

## **SECTION 2 – RULES AND REGULATIONS**

### **2.1 UNDERTAKING OF T<sup>2</sup> COMMUNICATIONS**

- 2.1.1 T<sup>2</sup> undertakes to provide local exchange telecommunications services within the State of Michigan on the terms and conditions and at the rates and charges specified herein.
- 2.1.2 T<sup>2</sup> installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer's location to the T<sup>2</sup> network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.3 T<sup>2</sup>'s Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

### **2.2 USE OF SERVICE**

- 2.2.1 Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.
- 2.2.2 Services provided under this Tariff shall not be used for unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used in violation of the law.

### **2.3 LIMITATIONS**

- 2.3.1. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of T<sup>2</sup> to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's order for Service. T<sup>2</sup> will make all reasonable efforts to secure the necessary facilities.
- 2.3.2. T<sup>2</sup> reserve the right to limit or to allocate the use of existing facilities, or to additional facilities offered by T<sup>2</sup>, when necessary because of lack of facilities, relevant resources, or due to causes beyond T<sup>2</sup>'s control. In addition, T<sup>2</sup> reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

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301 Hoover Blvd, Suite 100, Holland, MI 49423

## SECTION 2 – Rules and Regulations (Continued)

- 2.3.3. T<sup>2</sup> does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.
- 2.3.4. T<sup>2</sup> reserves the right to refuse service to Customers due to insufficient or invalid charging information.
- 2.3.5. T<sup>2</sup> may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as T<sup>2</sup>, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.
- 2.3.6. T<sup>2</sup> will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. T<sup>2</sup> 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. T<sup>2</sup> shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, T<sup>2</sup> will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will perform the work with reasonable diligence, and if practicable at times that will cause the least inconvenience, otherwise, scheduled maintenance will occur between the hours of 2:00am and 5:00am EST/EDT as applicable. When T<sup>2</sup> is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer's service.

### 2.4 LIABILITIES OF T<sup>2</sup> COMMUNICATIONS

- 2.4.1. T<sup>2</sup>'s liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does T<sup>2</sup>'s liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur. For the purposes of computing such amount, a month is considered to have thirty (30) days. Credit will be calculated pursuant to Section 2.9 of this Tariff.

## SECTION 2 – Rules and Regulations (Continued)

- 2.4.2. When the facilities of other carriers are used in establishing connections to points not reached by T<sup>2</sup>'s facilities, T<sup>2</sup> is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless T<sup>2</sup> from any third-party claims for such damages referred to in Section 2.4.1.
- 2.4.3. In no event will T<sup>2</sup> be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. T<sup>2</sup> will not be liable for claims or damages resulting from or caused by: (i) Customer's fault, negligence or failure to perform Customer's responsibilities; (ii) claims against Customer by another party; (iii) any act or omission of any other party; or (iv) equipment or service furnished by a third party.
- 2.4.4. T<sup>2</sup> does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer's behalf where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold T<sup>2</sup> harmless from any and all loss, claims, demands, suits or other actions, or any liabilities whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.
- 2.4.5. T<sup>2</sup> is not liable for any defacement of or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by T<sup>2</sup> on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of T<sup>2</sup> negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of T<sup>2</sup> without written authorization. The Customer will indemnify and save harmless T<sup>2</sup> from any claims of the owner of the Customer's premises or other third party claims for such damages.

## SECTION 2 – Rules and Regulations (Continued)

- 2.4.6. T<sup>2</sup> and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application for service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures which may create a force majeure condition for the other party.
- 2.4.7. T<sup>2</sup> is not liable for any damages, including toll T<sup>2</sup> charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer's facilities includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through Customer-provided equipment that are transmitted or carried on the T<sup>2</sup> network.
- 2.4.8. Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the T<sup>2</sup> facility that provides interconnection. T<sup>2</sup> shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.
- 2.4.9. T<sup>2</sup> will not be responsible if any changes in its service cause hardware or software not provided by T<sup>2</sup> to become obsolete require modification or alternation, or otherwise affect the performance of such hardware or software.

## SECTION 2 – Rules and Regulations (Continued)

- 2.4.10 The Company shall use reasonable efforts to make services available by the estimated service date. The Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Company is relying solely upon such LEC to meet such estimated due date which is beyond the Company's control.
- 2.4.11 With respect to the services, materials and equipment provided hereunder, T<sup>2</sup> makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.
- 2.4.12 For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

2. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

### 2.5 RESPONSIBILITY OF THE CUSTOMER

- 2.5.1. The Customer must initiate a service order pursuant to Section 2.6 of this Tariff.

## SECTION 2 – Rules and Regulations (Continued)

- 2.5.2. The Customer may not, nor may the Customer permit others to, arrange, disconnect, remove, and attempt to repair, or otherwise interfere with any of the facilities or equipment installed by T<sup>2</sup>, except upon the written consent of T<sup>2</sup>. The equipment T<sup>2</sup> provides or installs at the Customer premises for use in connection with the service T<sup>2</sup> offers shall not be used for any purpose other than for which it was provided.
- 2.5.3. The Customer shall ensure that the equipment and/or system is properly interfaced with T<sup>2</sup>'s facilities or service. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, T<sup>2</sup> will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.5.4. The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using T<sup>2</sup>'s service. The Customer shall be responsible for payment of all applicable charges for services provided by T<sup>2</sup> and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.
- 2.5.5. T<sup>2</sup> shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for the unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over T<sup>2</sup>'s service, against claims for infringement of patents arising from, combining with, or using in connection with, service, T<sup>2</sup>'s apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with T<sup>2</sup>'s service. The Customer shall be liable for:
- 2.5.5. A. Loss due to theft, fire, flood, or other destruction of T<sup>2</sup>'s equipment or facilities on Customer's premises.
- 2.5.5. B. Reimbursing T<sup>2</sup> for damages to facilities or equipment caused by the negligence or willful acts of the Customer's officers, employees, agents or contractors.

## **SECTION 2 – Rules and Regulations (Continued)**

- 2.5.5. C. Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless T<sup>2</sup> specifically authorizes said visit or repairs in advance of the occurrence and T<sup>2</sup> agrees in advance to accept the liability for said repairs or visit.
- 2.5.5. D. Payment for all T<sup>2</sup> service charges incurred through T<sup>2</sup> or direct action on the part of the Customer.
- 2.5.6. The Customer may be required to verify in writing that it is duly authorized to order service at all locations designated by the Customer for service, and assumes financial responsibility for all locations designated by the Customer to receive T<sup>2</sup>'s services. If the verification (i.e., a letter of authorization) cannot be produced within five (5) calendar days of the request, the presubscription of the Customer's locations are considered unauthorized.
- 2.5.7. The Customer shall not use the T<sup>2</sup> name, logo or trademark in any promotional materials, contracts, Tariffs, service bills, etc., without expressed written authorization from T<sup>2</sup>. The Customer shall not use the T<sup>2</sup> name, logo or trademark in any pre-sale activities. The Customer is prohibited from using T<sup>2</sup>'s name or trademark on any of the Customer's products or services.
- 2.5.8. Customer may not assign or transfer any of its rights or services ordered without the prior written consent of T<sup>2</sup>. T<sup>2</sup> may assign any service orders to its parent company or any affiliate. T<sup>2</sup> will notify Customers of any such assignment.

## SECTION 2 – Rules and Regulations (Continued)

### 2.6 APPLICATION OF SERVICE

- 2.6.1. Applicants wishing to obtain service must initiate a service order which may include the Customer's authorization for T<sup>2</sup> to instruct other carriers and vendors and the appropriate LEC to provide certain services on the Customer's behalf. T<sup>2</sup> will obtain the proper authorization from the Customer where necessary, pursuant to Commission regulations. Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.
- 2.6.2. An Application for Service may be changed by Customer upon written notice to T<sup>2</sup>, subject to acceptance and confirmation by T<sup>2</sup>, provided that a charge shall apply to any change when the request is received by T<sup>2</sup> after notification by T<sup>2</sup> of the acceptance and confirmation. Such charge shall be the sum of the charges and costs for access facilities and other services and features and the lesser of (i) the monthly recurring rate for each service component that has been canceled as a result of the change times the appropriate minimum service period, plus the applicable installation or non-recurring charges, and (ii) the costs incurred by T<sup>2</sup> in accommodating each change, less net salvage. The costs incurred by T<sup>2</sup> will include the direct and indirect cost of facilities specifically provided or used, the costs of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.
- 2.6.3. Where the Customer or applicant cancels an Application for Service prior to the start of installation of service, lease of network elements, or prior to the start of special construction, no charge applies. Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by T<sup>2</sup> shall apply, but in no case shall such charge exceed the charge for the minimum period of the service ordered, including applicable installation charges, if any. The costs incurred by T<sup>2</sup> will include the direct and indirect costs of facilities specifically leased, provided or used; the cost of installation, including design preparation, engineering, supply expense, labor and supervision, general and administrative, and any other costs resulting from the preparation, installation and removal effort.



## SECTION 2 – Rules and Regulations (Continued)

### 2.7. ESTABLISHING CREDIT, DEPOSITS AND ADVANCE PAYMENTS

#### 2.7.1. Credit Requirement

2.7.1. A. T<sup>2</sup> may require an applicant for service to satisfactorily establish credit, pursuant to applicable Michigan P.S.C. rules and regulations, but such establishment of credit shall not relieve the end-user from complying with T<sup>2</sup>'s policy regarding the prompt payment of bills.

2.7.1. B. For the purposes of this rule, "applicant" is to be defined as a person who applies for service for the first time or reapplies at a new or existing location after a previous discontinuance of service; "customer" is defined as someone who is currently receiving service.

#### 2.7.2. Reestablishment of Credit

1. Any applicant who previously has been an end-user of T<sup>2</sup> and whose service has been discontinued for nonpayment of bills shall be required, before service is rendered, to pay all amounts due T<sup>2</sup> or execute a deferred payment agreement.

#### 2.7.3 Deposits and Interest

T<sup>2</sup> does not require deposits at this time.

## SECTION 2 – Rules and Regulations (Continued)

### 2.8. BILLING AND PAYMENT PROCEDURES

- 2.8.1. A. T<sup>2</sup> shall render a bill during each billing period to every customer. The billing period shall be monthly. (Minimum billing amount and or minimum, amount to bill)
- 2.8.1. B. At a minimum, each residential customer bill rendered by the Company shall clearly state all of the following information:
1. the beginning and ending dates of the billing period
  2. the due date
  3. any previous balance
  4. the telephone number for which the bill is rendered
  5. the amount for basic local exchange service and regulated toll service
  6. an itemization of all taxes due
  7. the total amount due
  8. the statement that rate schedules for basic local exchange service are available and will be mailed by the Company upon request at no cost to the customer
  9. the address and telephone number of the Company, designating where the customer may initiate an inquiry or informal complaint regarding the bill as rendered or the service provided
- C. Not later than 15 days after the completion of an order for new service, T<sup>2</sup> provides each residential customer an insert or other written notice which contains an itemized account of the charges for the equipment and service for which the customer has contracted.
- D. A residential customer shall have the right, within 1 billing period of receiving a bill for new services or changed services, to cancel, reduce, or modify a service or a portion of a

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## SECTION 2 – Rules and Regulations (Continued)

- 2.8.1. The Customer is responsible for the payment of all charges for facilities and services furnished by T<sup>2</sup> to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.
- 2.8.2. For billing of monthly charges, service is considered to be established upon the day in which T<sup>2</sup> notifies the Customer of installation and testing of the Customer's services.
- 2.8.3. T<sup>2</sup> charges will be billed monthly in arrears. Customer will be billed for all T<sup>2</sup> usage accrued beginning immediately upon access to the service. Customers will be billed for T<sup>2</sup> usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rate in effect on the first day of the Customer's billing cycle.
- 2.8.4. Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice. A Customer's first invoice may contain charges from previous periods for service provided from the date of installation through the current invoice period.
- 2.8.5. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of T<sup>2</sup> or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, cashier's check, or certain major credit cards. Customer payments are considered prompt when received by T<sup>2</sup> or its agent by the due date on the bill. Amounts not paid within seventeen (17) days after the mail date of invoice will be considered past due. In the event that a postmark on a customer's Payment received after the due date is not discernible, a three day mailing period will be presumed. If the last calendar day for remittance falls on a Sunday, legal holiday, or other day when the offices of T<sup>2</sup> are not open to the general public, the final payment date shall be extended through the next business day. If T<sup>2</sup> becomes concerned at any time about the ability of a Customer to pay its bills, T<sup>2</sup> may require that the Customer pay its bills and make such payments in cash or the equivalent of cash.

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## SECTION 2 – Rules and Regulations (Continued)

- 2.8.6. Any disputed charge may be brought to T<sup>2</sup>'s attention by verbal or written notification. In the case of a billing dispute between the Customer and T<sup>2</sup> that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection. The Customer may request an in-depth investigation into the disputed amount and a review by a T<sup>2</sup> manager. During the period that the disputed amount is under investigation, T<sup>2</sup> shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, T<sup>2</sup> may discontinue service. In the event the dispute is not resolved, T<sup>2</sup> shall inform the customer that the customer has the option to pursue the matter with the Michigan Public Service Commission.
- 2.8.7. The Customer is responsible to pay T<sup>2</sup> for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer's number.
- 2.8.8. T<sup>2</sup> may assess up to a twenty-five dollar (\$25) charge for each returned check or credit card chargeback.
- 2.8.9. If service is suspended or disconnected by T<sup>2</sup> in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable installation charges if service was disconnected or a reconnect fee if service was suspended.
- 2.8.10 When a customer is unable to pay a charge in full when due, T<sup>2</sup> shall permit the customer to enter into an initial settlement agreement under which the charge may be paid as mutually agreed by both T<sup>2</sup> and the customer. A copy of the settlement agreement shall be delivered or mailed to the customer upon request by the customer. Settlement agreements are only set up at the request of the customer. Settlement agreements are intended to function as a short-term solution and will be reviewed and approved on an individual case basis.

## 2.9 INTERRUPTION OF SERVICE

2.9.1 Credit allowance for the interruption of service that is not due to T<sup>2</sup>'s testing, scheduled maintenance or adjusting, negligence of the Customer or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the Customer to notify T<sup>2</sup> immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer or end-user shall ascertain that the trouble is not being caused by any action or omission by the Customer within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to T<sup>2</sup>'s facilities. An adjustment or refund shall be made:

1. Automatically, if the service interruption lasts for more than forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount; and
2. Upon subscriber oral or written request, if the service interruption lasts twenty-four (24) to forty-eight (48) hours after being reported to the company and the adjustment or refund exceeds \$1.00 in amount.

2.9.2. For purposes of credit computation, every month shall be considered to have 720 hours.

2.9.3. The Customer shall be credited for an interruption at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" -outage time in hours "B" -total monthly charge for affected facility If written notice of a dispute as to charges is not received by the Company within 180 days of the date a bill is issued, such charges shall be deemed to be correct and binding on the Customer.

## **SECTION 2 – Rules and Regulations (Continued)**

### **2.10 RESTORATION OF SERVICE**

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

### **2.11 DISCONNECTION OF SERVICE BY CUSTOMER**

2.11.1 By giving notice, Customer may disconnect service at any time following its minimum service requirement(s).

2.11.2 The Customer will be responsible for all charges until the disconnect is effected. For non T<sup>2</sup> sensitive charges, Customer will be liable for the entire monthly recurring charge during the month Customer's service terminates. If the Customer disconnects service prior to the end of a term plan, the termination liabilities associated with the term plan will apply.

### **2.12 CANCELLATION FOR CAUSE**

2.12.1 The Company may shut off service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:

- A. Nonpayment of a delinquent account for basic local exchange service.
- B. Nonpayment of a delinquent account with a delinquent balance of \$150 or more for basic local exchange service and regulated toll service in the name of the customer.
- C. Maintaining a delinquent balance of \$125 or more for three consecutive months for basic local exchange service and regulated toll service.
- D. Unauthorized tampering or interference with facilities and equipment owned by a provider of basic local exchange service that is situated on or about the customer's premises.
- E. Refusal to grant access at reasonable times to equipment installed upon the premises of the customer for the purpose of inspection, maintenance, or replacement.

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## **SECTION 2 – Rules and Regulations (Continued)**

- F. Misrepresentation of the customer's identity for the purpose of obtaining basic local exchange service.
  - G. A violation of a tariff provision of the provider of basic local exchange service that is on file with or approved by the Michigan P.S.C. that adversely affects the safety of the customer or other persons or the integrity of the provider's basic local exchange system.
- 2.12.2 Service may be shut off during normal business hours on or after the date specified in the notice of shutoff. Service shall not be shut off on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.
- 2.12.3 Service shall not be shut off unless written notice by first-class mail or e-mail is sent or delivered to the customer at least 5 days prior to the date of the proposed shutoff. If a shutoff of service is sought for nonpayment of a delinquent account, then a notice of shutoff will not be sent before the time the account becomes delinquent. Service of notice by mail is complete upon mailing, unless proven otherwise by the customer. The Company will maintain an accurate record of the date of mailing. The Company is responsible for the accurate and timely notice of shutoff.
- 2.12.4 A notice of shutoff of service shall not be issued if a customer has a pending formal complaint before the commission concerning the bill upon which the notice is based.
- 2.12.5 Basic local exchange service shall not be shut off while a complaint related to the reason for the shutoff is pending.

## SECTION 2 – Rules and Regulations (Continued)

- 2.12.6 Notwithstanding any other provision of this tariff, the Company will postpone the shutoff of basic local exchange service and regulated toll service to a residential customer for not more than 15 days if the customer produces a physician's certificate stating that the current mental or physical condition of the customer, a member of the customer's family, or another permanent resident of the premises where service is rendered who is suffering from an existing mental illness or medical condition will be endangered by a shutoff of service. The certificate shall identify the mental illness or medical condition of the customer, the member of the customer's family. Or other permanent resident of the premises where service is rendered. If the Company is notified telephonically or in writing that a psychiatric or medical emergency exists, then the Company will permit 7 days for the residential customer to produce the certificate or notice. The postponement may be extended for 1 additional 15-day period by the renewal and the resubmission of the certificate or notice.
- 2.12.7 After basic local exchange service has been shut off to a customer, the Company will restore service promptly, but not later than 1 working day after the customer's request, when the cause for the shutoff of service has been cured or credit arrangements satisfactory to the Company have been made.
- 2.12.8 Any payments required for service restoration may be made by the Customer in any reasonable manner. Payment by personal check may be refused by the provider if the customer has tendered payment in this manner and the check has been dishonored during the last 3 years, excluding bank error.
- 2.12.9 Before restoring service, the Company at its option may require one or more of the following: (a) payment of the total amount due on all of the customer's delinquent and shutoff accounts for basic local exchange service and regulated toll service owed to the Company; (b) an arrangement or settlement agreement requiring the payment of all amounts owed to the Company for basic local exchange service and regulated toll service; (c) payment of an amount provided by tariff for basic local exchange service restoration.



## **SECTION 2 – Rules and Regulations (Continued)**

2.12.10 T<sup>2</sup> Notices of Shutoff shall contain the following information:

- A. the name and the billing address of the customer and, to the extent possible, the address of the service, if different
- B. a clear and concise statement of the reason for the proposed shutoff of service
- C. the date after which service will be subject to shutoff without further notice unless the customer takes appropriate action
- D. the right of the customer to file a formal complaint with the commission if the dispute cannot be otherwise resolved and a statement that the customer must pay to the provider of basic local exchange service that portion of the bill for basic local exchange service and regulated toll service that is not in dispute within 3 days of the date that the formal complaint is filed
- E. a statement that service will not be shut off pending the resolution of a formal complaint that is filed and prosecuted in conformity with all applicable statutes, rules, regulations, and orders of the commission
- F. the telephone number and address of the Company where the customer may make inquiry or enter into a settlement agreement.

### **2.13 NOTICE AND COMMUNICATION**

2.13.1 The Customer shall designate on the Application for Service an address to which T<sup>2</sup> shall mail or deliver all notices and other communications, except that T<sup>2</sup> may also designate a separate address to which T<sup>2</sup>'s bills for service shall be mailed.

2.13.2 T<sup>2</sup> shall designate on the Application for Service an address to which the Customer shall mail or deliver all notices and other communications, except that T<sup>2</sup> may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

## **SECTION 2 – Rules and Regulations (Continued)**

2.13.3 All notices or other communications required to be given pursuant to this Tariff shall be made in writing to T<sup>2</sup> 301 Hoover Blvd, Suite 100, Holland, MI 49423 (616) 355-2201. Notices and other communications of either party, and all bills mailed by T<sup>2</sup>, 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.

2.13.4 T<sup>2</sup> 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.

### **2.14 TAXES, SURCHARGES AND UTILITY FEES**

2.14.1 Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of T<sup>2</sup> by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

### **2.15 CUSTOMER BILLING INQUIRES**

2.15.1 Any customer who has a question regarding his/her telephone bill may contact T<sup>2</sup> toll free at (866) 827-6200, or at 301 Hoover Blvd, Suite 100, Holland, MI 49423.

## **SECTION 2 – Rules and Regulations (Continued)**

### **2.16 CUSTOMER BILLING INQUIRES**

The Company provides intrastate interexchange services, including direct-dialed message telecommunications services and 800/888/877/866 service to residential and business customers who also subscribe to the Company's Local Exchange Telecommunications Services, as described in Michigan P.S.C. Tariff No. 1. Each service is offered independently of the other and is offered via T<sup>2</sup>'s facilities, conventional network elements purchased from other local or inter-exchange carriers, or via resale of facilities of other local or inter-exchange carriers for the transmission of one-way or two-way communications, unless otherwise noted. Calls are rated based on the duration of the call. Services are available twenty-four (24) hours a day, seven (7) days a week.

### **2.17 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:

- 2.17.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded up to the next whole unit.
- 2.17.2 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).
- 2.17.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an on-hook signal from the terminating carrier.
- 2.17.4 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.
- 2.17.5 All times refer to local times
- 2.17.6 Rates are not distance sensitive. As such, unless otherwise indicated, mileage bands are not applicable to the services offered.
- 2.17.7 Unless otherwise indicated, rates do not vary depending upon day or the time of day (Day, Evening, and Night/Weekend).

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Issued under authority of M.P.S.C. order dated July 8<sup>th</sup>, 2003, in Case No. U-13755

Issued: May, 30<sup>th</sup>, 2005

Effective: June 1<sup>st</sup>, 2005

Issued by: Gerardo Tonini, Vice President  
301 Hoover Blvd, Suite 100, Holland, MI 49423

## **SECTION 2 – Rules and Regulations (Continued)**

2.17.8 Each call is rated and billed in whole cents. Any rated call with a fraction of a cent less than \$0.00499 will be rounded down to the nearest whole cent. Any rated call with a fraction of a cent 0.00500 or greater will be rounded up to the nearest whole cent.

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