questions, or complaints may be directed informally to the Company by telephone, in person, or in writing at the Company's office located at 2600 Westown Parkway, Suite 100, West Des Moines, Iowa 50266. The Company's customer service department can be reached by dialing the following tollfree number: (800) 760-IOWA. The Company's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of the Company will be investigated promptly and thoroughly. The Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable the Company to review and analyze its procedures and actions. The records maintained by the Company under this tariff will be available for inspection by the Board or its staff upon request. Within thirty (30) days of the receipt of a written complaint, the Company will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Board for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the Board at:

Iowa Utilities Board
350 Maple Street
Des Moines, Iowa 50319
Tel: (515) 281-3839 or Toll Free (877) 565-4450

2. General Rules and Regulations (Cont'd)

2.12 Service Refusal, Disconnection, and Suspension

2.12.1 Notice of Pending Disconnection

Prior to the disconnection of service, the Company shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than five (5) calendar days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment for the service. The notice will specify (800) 760-IOWA as a toll-free number at which a the Company representative can be reached to provide additional information about the disconnection.

2.12.2 Reasons for Service Refusal, Disconnection, and Suspension

Service may be refused, disconnected, or suspended:

- (1) Without notice if a condition on the Customer's premises is determined by the Company to be hazardous.
- (2) Without notice if the Customer uses the service in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- (3) Without notice if equipment furnished, leased, or owned by the Company is subject to tampering.
- (4) Without notice if there is unauthorized use. Unauthorized use includes, without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.
- (5) If there are reasonable grounds to believe there is a violation of or noncompliance with the Company's regulations on file with the Board, municipal ordinances, or law.
- (6) If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's regulations filed with the Board as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in Section 2.11.2 is closed.
- (7) If the Customer fails to permit the Company reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in Section 2.11.2 is closed.

2. General Rules and Regulations (Cont'd)

2.12 Service Refusal, Disconnection, and Suspension (Cont'd)

2.12.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit

Except as restricted by Section 2.12.4, service may be refused, disconnected, or suspended for nonpayment of a bill or deposit if the Company has made a reasonable attempt to effect collection and:

- (1) the Company has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if the Company determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- (2) the Company is prepared to reconnect the same day if disconnection is scheduled for a weekend, holiday, or after 2:00 p.m.
- (3) in the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.11.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of the Company by the Board in the event the Customer files a written complaint with the Board.

However, in no event shall service be disconnected for nonpayment of a bill or deposit on the day preceding or day on which the Company's local business office or local authorized agent is closed.

2.12.4 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service

The following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective customer:

- (1) Delinquency in payment for service by a previous occupant of the premises to be served.
- (2) Failure to pay for terminal equipment, new inside station wiring, or other merchandise purchased from the Company.
- (3) Failure to pay for a different type or class of public utility service.
- (4) Failure to pay the bill of another Customer as guarantor thereof.
- (5) Permitting another occupant of the premises access to the telephone utility service when that other occupant owed an uncollectible bill for service rendered at a different location.
- (6) Failure to pay for information service not regulated by the Board.

2.12.5 Medical Emergency

Notwithstanding any other provision of this tariff, the Company will postpone the disconnection of service to a Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a member of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to the Company within five (5) days.

2. General Rules and Regulations (Cont'd)

2.13 Cancellation of Application for Service

Applications for service are noncancellable unless the Company otherwise agrees. Where the company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

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

The Company may discontinue the furnishings of any and/or all service(s) to a customer, without incurring and liability:

Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services the Company may discontinue service pursuant to this subsection, where:

- (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
- (b) the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications Services or its planned use of the Company's service(s); or
- (c) the Customer states that it will not comply with a request of the Company for security for the payment for service(s) in accordance with Section 2.7; or
- (d) the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other common carrier communications services to which the Customer either subscribes or had subscribed or used; or
- (e) the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service; or
- (f) the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (f.1) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (f.2) using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (f.3) any other fraudulent means or devices; or
- (g) Immediately upon written notice to the Customer of any sum thirty days past due;
- (h) Immediately upon written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.11.2; or
- (i) Seven days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that seven day period.

The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

2. General Rules and Regulations (Cont'd)

2.14 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties: (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; (c) pursuant to any financing, merger or reorganization of the company.

2.15 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication, or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16 Information Service Access Blocking

Access to "900" and "976" prefix numbers will be blocked.

2.17 Emergency Call Handling Procedures

Emergency 911 calls are placed by dialing the digits "9-911." Such calls are not routed to the Company, but are routed by U S West Communications, through the local network to the appropriate public safety answering point. U S West will forward to the public safety answering point the address of the dialing station that has been provided to U S West by the Company. Calls placed by dialing "9-0" will be answered by an operator of U S West. Calls placed by dialing "9-00" will be answered by the operator of the designated long distance interexchange carrier for the calling station. Calls placed by dialing "0" or "00" cannot be connected by the Company.