

B Establishment and Furnishing of Service.

B1 Availability of Facilities.

The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction, maintenance or lease of the necessary facilities.

B2 Application for Service.

Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules terms, and conditions from time to time in force and effect.

The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.

If telephone service is established and it is subsequently determined that either of these previously mentioned conditions exist, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

When an application for service and facilities or request for additions, rearrangements, relocations or modifications of service and equipment are canceled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.

When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by, or at the request of, the subscriber, appropriate charges apply for such equipment for the period of the delay.

When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for addition, rearrangements, or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

B3 Application of Rates for Business and Residence Service.

Although, in general, business rates apply at business locations and residence rates apply at residence locations, the determination as to whether subscriber service should be classified as business or residence is based on the character of use to be made of the service.

Business rates apply whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature or where the listing required is such as to indicate business use. Business rates apply for:

- (a) Offices, stores, factories, mines and all other places of strictly business nature.
- (b) Boarding houses, except as otherwise provided; offices of hotels and apartment houses, colleges, quarters occupied by clubs and fraternal societies, except as otherwise provided; public, private or parochial schools, hospitals, nursing homes, libraries and other institutions and churches.

NOTE: For the purpose of this section, a boarding house is defined as a house or apartment where rooms are rented or boarders taken or both. Such houses or apartments may obtain service at residence rates when, in the judgment of the Company, they are not conducted primarily for business purposes and are listed as residences.

- (c) Residence locations, where the place of residence is adjacent to a place of business and is connected thereto, and it is not evident that the service located in the residence is to be employed primarily for domestic use.

- (d) Residence locations, where an extension station or extension bell is located in any place where business rates would apply.
- (e) Any location where a business designation is provided or when any title indicating a trade or profession is listed except as otherwise provided.
- (f) All other locations where the subscriber's primary use of the service is for business purposes.
- (g) Service terminating solely on the answering service facilities of a telephone answering firm will carry business rates.

Residence rates apply when the use of the service is of a domestic nature and provided that service is not used substantially for occupational purposes. Residence rates apply for:

- (a) Private residences on service not employing business listings.
- (b) Private apartments in hotels, clubs and boarding houses where service is confined to the domestic use of the subscriber and business listings are not employed.
- (c) The place of residence of a clergyman, physician, registered or practical nurse, dentist, veterinary surgeon, or other medical practitioner or Christian Science practitioner provided the service is not installed in that portion of the subscriber's residence which is used as an office, but is located in the subscriber's domestic establishment, and provided no business designation is employed. Titles such as "Dr.", "Rev.", "Judge", and "Professor" are not considered business designations.
- (d) Carport or garage when strictly a part of the subscriber's domestic establishment.
- (e) College fraternity and sorority houses where members lodge within the house.
- (f) Secretarial line termination's of residence main service terminating as extension lines on the premises of a telephone answering bureau.

Changes from business service to residence service are made only in the event of a change in the subscriber's arrangements which would entitle him to a residence classification of his service, as specified above.

Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service connection charges will apply for such changes.

B4 Transfer of Service Between Subscribers.

Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in the case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charges and may be arranged for in either of two ways:

- (a) If the new subscriber, fully understanding the terms and conditions governing the provision of service and the status of the account, willingly assumes all obligations thereunder, future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
- (b) If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.

Under either method of transfer, the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company a change in the telephone number is not required.

When a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company, a change in the telephone number is not required.

B5 Initial Service Periods.

Unless otherwise specified, the initial service period for all services offered by Company is one month commencing with the date of installation of the service.

B6 Floor Space, Electric Power & Operating at the Subscriber's Premises.

The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.

All operating required for the use of communications facilities provided by the Company at the subscribers premises, will be performed at the expense of the subscriber and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

B7 Provision and Ownership of Equipment and Facilities.

Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities except as expressly otherwise provided, must be installed, relocated and maintained by the Company and that the Company employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.

Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected, or the subscriber will be billed the in place sale value thereof.

B8 Provision and Ownership of Directories.

Telephone directories shall be issued by Company approximately every twelve months. The directory shall remain the property of the utility until the succeeding issue becomes effective.

Directories are furnished by the Company to subscribers as an aid to the use of the service. The Company may request that such directories be returned to the Company when new directories are issued. The Company will furnish to its subscribers without charge, such directories as it deems necessary for the efficient use of the service. The Company reserves the right to charge for extra, additional, or non-member requests for directories and/or any shipping and handing charges incurred.

The Company reserves the right to charge subscribers for directories covering other than their primary directory area.

B9 Provision and Ownership of Telephone Numbers.

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

The Company is not responsible for errors or omissions in the assignment of a telephone number. The liability for damages or expenses arising out of mistakes, omissions, delays, errors, or duplication in number assignment shall be limited to an amount equal to the charges applied to change the number (Service Order and Line Connection Charges).

B10 Maintenance and Repairs.

All ordinary expense of maintenance and repairs, unless otherwise specified, is borne by the Company. In case of damage, loss, theft or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to

pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

B11 Company Facilities at Hazardous or Inaccessible Locations.

Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable to employees of the Company, the subscriber may be required to install and maintain his own equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the conditions involved.

B12 Work Performed Outside Regular Working Hours.

Whenever a subscriber requests that work necessarily required in the furnishing (not repairing) or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to other rates and charges, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

B13 Suspension of Business and Residence Service.

Upon request, a subscriber of business or residence service may arrange for the temporary suspension of such service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.

When the period of suspension is less than one month, the regular charges for the full month of service shall apply.

When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.

In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a station at which service is suspended may be referred to the call number of another station in the same or distant exchange.

The charge for the total suspension period may be collected in advance.

There is no reduction in the charge for foreign central office and foreign exchange line mileage during the period of suspension.

During the period of suspension, bills are rendered at the regular billing date and the allowance is applied when the service is reconnected.

B14 Termination of Service.

(a) Termination of Service by the Company

- (1) Violation of any of the terms and conditions contained in these Bylaws, including failure to pay bills in a timely manner, on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
- (2) When the service is terminated on the initiative of the Company because of violation of the terms and conditions of service by the subscriber, the terms and conditions stipulated below for termination of service at the subscriber's request apply.
- (3) The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

(b) Termination of Service at the Subscriber's Request

Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both, and the value of any un-expired equipment or facilities owned by the Company.

(c) Removal Charges upon Termination

A removal charge per termination plus applicable service charges will be applied to terminated service where the subscriber requests removal of the Company-owned station connection from the premises.

B15 Ringer Limitations.

The number of ringers directly connected to the line is limited to four in the case of individual lines, and two per party in the case of rural party lines.