

RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USER

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

FURNISHED BY

Royal Phone Company LLC

WITHIN THE STATE OF ILLINOIS

Regulations and Schedule of Intrastate Rates
and Charges Applying to Competitive End User Communications
Services for Residential & Business Customers (Including Basic Local
Exchange, Interexchange and Miscellaneous Services)
Within the State of Illinois

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original rate sheet that are in effect on the date shown on each page.

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EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C) To signify changed rate, regulation or condition.
- (D) To signify discontinued rate, regulation or condition.
- (I) To signify increase.
- (N) To signify new material, including a listing, rate, regulation, rule or condition.
- (R) To signify reduction.
- (T) To signify a change in the word of text, but no change in the rate, rule or condition.
- (M) Moved from another tariff location.

APPLICATION OF RATE SHEET

This tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local exchange service telecommunications services by Royal Phone Company LLC for the use of End Users in transmitting messages within the State of Illinois, subject to the jurisdiction of the Illinois Commerce Commission (“Commission”). Royal Phone’s services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.

The rates and regulations contained in this tariff apply only to the services furnished by Royal Phone Company LLC and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

This tariff is filed pursuant to Section 13-502(b) of the Illinois Public Utilities Act.

This tariff is on file with the Illinois Commerce Commission. In addition, this tariff is available for review at the main office of Royal Phone Company LLC in Buffalo Grove, Illinois.

Service Areas - The Company's exchange areas, rate groups, and local calling areas are identical to those defined in the tariffs of Illinois Bell Telephone Company and other Incumbent Local Exchange Carriers (ILECs) that serve the same exchange as the Company. Where facilities are available, the Company shall provide service in the exchange areas served by those ILECs that operate within the Company's service areas as reflected herein.

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - The Illinois Commerce Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public.

Company - **Royal Phone Company LLC**, the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

SECTION 1.0 – DEFINITIONS, CONT'D.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

Interruption - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

SECTION 1.0 – DEFINITIONS, CONT'D.

NECA - National Exchange Carriers Association.

Non-Recurring Charge (“NRC”) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PBX - Private Branch Exchange

PIN - Personal Identification Number. See Authorization Code.

Point of Presence (“POP”) - Point of Presence

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Station - The network control signaling unit and any other equipment provided at the Customer’s premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from Royal Phone. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company therein and pursuant to this tariff.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided residential or business access line. The (C) cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

SECTION 1.0 – DEFINITIONS, CONT'D

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

Royal Phone - Royal Phone Company LLC, issuer of this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application and Scope of Tariff

(A) Application

This tariff contains the rates and regulations applicable to intrastate local and interexchange services provided by Royal Phone between and among points within Illinois.

(B) Scope

Royal Phone's services are provided subject to the availability of facilities and subject to the terms and conditions of this tariff. All services within the jurisdiction of the Commission provided by Royal Phone are governed by this tariff.

(C) Interconnection with Other Carriers

Service provided by Royal Phone may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than Royal Phone. However, service provided by Royal Phone is not part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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 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.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.3 Terms and Conditions**

- (A) Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Illinois without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.3 Terms and Conditions, Cont'd.**

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) From time to time, Royal Phone may engage in special promotions. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) 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 (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.4 Limitations on Liability, Cont'd.**

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.4 Limitations on Liability, Cont'd.****(D) Cont'd.**

- (6)** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7)** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8)** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9)** Any non-completion of calls due to network busy conditions;
- (10)** Any calls not actually attempted to be completed during any period that service is unavailable;
- (11)** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.1 Undertaking of the Company, Cont'd.

2.1.4 Limitations on Liability, Cont'd.

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- (F) 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.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (H) **Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.4 Limitations on Liability, Cont'd.****(I) With respect to Emergency Number 911 Service:**

- (1)** This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
- (2)** Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.
- (3)** When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.6 Provision of Equipment and Facilities**

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the 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.
- (B) 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.
- (C) 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 equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.1 Undertaking of the Company, Cont'd.****2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.2 Prohibited Uses

- 2.2.1** 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.
- 2.2.2** 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 the Public Utilities Commission of Illinois's regulations, policies, orders, and decisions.
- 2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer****2.3.1 General**

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 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) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer, Cont'd.****2.3.1 General, Cont'd.**

- (E) 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;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.3 Obligations of the Customer, Cont'd.****2.3.2 Liability of the Customer**

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels****2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company POP.
- (B) 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 shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels, Cont'd.****2.4.3 Interconnection of Facilities**

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Public Utilities Commission of Illinois to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.4 Customer Equipment and Channels, Cont'd.****2.4.4 Inspections**

- (A) Upon suitable 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 2.4.2(B) 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.
- (B) 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.5 Customer Deposits and Advance Payments**2.5.1 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 nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.5 Customer Deposits and Advance Payments, Cont'd.

2.5.1 Advance Payments, Cont'd.

The Company may also require the prepayment of one billing period's charges for local exchange service as a condition of service. If the residential Customer's local exchange service is subject to usage-sensitive pricing, then the prepayment permitted by this rule shall not be more than the average of charges for similar services purchased in the Customer's exchange during the most recent calendar year for which data is available.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.5 Customer Deposits and Advance Payments, Cont'd.

2.5.2 Deposits

The Company does not require Customer deposits.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements****2.6.1 Payment for Service****(A) General**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes and fees imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Illinois gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Illinois Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Illinois, or both, and are charged to a subscriber's telephone number or account in Illinois. The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of loss, theft, or other breach of security of such PINs. Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

(B) Taxes, Fees and Surcharges

Taxes and fees include, but are not limited to: Universal Service Fee, Federal Excise Tax, State Sales Tax, Municipal Tax and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges such as cost recovery charges for paper billing or other administrative charges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.2 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 by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) 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 thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.2 Billing and Collection of Charges, Cont'd.**

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month or \$10 per month, whichever is greater, shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) In the event that a Customer pays a bill as submitted by a telephone utility and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the utility shall refund the overcharge with interest from the date of overpayment by the Customer.

The rate of interest shall be the rate as established by the Commission to be paid on deposits.

The refund shall be accomplished by a credit on a subsequent bill for telephone service, or by check if the account is final, or if so requested by the Customer.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.2 Billing and Collection of Charges, Cont'd.

- (G) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Illinois Commerce Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Illinois Commerce Commission
527 East Capital Avenue
Springfield, Illinois 62701

- (H) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. In addition, if Customer wishes to recover same telephone number, a separate processing fee will apply. If service is suspended by the Company, in accordance with this Tariff, and later restored, restoration of service will be subject to restoration of service charges as specified in this Tariff.
- (I) As a condition of service for residential Customers, the Company will require that all nonrecurring charges and the first month's recurring charges for Prepaid Service be due on a monthly (30 days) basis, in advance. After the first billing period, the Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within 30 days after the invoice date. For Prepaid Service, when any portion of the billing is based on usage that for some reason has not been prepaid, charges will be billed monthly for the preceding billing periods.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.3 Suspension or Termination of Service****(A) Discontinuance or Refusal of Service**

The Company may discontinue or refuse service for any of the reasons stated below:

- (1) For failure to make or increase a deposit pursuant to 83 Ill. Adm. Code 735.90, 735.110 and 735.120;
- (2) For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or Customer at the same or another location, or where the applicant or Customer voluntarily assumed, in writing, responsibility for the bills of another applicant or Customer. For purposes of this subsection, the Company may discontinue service if the current Customer is liable for a past due bill for telephone service pursuant to Section 15 of the Rights of Married Persons Act (750 ILCS 65/15), unless the Customer, at the option of the Company, pays any past due bill and/or provides a deposit pursuant to 83 Ill. Adm. Code 735.120 and/or enters into a deferred payment agreement pursuant to 83 Ill. Adm. Code 735.80;
- (3) For failure to provide Company representatives with necessary access to Company-owned service equipment after the Company has made a written request to do so;
- (4) For failure to make payment in accordance with the terms of a deferred payment arrangement;
- (5) When a Company has reason to believe that a Customer has used a device or scheme to obtain service without payment and where the Company has so notified the Customer prior to disconnection;

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.3 Suspension or Termination of Service, Cont'd.

(A) Discontinuance or Refusal of Service, Cont'd.

- (6)** For violation of or noncompliance with a Commission order;
- (7)** In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished;
- (8)** In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company;
- (9)** For violation of or noncompliance with any rules of the Company on file with the Commission;
- (10)** For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service; or
- (11)** The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.3 Suspension or Termination of Service, Cont'd.

(B) Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- (1)** The use of facilities or service of the Company without payment of tariff charges;
- (2)** Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
- (3)** The use of profane or obscene language;
- (4)** The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
- (5)** The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service; or
- (6)** Permitting fraudulent use.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.3 Suspension or Termination of Service, Cont'd.****(C) Discontinuance Procedures**

(1) If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur;

(2) The Company may discontinue service to a Customer after it has mailed, or communicated by other means, notice of discontinuance. Service shall not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.

(3) Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.

(D) Said notice shall remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company shall not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

(E) In addition to the written notice, the Company shall attempt to advise the Customer when service is scheduled for discontinuance.

(F) Timing of the discontinuance

Service shall not be discontinued for a past due bill after 12 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Illinois, or any day when the Company's business offices are not open for business.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.6 Payment Arrangements, Cont'd.

2.6.3 Suspension or Termination of Service, Cont'd.

(G) Discontinuance and Restoral Information

- (1)** Service shall not be discontinued, and shall be restored if discontinued, where a present Customer who is indebted to the Company enters into a payment arrangement pursuant to 83 Ill. Adm. Code 735.80, and complies with the terms thereof.
- (2)** Service shall not be discontinued, and shall be restored if discontinued, for any reason which is the subject of a dispute or complaint pursuant to 83 Ill. Adm. Code 735.190 and/or 83 Ill. Adm. Code 735.200 while such dispute or complaint is pending and the complainant has complied with the provisions of the Administrative Code.
- (3)** Service shall not be discontinued, and shall be restored if discontinued, for an amount due the Company which has not been included in a discontinuance notice.
- (4)** Nothing in this Section shall be construed to prevent immediate discontinuance of service without notice or the refusal of service for reasons of public safety or health.

2.6.5 Cancellation of Application for Service - Contract Services Only

- (A) Where the Company permits the 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.
- (B) 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.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described above will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.6 Payment Arrangements, Cont'd.****2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Return Check Charge

A service charge equal to \$20.00 will be assessed in accordance with Illinois law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service**2.7.1 General**

- (A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive a phone call, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.7 Allowances for Interruptions in Service, Cont'd.****2.7.1 General, Cont'd.**

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) 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.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.7 Allowances for Interruptions in Service, Cont'd.

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.7 Allowances for Interruption in Service, Cont'd.****2.7.4 Interruption of Service Credits**

The Company will provide a credit to the Customer for service outages that last over a 24 hour period. Credit will be given on the next monthly billing cycle following the outage or the discovery of the outage. Credits will be issued based upon the following criteria:

- (A) If the service outage is 48 hours or less, the credit will be equal to a pro-rata portion of the monthly recurring charges for all local services disrupted. For purposes of this calculation, all months will have 30 service days. The credit will be the number of day of the outage divided by 30 times the monthly recurring charges for the local services affected by the outage.
- (B) If the service outage is for more than 48 hours but not more than 72 hours, the credit will be equal to at least 33% of one month's recurring charges for all local services affected by the outage.
- (C) If the service outage is for more than 72 hours but not more than 96 hours, the credit will be equal to at least 67% of one month's recurring charges for all local services affected by the outage.
- (D) If the service outage is for more than 96 hours but not more than 120 hours, the credit will be equal to at one month's recurring charges for all local services affected by the outage.
- (E) For each day or portion thereof that the service outage continues after 120 hours, the Company will provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.7 Allowances for Interruption in Service, Cont'd.****2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.8 Cancellation of Service by Customer**

2.8.1 Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. In the event the Customer executes a term commitment agreement with the company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.8.2 If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.3 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.9 Service Guarantees

2.9.1 Service Installation Guarantees

The Company will install service and provide service guarantees in accordance with 83 Ill. Adm. Code, Section 732.

(A) Installation Guarantees

The Company will provide installation for new service based upon the following intervals:

- (1)** Service will be installed **within five (5) business days** after receipt of the order unless the customer requests a later installation date. In that case, the Company will inform the Customer of its duty to install service within five (5) days.
- (2)** The Company offering basic local exchange service utilizing the network or network elements of another carrier must install new lines for basic local exchange service within three (3) business days of the line or lines being provisioned by the carrier whose network or network elements are being utilized.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.9 Service Guarantees, Cont'd.****2.9.1 Service Installation Guarantees, Cont'd.****(B) Installation Credits**

Should the Company fail to meet the Installation Guarantee's identified above, the Customer will receive the following installation credits. Credit will be given on the next monthly billing cycle following the missed Installation Guarantee.

- (1) A credit of 50% of the installation charge, or, in the absence of an installation charge or where installation is pursuant to Link-Up, a credit of \$25.
- (2) A credit of 100% of the installation charge if the carrier fails to install service within ten (10) days after the service application is placed, or five (5) business days after the Customer's requested installation date. In the absence of an installation charge or in the case where installation is pursuant to Link-Up, the carrier must provide credit of \$50.
- (3) For each day that the failure to install service continues beyond the initial ten (10) days or beyond five (5) business days after the Customer's requested installation date, the carrier must provide either alternative telephone services or an additional credit of \$20 per day, at the Customer's option.
- (4) The Company will provide the Customer with a \$50 credit, on the Customer's next invoice, for any missed installation appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer with a 24 hour notice of the Company's inability to keep the appointment.

- (5) This subsection does not apply to the migration of a customer between telecommunications carriers, so long as the customer maintains dial tone. To the extent that Royal Phone offers basic local exchange service that utilizes the network or any network elements of another telecommunications carrier, Royal Phone will install service no later than 5 days from receipt of verification of the order, or within 3 business days of the carrier whose network or network elements are being used provisions the line(s), whichever is later.

Notwithstanding anything to the contrary in this section, credits for delayed service shall not apply if the customer requests an installation date beyond five days from the date of the order, the delay is not caused by the Customer, a malfunction of Customer-owned equipment, Royal Phone's inability to gain access to the Customer's premises, if the delay does not result from Royal Phone's right to refuse service to the Customer as provided in 83 Ill. Adm. Code 735, or an emergency situation, which is defined as a declaration made by the applicable state or federal government agency that the area served by the local exchange carrier is either a state or federal disaster area; an act of third parties, including acts of terrorism, vandalism, riot, civil unrest, war, or acts of parties that are not agents, employees or contractors of the local exchange carrier, or a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood or fire that prevents the local exchange carrier from restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

Credits shall not be issued if the Customer requests a change to the scheduled appointment, provided the violation is not further extended by the carrier, or a lack of Royal Phone facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the carrier is not currently offering service, or there are insufficient facilities to meet the customer's request for service.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.9 Service Guarantees, Cont'd.****2.9.2 Customer Service Visit Guarantees**

The Company will provide Customer Service Visit Guarantees in accordance with 83 Ill. Adm. Code, Section 732.

(A) Repair Service Guarantees

The Company will provide repair service visits upon the following intervals:

- (1) Service must be restored within 24 hours of receiving notice that a Customer is out of service, including those service disruptions that occur when a Customer switches existing basic local exchange service from another carrier to the Company.
- (2) All repair appointments must be kept when a Customer premise visit requires the Customer to be present. If a repair appointment is missed the Customer is entitled to the Credit described in 4.5.2 below. The Company must inform the Customer when a repair or installation appointment requires the Customer to be present, prior to scheduling the appointment.

(B) Repair Service Credits

Should the Company fail to meet the Repair Service Guarantee for service visits that require the Customer to be present, the Customer will receive the following credit. Credit will be given on the next monthly billing cycle following the missed Repair Service Guarantee.

- (1) The Company will provide the Customer with a \$50 credit, on the Customer's next invoice, for any missed repair appointment that requires the Customer to be present. This credit is not applicable if the Company provides the Customer with a 24 hour notice of the Company's inability to keep the appointment.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.10 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.10.1 Customer Liability for Fraud and Unauthorized Use of the Network

- (A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- (B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.
- An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- (C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- (D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.11 Use of Customer's Service by Others****2.11.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.12 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 to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.13 Notices and Communications

- 2.13.2** 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.
- 2.13.3** 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.
- 2.13.4** Except as otherwise stated in this tariff, 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.
- 2.13.5** 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.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.**2.14 Telephone Assistance Programs****2.14.1 General**

Low income assistance will be offered by the company when residential local exchange service is available as a stand-alone offering in this tariff. To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant's participation in assistance programs (a) and (b), below for purposes of eligibility.

- (a) Medicaid
 - (b) Food Stamps
 - (c) Supplemental Security Income (SSI)
 - (d) Federal Housing Assistance
 - (e) Low-Income Home Energy Assistance (LIHEAP)
- (A) The low-income programs are funded through voluntary contributions from Illinois customers.
- (B) The Telephone Company's verification through the Department of Human Services or, in lieu of electronic verification, applicant's signature on the form contained in Part 757 as Exhibit E, shall constitute proof of income eligibility.
- (C) The low-income assistance shall be available to only one access line per low-income household.

2.14.2 Supplemental Link-Up Assistance

A credit of up to 50% of the connection charge, not to exceed \$30.00, will be applied to each new eligible customer.

2.14.3 Supplemental Lifeline Assistance

Eligible customers may receive a discount of \$1.50 on their monthly telephone service.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.14 Telephone Assistance Programs, Cont'd.

2.14.4 Voluntary Contributions

- (A) Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the Customer's monthly bill. The voluntary contribution shall not reduce the Customer's total monthly bill amount due the Company for telephone services or other charges.

Residential Customers may elect to contribute:

- (a) \$0.50
- (b) \$1.00
- (c) \$2.00
- (d) \$5.00

Business Customers may elect to contribute:

- | | |
|-------------|-----|
| (a) \$1.00 | (N) |
| (b) \$5.00 | |
| (c) \$10.00 | |
| (d) \$25.00 | (N) |

- (B) Customers may elect to discontinue or change the amount of monthly contribution on their bill at any time upon providing at least thirty (30) days notice to the Company.
- (C) Failure by the Customer in any month to remit the entire billed amount shall reduce the UTSAP contribution accordingly.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.15 Telecommunications Relay Service

2.15.1 Royal Phone Company LLC concurs in the Rates, Rules and Regulations governing: (1) intrastate Telecommunications Provisions for the Hearing-and-Voice-Impaired as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 tariff; (2) intrastate Telecommunications Provisions for the Deaf and Severely Hearing-Impaired for Telecommunications Relay Service as filed by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 2 tariff.

2.15.2 Royal Phone Company LLC extends this concurrence to any and all changes which may be made subsequent to this date by the Illinois Telecommunications Access Corporation in its ILL. C. C. No. 1 and ILL. C. C. No. 2 tariffs.

2.15.3 Royal Phone Company LLC hereby expressly reserves the right to cancel and make void this statement of concurrence at any time.

2.15.4 ITAC Supplemental Charge

Royal Phone Company LLC may at some future impose a supplemental charge of fifteen cents per month per subscriber line to recover fees charged to Royal Phone for ITAC.

SECTION 2.0 - RULES AND REGULATIONS, CONT'D.

2.16 Universal Emergency Telephone Number Service (911)

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center from the telephone for which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by Illinois Bell Telephone Company and other local Exchange Companies that serve the same exchange as the Company.

SECTION 4.0 - BASIC SERVICES AND RATES**4.1 Royal Phone Referral Program**

Any existing Royal Phone Customer who refers a potential customer to Royal Phone will receive a one-time \$20 credit, should the referred customer subscribe to and remain a Royal Phone customer for at least 30 days. The referred customer must provide the name of the existing Royal Phone Customer who made the referral upon ordering the new Royal Phone service. The credit is applied to the Customer's next scheduled bill. If the balance of credits for the customer is greater than the owed balance of the customer's bill, the net balance of credits will carry over to the following month's bill. The credit does not apply separately for each line or product and cannot be redeemed for cash. A credit will not be issued for referrals of customers who had been a customer of Royal Phone at any time within the past 12 months.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D**4.2 Network Exchange Bundled Service**

Royal Phone offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include some combination of local service, selected custom calling features and bundled long distance service (interstate/intrastate interLATA and intraLATA toll). The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis.

Any unlimited calling features included in packages of services are designed for customers who use their phone lines primarily for voice calling, i.e. calling friends, family, businesses, etc. Unlimited calling features are not intended for phone lines that are connected to the Internet for extended periods of time. Periodic checking of email and surfing the Internet is acceptable; however, customers who have data or Internet usage in excess of 5,000 minutes per month may be asked to curb their usage or to pay for their usage on a per minute basis.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.**4.2 Network Exchange Bundled Service, Cont'd.**

Network Exchange Bundled Service may include a combination of the calling features listed below:

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

Call Waiting - Call waiting is the ability of the called station to generate a tone when the called station is in use to alert the Customer that another call is waiting to connect with the called station.

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the caller's telephone number, will be substituted.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.**4.2 Network Exchange Bundled Service, Cont'd.**

Three-Way Calling - This permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Automatic Callback/Call Return - Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

Call Blocking Options - This service will offer blocking services to customers that wish to restrict access to a variety of telecommunication services.

Repeat Dialing - Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.1 Illinois Royal Service - Metro Plan

Package Price for Illinois Royal Service - Metro Plan

	<u>Ameritech Region</u>	
Monthly recurring Charge	\$36.95	(I)
Service connection Charge - Existing Line	\$50.00	
Service connection Charge - New Install	\$50.00	

Service connection charge - Existing Line will be waived for customers who are switching existing phone service to Royal Phone and remain a customer of Royal for a minimum of 6 months. For New Installs, Customers will be charged \$50.00 for 1st line and \$25.00 for 2nd line. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to request call detail and billing records on-line via the royalphone.com web site.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.1 Illinois Royal Service - Metro Plan, Cont'd.

(A) Metro Plan includes the following:

- (1) Unlimited intraLATA toll calling. InterLATA toll calling at 0.05/minute. Calls are billed in sixty second increments. For toll calls placed away from home, see Royal Phone Travel Card Service. *(See Royal Phone's interexchange telecommunications I.C.C. Tariff No. 1)*. Such travel card calls are not included in the monthly toll call allowance for Illinois Royal Service - Metro Plan.

IntraLATA toll calls above minute allowance

Direct Dial Access \$0.04/min.

- (2) Unlimited local calling within the Ameritech Region.

Local calls above minute allowance

Direct Dial Access \$0.015/call

- (3) The following Custom Calling Features: Call Forwarding (upon Customer request), Caller ID with Name, Call Waiting, Call Waiting with Caller ID with Name and Three -Way Calling.

- (4) Second line available as an addition to plan for \$27.95 (I) per month (includes unlimited local calling within the Ameritech region, \$0.04/minute intraLATA toll calling, \$0.05/minute interLATA toll calling and no features).

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.**4.2 Network Exchange Bundled Service, Cont'd.****4.2.1 Illinois Royal Service - Metro Plan, Cont'd.**

- (B) Blocks of interLATA minutes may be purchased for an additional charge.

<u>250 InterLATA minutes</u>	<u>Ameritech Region</u>
Direct Dial Access	\$7

<u>500 InterLATA minutes</u>	<u>Ameritech Region</u>
Direct Dial Access	\$10

<u>Unlimited InterLATA minutes</u>	<u>Ameritech Region</u>
Direct Dial Access	\$12

InterLATA toll calls above	
<u>Minutes Purchased</u>	<u>Ameritech Region</u>
Direct Dial Access	\$0.05/min.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.2 Illinois Royal Service - Standard Plan

Package Price for Illinois Royal Service - Standard Plan

	<u>Ameritech Region</u>	
Monthly recurring Charge	\$35.95	(I)
Service connection Charge - Existing Line	\$50.00	
Service connection Charge - New Install	\$50.00	

Service connection charge - Existing Line will be waived for customers who are switching existing phone service to Royal Phone and remain a customer of Royal for a minimum of 6 months. For New Installs, Customers will be charged \$50.00 for 1st line and \$25.00 for 2nd line. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to request call detail and billing records on-line via the royalphone.com web site.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.2 Illinois Royal Service - Standard Plan, Cont'd.

(A) Standard Plan includes the following:

- (1) A monthly allowance of 300 free minutes of combined intraLATA toll and interLATA toll calling. (The first 300 minutes of combined intraLATA toll and interLATA toll calls made within a monthly billing period will be free of charge. Calls beyond the first 300 minutes will be billed at rates as noted below.) Calls will be billed in sixty second increments. For toll calls placed away from home, see Royal Phone Travel Card Service. (See Royal Phone's interexchange telecommunications I.C.C. Tariff No. 1). Such travel card calls are not included in the monthly toll call allowance for Illinois Royal Service - Standard Plan.

<u>IntraLATA and InterLATA toll Calls within 300 minute allow.</u>	<u>Ameritech Region</u>
Direct Dial Access	\$0.00

<u>IntraLATA toll calls above 300 minute allowance</u>	
Direct Dial Access	\$0.04/min

<u>InterLATA toll calls above 300 minute allowance</u>	
Direct Dial Access	\$0.05/min

- (2) Unlimited local calling within the Ameritech Region.

<u>Local calls above minute allowance</u>	
Direct Dial Access	\$0.015/call

- (3) The following Custom Calling Features: Caller ID with Name, Call Waiting and Call Waiting with Caller ID with Name.

- (4) Second line available as an addition to plan for \$27.95 (I) per month (includes unlimited local calling within the Ameritech region, \$0.04/minute intraLATA toll calling, \$0.05/minute interLATA toll calling and no features).

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.3 Illinois Royal Service - Basic Plan

Package Price for Illinois Royal Service - Basic Plan

	<u>Ameritech Region</u>	
Monthly recurring Charge	\$30.95	(I)
Service connection Charge - Existing Line	\$50.00	
Service connection Charge - New Install	\$50.00	

Service connection charge - Existing Line will be waived for customers who are switching existing phone service to Royal Phone and remain a customer of Royal for a minimum of 6 months. For New Installs, Customers will be charged \$50.00 for 1st line and \$25.00 for 2nd line. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to request call detail and billing records on-line via the royalphone.com web site.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.3 Illinois Royal Service - Basic Plan, Cont'd.

(A) Basic Plan includes the following:

- (1) A monthly allowance of 60 free minutes of intraLATA toll calling. InterLATA toll calling at \$0.07/minute. Calls will be billed in sixty second increments. For toll calls placed away from home, see Royal Phone Travel Card Service. *(See Royal Phone's interexchange telecommunications I.C.C. Tariff No. 1).* Such travel card calls are not included in the monthly toll call allowance for Illinois Royal Service - Basic Plan.

IntraLATA toll	
<u>Calls within 60 minute allow.</u>	<u>Ameritech Region</u>
Direct Dial Access	\$0.00

<u>IntraLATA toll calls above 60 minute allowance</u>	
Direct Dial Access	\$0.07/min

- (2) Unlimited local calling within the Ameritech Region.

<u>Local calls above minute allowance</u>	
Direct Dial Access	\$0.015/call

- (3) The following Custom Calling Features: Caller ID with Name, Call Waiting and Call Waiting with Caller ID with Name.
- (4) Second line available as an addition to plan for \$27.95 (I) per month (includes unlimited local calling within the Ameritech region, \$0.07/minute intraLATA toll and interLATA toll calling and no features).

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.4 Illinois Royal Service - Prepay Mini Saver

Package Price for Illinois Royal Service - Prepay Mini Saver

	<u>Ameritech Region</u>	
Monthly recurring Charge	\$35.99	(I)
Service connection Charge - Existing Line	\$85.00	
Service connection Charge - New Install	\$85.00	

Service connection charge - Existing Line will be waived for customers who are switching existing phone service to Royal Phone and remain a customer of Royal for a minimum of 6 months. For New Installs, Customers will be charged \$85.00 per line. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to request call detail and billing records on-line via the royalphone.com web site.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.4 Illinois Royal Service - Prepay Mini Saver, Cont'd.

(A) Prepay Mini Saver includes the following:

- (1) A monthly allowance of 60 free minutes of intraLATA toll calling. InterLATA toll calling will be blocked. However, calling card usage is permitted. Calls will be billed in sixty second increments.

IntraLATA toll	
<u>Calls within 60 minute allow.</u>	<u>Ameritech Region</u>
Direct Dial Access	\$0.00

<u>IntraLATA toll calls above 60 minute allowance</u>	
Direct Dial Access	\$0.07/min

- (2) Unlimited local calling within the Ameritech Region.

<u>Local calls above minute allowance</u>	
Direct Dial Access	\$0.015/call

- (3) The following Custom Calling Features: Caller ID with Name, Call Waiting and Call Waiting with Caller ID with Name.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.5 Illinois Royal Service - Prepay Super Saver

Package Price for Illinois Royal Service - Prepay Super Saver

	<u>Ameritech Region</u>	
Monthly recurring Charge	\$39.99	(I)
Service connection Charge - Existing Line	\$85.00	
Service connection Charge - New Install	\$85.00	

Service connection charge - Existing Line will be waived for customers who are switching existing phone service to Royal Phone and remain a customer of Royal for a minimum of 6 months. For New Installs, Customers will be charged \$85.00 per line. Customers may choose to handle payment through a commercial credit card arrangement. Customers will be able to request call detail and billing records on-line via the royalphone.com web site.

SECTION 4.0 - BASIC SERVICES AND RATES, CONT'D.

4.2 Network Exchange Bundled Service, Cont'd.

4.2.5 Illinois Royal Service - Prepay Super Saver, Cont'd.

(A) Prepay Super Saver includes the following:

- (1) A monthly allowance of 500 free minutes of intraLATA toll calling. InterLATA toll calling will be blocked. However, calling card usage is permitted. Calls will be billed in sixty second increments.

IntraLATA toll	
<u>Calls within 500 minute allow.</u>	<u>Ameritech Region</u>
Direct Dial Access	\$0.00

<u>IntraLATA toll calls above 500 minute allowance</u>	
Direct Dial Access	\$0.04/min

- (2) Unlimited local calling within the Ameritech Region.

<u>Local calls above minute allowance</u>	
Direct Dial Access	\$0.015/call

- (3) The following Custom Calling Features: Caller ID with Name, Call Waiting and Call Waiting with Caller ID with Name.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES**5.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's billing information.

5.1.1 Service Order Charges

Service Connection Charge - applies to requests for initial connection or establishment of telephone service to the Company.

Transfer of Service Charge - applies when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge - A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.1 Service Order and Change Charges, Cont'd.

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Toll Restriction Fee Order - applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order - applies to each telephone number change request/order.

Listing Change Charge - applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

Service Change Charge - applies when a Customer requests/orders a change in features and/or local and long distance product packages.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.1 Service Order and Change Charges, Cont'd.

5.1.3 Record Change Charges

A Record Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account.

5.1.4 Miscellaneous Charges

Duplicate Invoice - applies each time a Customer requests an additional copy of a current bill or invoice.

Call Detail Report - applies each time a Customer requests local call detail for given month.

5.1.5 Ameritech Service Area Rates

<u>Service Order Charges</u>	<u>Rate</u>
Service Connection Charge	*
Transfer of Service Charge	\$65.00
Technician Dispatch Charge	\$75.00
 <u>Change Order Service Charges</u>	
Toll Restriction Fee Order	\$9.00
Telephone Number Change Order	\$9.00
 Listing Change Charge	 \$9.00
Service Change Charge	\$9.00
 <u>Record Change</u>	 No charge
 <u>Miscellaneous Charges</u>	
Duplicate Invoice	\$5.00
Call Detail Report	\$5.00

* Service Connection charges are listed with the rates for each specific service tariffed.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.2 Premise Visit Charges

5.2.1 Premises Visit and Trouble Isolation Charge

Premises Visit charges apply when the installation of network access facilities require a visit to the Customer's premises. It applies to all customer-requested installation, move, change, rearrangement, and replacement of equipment, excluding customer premises wiring. Simple Services apply to direct line exchange service where services terminate on the same premises in only one or two line sets and/or single button sets. Otherwise, Complex Premises Work Charges apply. Higher charges apply for after hours and holiday work. In addition, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire, a separate charge applies in addition to all other charges for the visit.

Ameritech Service Area

Premise Work Charge, per visit

Normal business hours:	<u>Rate</u>
Simple Services	
Initial 15 minute increment	\$17.00
Each Additional 15 minute increment	\$11.00
Complex Services	
Initial 15 minute increment	\$29.50
Each Additional 15 minute increment	\$11.50
After Normal business hours:	
Simple Services	
Initial 15 minute increment	\$19.00
Each Additional 15 minute increment	\$13.00
Complex Services	
Initial 15 minute increment	\$33.50
Each Additional 15 minute increment	\$13.50
Holidays:	
Simple Services	
Initial 15 minute increment	\$21.50
Each Additional 15 minute increment	\$15.00
Complex Services	
Initial 15 minute increment	\$37.00
Each Additional 15 minute increment	\$16.00

Dispatch Charge \$75.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONTD.**5.3 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged.

Ameritech Service Area	<u>Rate</u>
Per occasion	\$30.00

5.3.1 Temporary Suspension Charge**Ameritech Service Area**

Temporary Suspension Charge	
First 3 Months:	\$ 2.00
Each Add'l. Month:	\$ 1.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coin-less phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.30

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.5 Optional Calling Features**

The features in this section are made available to Residential/Business Customers on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all uses in some cases.

5.5.1 Feature Descriptions

Call Forwarding - Call Forwarding, when activated, redirects attempted terminating calls to another Customer-specific line. The Customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted.

Call Waiting - Call waiting is the ability of the called station to generate a tone when the called station is in use to alert the Customer that another call is waiting to connect with the called station.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.5 Optional Calling Features, Cont'd.****5.5.1 Feature Descriptions, Cont'd.**

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the caller's telephone number, will be substituted.

Three Way Calling - Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.

Automatic Callback/Call Return - Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

Call Blocking Options - This service will offer blocking services to customers that wish to restrict access to a variety of telecommunication services.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.5 Optional Calling Features, Cont'd.****5.5.1 Feature Descriptions, Cont'd.**

Repeat Dialing - Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

Call Trace - Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

Privacy Manager - Allows Customer to screen calls of unidentified callers. Privacy Manager intercepts the call before the Customer's phone rings. If caller identifies himself, Privacy Manager rings Customer's line and Customer has option to accept or decline call without having spoken to the caller.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.5 Optional Calling Features, Cont'd.

5.5.2 Rates

The following features are available to all local exchange Residential/ Business line Customers where facilities and services permit. Some features are available at a Monthly Rate while others are only available on a Per Usage basis. Customers may utilize certain features by dialing the appropriate access code. Unless subscribed to on a monthly basis, the Customer will be billed the Per Feature Activation Charge each time the feature is used by the Customer.

Ameritech Service Area Monthly Rates

	<u>Per Month</u>
Call Forwarding	\$2.25
Speed Calling 8	\$2.25
Speed Calling 30	\$5.00
Caller ID with Name	\$2.25
Call Waiting	\$2.25
Call Screening	\$2.25
Multiring 1	\$2.25
Multiring 2	\$2.25
Privacy Manager	\$4.00
Business Basic Voicemail	\$10.95
Business Basic Voicemail with Hunting	\$10.95 plus \$5.00 per additional line
Residential Basic Voicemail	\$5.95

Ameritech Service Area Per Usage Rates

	<u>Per Use</u>	<u>Monthly Max</u>
Call Trace	\$4.00	N/A
Automatic Call Back/Call Return, (*69)	\$0.50	\$2.50
Repeat Dialing, (*66)	\$0.50	\$2.50
Three-Way Calling	\$0.50	\$2.50
Block/Unblock Usage Sensitive Calling Features	N/C	N/A

Denial of per call activation for Automatic Callback/Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.6 Directory Assistance Service****5.6.1 General**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.6.2 Regulations

A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

- a) Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).
- b) Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- c) Customer experiences poor transmission or is cut-off during the call.
- d) Customers will be provided with a maximum of two (2) telephone numbers for each call to Directory Assistance.
- e) A residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.6 Directory Assistance Service, Cont'd.

5.6.3 Nationwide Directory Assistance

Nationwide Directory Assistance is a service whereby Customers may request assistance in determining listing information on a nationwide basis. Requests for local or intraLATA listings are billed under the basic Directory Assistance charges as described in this Section. The regulations and rates set forth below apply to all calls from Customers who request assistance in determining telephone number information of subscribers who are located outside their LATA.

The Customer will be charged for each call. Customer may request up to two listings per call. The nationwide listing rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for Nationwide Directory Assistance.

5.6.4 Rates

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Directory Assistance Calls - A flat charge will apply per call to Directory Assistance. At the Customer's option, the Company will automatically place a call to the requested number. For all calls completed in this manner, a Call Completion Charge and the Standard Usage Charges will apply in addition to the Requested Number Charge.

	<u>Ameritech Region</u>
Per Call to Directory Assistance Two request per call	\$1.99
Directory Assistance Call Completion	\$0.35
National Directory Assistance	\$1.99

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.7 Local Operator Service

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

5.7.1 Local and IntraLATA Usage Rates

For usage rates, see Section 4.2 of this tariff.

5.7.2 Local and IntraLATA Per Call Service Charges

Ameritech Service Area

Calling Card (fully automated)	\$1.45
Calling Card (non-or semi-automated)	\$2.95
Calling Card, automated not available	\$1.45
Station-to Station	\$2.71
Station to Station Automated	\$0.40
Station to Station Manual Assistance	\$1.30
Person-to-Person	\$4.88

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.7 Local Operator Service, Cont'd.

5.7.3 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

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

Ameritech Region

Busy Line Verification, each occasion	\$2.25
Emergency Interruption, each occasion and in addition to the Verification charge	\$3.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.8 Directory Listing Service****5.8.1 Directory Listing Definitions**

Primary Listing - One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group and with each Joint User service.

Non-Listed Number (Private Directory Service) - A Non-Listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for a Non-Listed Number are specified in Section 5.8.2.

Non-Published Number (Semi-Private Directory Service) - A Non-Published Number will be furnished at the Customer's request. A Non-Published Number is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Number is not available to the general public. Charges for a Non-Published Number are specified in Section 5.8.2.

Additional Listing includes the following options:

Foreign Listing - Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

Alternate Call Listing - Where available, a listing which references a telephone number which is not the primary listing for the Customer. The Customer must provide written verification that the alternate telephone number is authorized to accept calls. Charges for Alternate Call Listings are specified in Section 5.8.2, as Additional Listing.

Reference Listing - A listing including additional telephone numbers of the same or another Customer to be called in the event there is no answer from the Customer's telephone. Charges for reference listings are specified in Section 5.8.2, as Additional Listing.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.8 Directory Listing Service, Cont'd.****5.8.2 Directory Listing Rates****Ameritech Service Area**

	Monthly Recurring Charge <u>Per Listing</u>
Primary Listing	N/A
Additional Listings	
Chicago Exchanges (Foreign Listing)	\$1.00 (I)
Exchanges in Chicago Suburban Directory (Foreign Listing)	\$1.00 (I)
Other Exchanges (Foreign Listing)	\$1.00 (I)
Non-Listed Number (Private)	\$1.50 (I)
Non-Published Number (Semi-Private)	\$2.20 (I)

For non-recurring charges associated with a customer-initiated change in a directory listing, see Section 5.1.5 of this tariff.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.9 Blocking Service****5.9.1 General**

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available to Customers:

- (A) 900 and 976 Blocking - Allows the subscriber to block all calls beginning with the 900 and 976 prefixes (i.e. 900-XXX-XXXX) from being placed.
- (1) The Company shall provide blocking, where technically feasible, at no charge on a one-time basis to all telephone subscribers.
 - (2) The Company may charge a nonrecurring fee for each subsequent request for blocking or unblocking pay-per-call service. These charges shall be filed with the Illinois Commerce Commission pursuant to Section 9-201 of the Public Utilities Act (220 ILCS 5/9-201).
 - (3) A subscriber who transfers service to a new location and is served by the same local exchange carrier shall be able to maintain blocking of pay-per-call service without any additional charge to establish blocking at the new location.
 - (4) Requests by subscribers to remove pay-per-call blocking must be in writing to the Company.
- (B) Involuntary Blocking of 900 and 976 Numbers - Involuntary blocking of 900 and 976 numbers may be implemented by the telephone company for failure to pay legitimate charges.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.9 Blocking Service, Cont'd.

5.9.2 Regulations

- (A) The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- (B) Blocking Service is available where equipment and facilities permit.

5.9.3 Rates and Charges

(A) Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

	Nonrecurring <u>Ameritech Region</u>
900 and 976 Blocking,(per line/Trunk)	\$0.00

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.10 Carrier Presubscription****5.10.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

5.10.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

Any customer selecting the Metro Plan, Standard Plan or Basic Plan will by default choose Option A since free toll minutes are included in those packages. However, the customer may elect to supercede the default selection and choose Options B through F.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.10 Carrier Presubscription, Cont'd.

5.10.2 Presubscription Options, Cont'd.

Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.10 Carrier Presubscription, Cont'd.****5.10.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 5.10.5 below:

5.10.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 5.10.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.10 Carrier Presubscription, Cont'd.****5.10.5 Presubscription Charges****(A) Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

	<u>Ameritech</u>
Per residence line, trunk, or port:	\$5.00

5.11 Basic Intercept Referral Service**5.11.1 General**

Intercept Referral Service is a service used when a customer disconnects service or changes their telephone number. Calls to the intercepted telephone number are referred to an operator or a recorded message. The caller is provided with information, such as a new telephone number and/or name and/or address. This service is available where resources permit.

5.11.2 Rates**Nonrecurring Charges****Ameritech Service Area**

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished. Regular Intercept Referral is provided free of charge for the first four (4) months. A Service Ordering charge also applies.

Nonrecurring Charge:	\$1.94
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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.12 Toll Restriction****5.12.1 Description**

Toll Restriction is a central office service that restricts access to the network as defined herein. Restricted calls are directed to a central office announcement.

Ameritech Service Area**Regulations**

- (A) Toll Restriction will be provided, where facilities permit, subject to the following:
- (1) Toll Restriction will not allow interMSA 1+, 0+, 0-; 10-xxx; 976, 900, or 700 calls to be completed. In addition, Toll Restriction will not allow Band C Usage or Message calls.
 - (2) Toll billing exception, which prevents collect calls and calls billed to a third party, is a customer option.
 - (3) Toll Restriction does not restrict local (Band A or B) calls, calls to intraMSA Directory Assistance, Telephone Repair Service, Emergency Services such as 911, or calls to 800 or 950 numbers.
 - (4) Toll Restriction will not be offered in areas where 911 is not available.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.12 Toll Restriction, Cont'd

5.12.1 Description, Cont'd

- (B) Toll Restriction does not relieve customers of responsibility for calls charged to their telephone number (s).
- (C) The Company shall not be liable to the customer or any other person or entity for damages of any nature or kind arising out of, resulting from, or in connection with the provision of the service, including without limitation, the inability to access the operator or any non toll-free number for any purpose.

Rates and Charges

Per Line	
Non-recurring:	\$2.50
Monthly recurring:	\$5.95

Lifeline customers who voluntarily elect Toll Restriction Service will have 0- capability. Toll Restriction Service is provided free of charge to all Lifeline customers.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.13 Inside Wire Maintenance

5.13.1 Description

Wire Maintenance Service protects the Customer from many unexpected (C) telephone wire repair charges. Features included for customers electing to order Wire Maintenance Service are unlimited service calls as well as telephone wire and jack repair.

5.13.2 Rates

The service applies per line and includes a monthly charge and a one time installations charge. The Company reserves the right to waive the non-recurring fee as part of a promotional offer.

	<u>Rates and Charges</u>
Per Line	
Non-recurring:	\$10.00
Monthly recurring:	\$3.95

Customers not electing to take the Inside Wire Maintenance Service may incur charges as shown in section 5.2.1 if the problem is determined to be caused by something other than Company's network facilities.

5.13.3 Responsibility

The company is responsible for maintaining its network facilities. Customers are responsible for maintaining and repairing all Telecommunications Wire and equipment (e.g., phones, faxes, modems, etc.). Premises' Telecommunications Wire ("Telecommunications Wire") is the wire extending from the network interface (the point where the Company's network facilities connect to the Customer's home, and is generally mounted on the exterior wall) up to and including Customer jacks.

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.

5.13 Inside Wire Maintenance, Cont'd.

5.13.4 Conditions not Covered

- (A) Problems that existed before Customer subscribed to Wire Maintenance Service.
- (B) Damage to Telecommunications Wire caused by negligence of a contractor or intentional damage by Customer or a third party.
- (C) Damage to Telecommunications Wire caused by faulty equipment (e.g., telephone, fax, modem, etc.).
- (D) Installation of additional Telecommunications Wire, including connecting the wire at the network interface or jacks.
- (E) End-to-end replacement of Telecommunications Wire (e.g., from the network interface to one or more jacks/terminations).
- (F) Repair of main line extension wire to unattached structures (such as a separate garage or barn).
- (G) Repair of jacks located outdoors.
- (H) Conversion of hard-wired phones to modular phone outlets.
- (I) Repair of telecommunications equipment.
- (J) For multi-unit dwellings, problems occurring in horizontal and/or riser cable.
- (K) Requests to check for wire taps.
- (L) Unusual/unreasonable repairs (e.g., repairs that would require demolition of Customer premise walls or ceilings).

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, CONT'D.**5.13 Inside Wire Maintenance, Cont'd.****5.13.5 Damage to Premises**

If damage to the Telecommunications Wire occurs as a result of catastrophic damage to all or a portion of Customer premises, the repair of Telecommunications Wire will be provided only to the portion of the premises, if any, that is in a condition suitable for immediate occupancy and does not require reconstruction or repair of walls, floors or other structural features. If the Telecommunications Wire repair cannot be completed until after such reconstruction is completed because of extreme damage to the premises, applicable charges will apply to install new or repair any existing wiring.

5.13.6 Inability to Access Premises

The Company must have reasonable access to Customer premises to diagnose and repair problems. The Company will try to schedule a mutually convenient appointment, but will be excused from performance if reasonable access is not provided. The Customer may be responsible for a Service Call charges as described in 5.2.1 if a technician must return to Customer premises due to denied access.

SECTION 6.0 - LONG DISTANCE SERVICES

6.1 General

Customers may subscribe to intraLATA and interLATA long distance services by the Company. Such services are described in Royal Phone's Illinois Tariff No. 1

SECTION 7.0 - ACCESS SERVICES

7.1 General

Rates and regulations for the Company's Access Services may be found in the Company's Illinois Tariff No. 3.

SECTION 8.0 - PROMOTIONAL OFFERINGS

8.1 Reserved for Future Use