

A Limitations and Use of Service.

A1 Use of Subscriber's Service.

The use of service shall be restricted to (a) the subscriber, the subscriber's employees and representatives in the case of business service, except as the use of service may be extended for switched data (non-voice) communications relating directly to the business of Composite Data Service Vendor's patrons who act as their customers; or (b) the subscriber, the subscriber's family and persons residing in the subscriber's household in the case of residence service. The use of the service may be extended to persons leasing or subleasing a subscriber's entire residential premises for a period of less than one year.

A2 Attachments or Connections.

Subscribers must not use or permit to be used any electrical or mechanical apparatus or device in connection with the equipment or facilities furnished by the Company unless the equipment is registered or Grandfathered as covered by Part 68 of the FCC Rules. In case any instrument, apparatus, or device of any kind other than as covered herein is attached to or connected with any part of the Company's property, the Company reserves the right to remove such instruments, apparatus, or device or to terminate the service.

A3 Recorded Public Announcements.

Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:

- (a) For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided.
- (b) Subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules, and similar information are excluded from the preceding condition.

- (c) Non-published telephone numbers will not be furnished for use with recorded public announcements.
- (d) Failure to comply with the provisions of this section shall be cause for termination of the service.
- (e) The Company may require additional lines or trunks in connection with automatic announcement service, when it is apparent to the Company that traffic generated by such service will overload common equipment, impeding the completion of other user communications. Failure to add the additional lines or trunks shall be cause for termination of service.

A4 Unlawful Use of Service.

Service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

A5 Cancellation of Service for Cause.

The Company may either suspend service or terminate the subscriber's service without suspension, or following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

- (a) Abandonment of the service.
- (b) Failure of a subscriber to make suitable deposit.
- (c) Impersonation of another with fraudulent intent.
- (d) Non-payment of any sum due for exchange, long distance or other services.

- (e) Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time, which may result in preventing, obstructing, or delaying the telephone service of others.
- (f) Abuse or fraudulent use of service; such abuse or fraudulent use includes:
 - (1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;
 - (2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telecommunications service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service;
 - (3) The use of service or facilities of the Company for a call or calls anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;
 - (4) The use of profane or obscene language;
 - (5) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other subscribers.
- (g) Any other violation of the terms and conditions specified in these Bylaws.

The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

A6 Limited Communications

The Company reserves the right to limit the length of communications when necessary because of a shortage of facilities caused by emergency conditions.