

FRONTIER NORTH INC.

SCHEDULE OF

GENERAL REGULATIONS

Applying to the Intrastate Services and
Facilities of this Company in Michigan.

All services subject to this Tariff are no longer available for purchase by new customers, other than for Lifeline-eligible customers,
in any location in this state where such services are provided wholly or in part over copper facilities.

(N)
(N)

Issued: August 20, 2026

Effective: August 24, 2026

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GENERAL REGULATIONS

TABLE OF CONTENTS

	<u>Section</u>	
Title Page	0	
Table of Contents	1	
Check List	2	
Application	3	
Special Equipment or Special Arrangements of Equipment	4	
Construction, Installation and Maintenance Charges	5	
Establishment and Furnishing of Services and Facilities	6	
Termination Liability	7	
Liability of Telephone Company	8	
Payment for Services and Facilities	9	
Use of Service and Facilities	10	
Undertaking of Telephone Company	11	
Residence Customer Incentive Program	12	(N)
Business Customer Incentive Program	13	(N)

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By: Kenneth Mason, Vice President

Rochester, New York

GENERAL REGULATIONS

CHECK LIST

<u>Sheet No.</u>	<u>Revision No.</u>	<u>Sheet No.</u>	<u>Revision No.</u>
Section 0		Section 12	
1	First Revised*	1	Original
			Original
Section 1		2	
1	First Revised		
Section 2		Section	13
1	Eleventh Revised*		Original
		1	
Section 3		2	
1	Second Revised*		
Section 4			
1	Original		
Section 5			
1	Second Revised		
2	First Revised		
3	First Revised		
Section 6			
1	First Revised		
2	First Revised		
2.1	Second Revised		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
Section 7			
1	Original		
2	Original		
Section 8			
1	Original		
2	Original		
Section 9			
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Section 10			
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Issued: August 20, 2026

Effective: August 24, 2026

By: Leslie Zink, Manager, Regulatory Reporting
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GENERAL REGULATIONS

APPLICATION

A. APPLICATION OF REGULATIONS

1. The provisions contained in these Regulations apply to intrastate services and facilities furnished in Michigan by Frontier North Inc., hereinafter referred to as the Telephone Company.
2. When services and facilities are provided in part by the Telephone Company and in part by other companies, the regulations of the Telephone Company apply to that portion of the service or facilities furnished by it.
3. The provisions contained in these Regulations apply to services and facilities furnished by the Telephone Company, subject to the jurisdiction of the Michigan Public Service Commission.
4. Questions relative to the application of these Regulations may be submitted by either the Telephone Company, or the subscribers of the Company, to the Commission for rulings covering specific or special conditions, and the decision of the Commission will be final, subject to judicial review as provided for by statute.
5. Should any part of the tariffs of this Company conflict with rules set forth in the Consumers Standards and Billing Practices- Residential Telephone Service, the Billing Rules will take precedence.
6. All services subject to this Tariff are no longer available for purchase by new customers, other than for Lifeline-eligible customers, in any location in this state where such services are provided wholly or in part over copper facilities. (N)
(N)
(N)

B. EXPLANATION OF SYMBOLS

- (C) Signifies a Changed regulation.
- (D) Signifies a Discontinued tariff or regulation.
- (I) Signifies an Increase.
- (N) Signifies a New rate or rule.
- (R) Signifies a Reduction.
- (T) Signifies a change in Text but no change in Regulation or rate.

GENERAL REGULATIONS

SPECIAL EQUIPMENT OR SPECIAL ARRANGEMENTS OF EQUIPMENT

- A. Special Equipment or Arrangements of equipment not ordinarily provided under other tariffs of this Company may be provided, where practicable, if not detrimental to any of the standard services furnished by the Telephone Company.
- B. Charges will be based on the cost involved in furnishing the equipment or service and may be in the form of an installation charge only, a monthly charge only, or both.

Issued: August 17, 2010

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By: Kenneth Mason, Vice President

Rochester, New York

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

A. CONSTRUCTION CHARGES

1. Special based on cost charges in the form of installation charges, monthly charges, or both, may be applied in addition to the usual service connection charges and monthly rates when, because of an unusual investment or expense, the revenue does not reasonably compensate the Company - as for example when the facilities are provided beyond the standard allowance outside the base rate area, when conditions require the provision of special equipment or unusual methods of plant construction, installation or maintenance, or when the customer's location requires annual payments for licenses or agreements for the use of Public or Private land.
2. Except as specified hereinafter, title to all construction provided wholly or partly at a customer's expense is vested in the Company.
3. The cost to the Company for attachments to structures of other companies, made in lieu of providing construction for which the customer would be charged under the provisions hereof, is borne by the customer. The customer may be required to pay construction charges as made by another company providing facilities connecting with the facilities of the Company.

4. Charges Applicable for Facility Extension

When an applicant requests new service or upgraded service where construction of line facilities is required, the Telephone Company will cover the construction costs up to \$500.00. Any Construction charges over \$500.00 shall be recovered from the applicant. Construction charges for multicircuit customers will be on an ICB basis.

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(N)

B. SERVICE DROPS

1. When facilities provided are of a type determined by the Company:

Service Drops are provided by aerial facilities on poles of the company or of other companies or by underground facilities; and except as covered in 2. following the type of facilities used is determined by the Company from the conditions involved. For facilities of the type so determined, the treatment as described in Tariff M.P.S.C. No. 1R, is:

- a. A Service Drop measuring not more than 250 feet is provided without construction charge. For the measured distance in excess of the 250 foot allowance a facility charge applies.
- b. The measurement is the airline distance from the center of the highway paralleling the general distribution plant (located on or off the highway) to the terminal of the drop at the customer's building, or the airline distance from the distribution plant to that terminal, whichever is shorter.

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By: Jack Phillips, Vice President, Regulatory Affairs

Rochester, New York

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

B. SERVICE DROPS (Continued)

2. When facilities provided are of a different type than would be provided by the company:

When from the conditions involved the Company determines that an aerial Service Drop should be provided and in lieu thereof the applicant desires underground facilities, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer requests that such facilities be placed underground, the following applies:

- a. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer, and in addition the customer shall pay the cost of the underground cable - including the cost of installing it - less the estimated cost to the Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Company; ownership of the conduit is retained by the customer. (C)

The duct or ducts required in the underground conduit by the Company to furnish service shall be reserved for its exclusive use.

- b. Where wire or cable is laid in a trench, the trench shall be constructed and backfilled by or at the expense of the customer. In addition, the customer shall pay the cost of the wire or cable including the cost of installing it - less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or is) required to furnish the same service. (C)

- c. Cable installed in conduit will be maintained and replaced at the expense of the Telephone company where the conduit has been inspected in place by the Telephone Company and approved, but repairs or replacements of cable in conduit not so inspected and approved, or repairs or replacements of wire or cable in conduit or trench made necessary by damages caused by the customer or his representatives will be made only at the customer's expense.

- d. Where facilities are changed from aerial to underground, at the customer's request, the customer is charged the cost of dismantling and removing the aerial facilities, in addition to 2.a. preceding.

GENERAL REGULATIONS

CONSTRUCTION, INSTALLATION AND MAINTENANCE CHARGES

C. DISTRIBUTING PLANT ON PRIVATE PROPERTY, OTHER THAN SERVICE DROPS

1. Poles to be used in serving only a particular customer and located on his premises shall in all cases be furnished and maintained by him or at his expense and shall conform to the Telephone Company's specifications: ownership of such poles on private property is vested in the customer and necessary pole replacements shall be made by him. Circuits on poles on private property are furnished, owned and maintained by the Company up to and including the network interface.
2. When the customer desires that distributing plant on his private property be placed underground - the Company having determined from the conditions that aerial facilities should be provided or having provided such facilities - underground conduit or trench is provided by the customer as for Service Drops according to item B.2. preceding; the customer pays the excess of the installed cost to the Company of the underground wire or cable over the cost of the aerial facilities and pays the cost of dismantling and removing any aerial facilities being changed.

D. REQUIREMENTS FOR SUBDIVISIONS

Placement of facilities to serve areas of subdivided land which may have only limited subscription to Company services results in an unreasonable risk to the Company that these costs may not be recovered through subscription to such services.

1. "Subdivision" means the division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale of or of building development.
2. The Company may assess construction charges to the land developer, individual or party, requesting service or placement of facilities to serve any previously unserved portion of a subdivision.
3. Construction charges may include the recovery of all costs associated with placement of facilities, including direct and indirect engineering costs, material costs, costs of securing right-of-way, contractor costs and facility placement costs.
4. Payment of construction charges may be required prior to the commencement of the work with which such construction charges are associated.
5. The party paying for construction costs does not obtain any rights, of ownership or otherwise, in facilities provided by the Company. All facilities provided by the Company shall be under its exclusive control.

(N)

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GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

A. APPLICATIONS

1. Applications for service and facilities made verbally or in writing become contracts upon the establishment of the service or facility.
2. Any change in rates or regulations prescribed by public authority having jurisdiction modifies all terms and regulations of contracts to the extent of such change.

B. ADVANCE PAYMENTS

Applicants may be required to pay at the time the application is made all service connection charges and installation charges that may be applicable as well as such special construction and installation charges as are to be borne by the applicant, except in the case of Federal, State, or Municipal governmental agencies.

C. DEPOSITS

If the applicant or customer fails to establish and maintain creditworthiness, the applicant may be required to pay a deposit. Such deposit shall not exceed one-sixth ($1/6$) of the estimated annual billings and shall be paid in full before installation or change of service. Such deposit may be subject to reevaluation by the Company at any time after service has been provided.

Applicants or customers who request service in a location where the equipment may be subject to loss or damage through theft, vandalism or other reasons involving a responsibility on the part of the customer will be required, where warranted by the customer's credit rating, to make a suitable deposit to cover that responsibility, such deposit not to exceed the value of the equipment furnished. The fact that a deposit has been made neither relieves the applicant nor the customer from complying with the Telephone Company's regulations as to advance payments and the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Telephone Company providing for the discontinuance of service for nonpayment of any sums due the Telephone Company for service rendered.

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(N)

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

D. PROVISION OF EQUIPMENT

1. Where service is to be established at a location that, in the opinion of the Telephone Company, would involve undue hazards to its employees, the customer may be required to install and maintain equipment and facilities in a manner satisfactory to the Telephone Company, the remuneration to be based on the conditions involved.
2. The Telephone Company distributes to its customers without charge such directory information as is generally necessary for the efficient use of the service. This may include the provision of directories or information for exchanges other than the customer's exchange for toll service use. Copies of directories beyond these requirements will be furnished as available at cost.
3. Directories regularly furnished to customers are the property of the Telephone Company and are loaned to customers only as an aid to the use of the service and are to be returned to the Telephone Company upon request. No binder, holder or auxiliary cover of an advertising nature, except such as may be provided by or with consent of the Telephone Company, shall be used in connection with any directory furnished by the Telephone Company.

E. OWNERSHIP OF EQUIPMENT

1. Access lines furnished by the Telephone Company on the premises of a customer, authorized user, or agent of the Telephone Company are the property of the Telephone Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, or repairing access lines, or for the purpose of making collections from coin boxes, or upon termination or cancellation of the service for the purpose of removing such access lines.

F. MAINTENANCE AND REPAIRS

1. All expenses of maintenance and repair in connection with facilities and services furnished by the Telephone Company, unless otherwise specified herein or elsewhere in the Telephone Company's tariffs, is borne by the Telephone Company.

G. CHANGES AND RELOCATION OF FACILITIES

1. When an applicant, customer, association, government entity or political division or other third-party requests a change in the type, location or the relocation underground of communications facilities used to provide telephone service, the requestor shall be required to pay the cost incurred by the Telephone Company for such change or relocation of facilities. Payment for the cost of the change or relocation must be made prior to the change or relocation.

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GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

GG. Reserved for Future Use

(D)

(D)

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Burnsville, Minnesota

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

G. INITIAL PERIOD OF SERVICE

1. Unless otherwise specified herein or elsewhere in the Telephone Company's tariffs, the minimum contract period is one month from the date service is established and the minimum charge is the established rate for one month.
2. The initial contract period for special apparatus and the associated special installation charge and termination charge are determined from the conditions involved.
3. In lieu of contracts for the required initial period, customers may arrange to pay special installation charges or termination charges in addition to regular service connection charges and installation charges.

H. TERMINATION OF SERVICE

1. Contracts for service or facilities may not be terminated except upon advance notice to the Telephone Company, at which time there is due and payable all unpaid charges or guarantees for the period the service, equipment, or facilities have been furnished and all applicable minimum and termination charges.
2. Where a contract for service with a one-month minimum contract period is cancelled before establishment of service is completed, a charge equal to the costs incurred by the Telephone Company, not to exceed the minimum service charge specified, is applied if all or a portion of the equipment or facilities has been installed.
3. With respect to the original contract, minimum and termination charges are waived where a new customer takes over (for the unexpired period thereof) for the service and facilities to be furnished at the same location without lapse of service and assumes all unpaid charges on the original contract. Minimum and termination charges involved in the original contract are also waived where a new customer takes over the service and facilities covered by the original contract under the conditions stated, except as to payment of unpaid charges, and executes a new contract for the full required minimum period. In either case, minimum and termination charges apply for any service or facilities furnished under the original contract which are not retained by the new customer.
4. The customer is required to pay only the charges for the period during which service or facilities have been furnished, no minimum or termination charges being applied, when the use of the service or facilities is terminated because of the condemnation, destruction, or damage of property by fire or other cause beyond the control of the customer which renders the premises unfit for occupancy.

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

I. SLAMMING

1. Slamming is the unauthorized change of a subscriber's preferred telecommunications carrier.
2. Per FCC 00-135, CC Docket 94-129, a telecommunications carrier who acquires a customer by an unauthorized change of that customer's local service may be billed the applicable nonrecurring charges to reestablish that customer's service as a new account back with the customer's authorized telecommunications carrier.

J. CANCELLATION FOR CAUSE

1. Upon non-payment of any sum due the Telephone Company, or upon a violation of any of the regulations governing the furnishing of a service or facility, or upon the use of any service or facility for the purpose of performing any service in competition with the service which the Telephone Company does now or may hereafter furnish, or upon the use of profane or indecent language over its Facilities, the facilities, the Telephone Company may, after notice to the customer and without incurring any liability, forthwith either temporarily discontinue the furnishing of said service or facility or terminate the contract.
2. Where service is so terminated on the initiative of the Telephone Company, the regulations covering termination charges apply as in the case of termination of service at the customer's request.
3. In the event of improper use of party line service by a customer, including interference with an equitable proportionate use of the service by other customers on the same line, the Telephone Company may require that the customer contract for a higher grade of service if service is to be continued.
4. Where it is determined that the character of use of a service is not in accordance with the class of service contracted for, the Telephone Company may require the customer to contract for the proper class of service if service is to be continued.

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

J. CANCELLATION FOR CAUSE (Continued)

5. Under the following conditions a written notice of intention to discontinue or terminate service together with a copy of the appropriate written notice from any one of the authorities listed below shall be given by posting a certified or registered letter in the United States mails, addressed to the customer or his agent at the location to which bills for service are sent.
 - a. Whenever the Judge of any Court of record in Michigan having jurisdiction over criminal offenses, the Attorney General of Michigan, the United States Attorney in and for any Federal judiciary district in Michigan, or the Prosecuting Attorney for any county, shall represent in writing to the Telephone Company that he has probable cause to believe that the service furnished at a designated location is being used in furtherance of the commission of a specified criminal offense and in such writing shall request that such service be discontinued or terminated, the Company, if not restrained by order of a court of competent jurisdiction, will so discontinue or terminate such service, with like effect as to both the Company and the customer as though the latter had of his own volition directed that the same be done. Notice prior to disconnection will be given in accordance with the tariffs of the Company unless otherwise directed by the governmental body having jurisdiction.
 - b. Whenever the company is notified in writing by a Federal, state or local law enforcement agency acting pursuant to Section 1084 of Title 18 of the United States Code, that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of Federal, state, or local law.
6. The Telephone Company, upon written complaint of a telephone subscriber, may terminate the telephone service furnished at a designated location when it is shown that the service at such designated location is being used intentionally in any manner, other than for the purpose of telephonic communication, to substantially interfere with the telephone service of the complaining subscriber.
7. The Telephone Company may terminate the service or facilities furnished at a designated location on verbal notice, when the use of such service or facilities by the customer, or the manner of such use, or the failure to contract for adequate facilities even at an unusual expense, tends to affect injuriously the efficiency of the Telephone Company's general plant or services.

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

K. ADVANCED CREDIT MANAGEMENT

1. Advanced Credit Management is a process whereby the Company will establish credit limits for new and existing customers. The Company will utilize Credit Scoring for new customers and Behavioral Scoring for existing customers.
2. Credit Scoring will be provided through the use of a third party credit reporting service for new service requests. The credit rating will determine the need for a deposit and establish a credit limit for a combination of local service and toll usage. The credit limit will be based initially on a credit score assigned by a commercial credit reporting service and be adjusted periodically as a result of the customer's payment history. Customers will be informed of their credit limits during the application process. The account credit limit will appear on the first bill and on any subsequent bill in the billing cycle in which a customer's credit limit is automatically changed. Changes in credit limits will be conveyed by mailed notices to the customers.
3. Credit levels and credit limits as a result of the scoring will be categorized as follows:
 - a. Low Risk--
 - No Collection judgments
 - No collection accounts
 - No charge off accounts
 - No delinquency history over 30 days past due
 - b. Medium Risk - \$300 up to an Unlimited Credit
 - No collection judgments
 - Collection accounts have been paid
 - No or minimal charge off accounts
 - Various degrees of delinquency history from 30-180 days, but paid in full or current at time of scoring
 - Customer provides positive identification to Company following a "No Match" on a credit inquiry
 - c. High Risk - \$200 Credit Limit
 - Collection judgments
 - Charge off accounts
 - Outstanding collection accounts
 - Various degrees of delinquency history from 30-180 days, and not paid in full or current at time of scoring
4. Behavioral Scoring will establish credit limits on existing customers based on Company payment history. Customers will be notified of their initial credit limit amount and subsequent credit limit changes through credit limit notices mailed to the billing address. A behavioral score will be established and maintained on each customer when the program is initiated and/or after service has been established. The behavioral scoring will be updated monthly, based on billing and payment behavior during the preceding twelve months.

GENERAL REGULATIONS

ESTABLISHMENT AND FURNISHING OF SERVICES AND FACILITIES

K. ADVANCED CREDIT MANAGEMENT (Continued)

5. Behavioral Scoring levels and credit limits as a result of the scoring will be categorized as follows:
 - a. Low Risk--
 - All bills during the past 12 months paid in full and by the due date
 - No dishonored checks during the past 12 months
 - No service denials due to non-payment during the preceding 12 months
 - No more than 2 reminder notices on account during the preceding 12 months
 - b. Medium Risk - \$300 up to Unlimited Credit
 - Telephone bills not paid on time and in full 5 or more times during the preceding 12 months
 - No more than 2 NSF checks for telephone bill payments during the preceding 12 months
 - No more than 1 service denial due to non-payment during the preceding 12 months
 - No more than 5 reminder notices on account during preceding 12 months
 3. High Risk - \$200 Credit Limit
 - Six or more telephone bills not paid by the due date or in full during the preceding 12 months
 - Three or more NSF checks for telephone bill payments during the preceding 12 months
 - Two or more service denials due to non-payment during the preceding 12 months
 - Six or more reminder notices on account during the preceding 12 months.
6. When a high risk customer exceeds the established credit limit, access to 1+, O+, and all 900/976/700 calls will be blocked where facilities are available. In addition, the Company will restrict all collect, credit card and third number bill calls. Access to the local calling area and emergency services will not be blocked. Notification that such blocking has been established will be mailed to the customer. A recording will advise the customer that blocking has been imposed when dialing or billing attempts are initiated. A recording will advise the customer and provide a telephone number of directions for service restoral. A service restoral charge is not applicable when the customer's toll service is unblocked.

GENERAL REGULATIONS

TERMINATION LIABILITY

A. GENERAL

1. In the event service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted in Number 4. following. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

$25\% \times \text{MRC} \times \# \text{ of Lines/Channels/Paths} \times \text{Remainder of Term} = \text{Termination Charge}$

2. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.
3. End of Term Options
 - a. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term:
 - 1) Renew their term commitment,
 - 2) Commit to a new term period,
 - 3) Arrange for a change of service, or
 - 4) Arrange for termination of the service at the end of term.
 - b. In the event the customer does not select one of the above renewal options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to-month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date.
4. Early termination charges will not be assessed under the following circumstances:
 - a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term.
 - b. Customer attempts to move the existing service to a new location within the Company's service area, but the service is unavailable.
 - c. Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment; or

GENERAL REGULATIONS

TERMINATION LIABILITY

A. TERMINATION LIABILITY (Continued)

4. (Continued)

- d. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:
 - 1) The value of the new term commitment is equal to or greater than the remaining value of the current term commitment.
 - 2) The Company provides the new service via tariff or per entity inquiry, and
 - 3) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.
- 5. Termination Liability as specified prior is applicable only to services which reference GENERAL REGULATIONS, TERMINATION LIABILITY. Termination Liability terms and conditions remain the same for any service not bearing this specific reference.

GENERAL REGULATIONS

LIABILITY OF TELEPHONE COMPANY

A. GENERAL

In view of the fact that the customer has exclusive control of his communications over the facilities furnished him by the Telephone Company and of the other uses for which facilities may be furnished him by the Telephone Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Telephone Company, the services and facilities furnished by the Telephone Company are subject to the terms, conditions, and limitations as set forth in the Telephone Company's filed Tariffs.

B. ALLOWANCE FOR INTERRUPTIONS

In the event of an interruption to the service, which is not due to the negligence or willful act of the customer, an allowance will be made if such interruption continues for more than twenty-four hours computed on the basis of the monthly rate or monthly guarantee for such of the service and facilities furnished at the time of interruption that is rendered useless or inoperative because of the interruption. In the case of special services, the pro rata allowance may be computed for interruptions of less than twenty-four hours.

C. LIABILITY FOR DAMAGES

The liability of the Telephone Company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service or facilities and not caused by the negligence of the customer, shall, in no event, exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, or error or defect in transmission occurs. No other liability shall, in any case, attach to the Telephone Company.

D. USE OF LINES OF OTHER COMPANIES

When the lines of other telephone companies are used in establishing connections to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

GENERAL REGULATIONS

LIABILITY OF TELEPHONE COMPANY

E. DIRECTORY ERRORS AND OMISSIONS

For the convenience of the service, a directory for each exchange is published from time to time, but as experience demonstrates that errors and omissions will occur with more or less frequency, the Telephone Company is not liable for errors or omissions from the directories except in cases where a specific charge has been made for a listing; in no event shall the Telephone Company be liable for any such error or omission beyond the amount of such charge.

F. ADJUSTMENT OF CHARGES

1. Services under written contract

Adjustment of charges will be made when billing errors are brought to the attention of the Company. The adjustments (additional billing or refund) will be determined from records without regard to time period except as provided in the Statute of Limitations. Refunds due the customer will be paid with interest on any amounts for service supplied over one year from the date the billing inquiry was initiated, at the interest rate specified for credit deposits.

2. All other services

- (a) All services supplied will be billed within one year. In the adjustment of charges because of errors in billing within one year from the date the billing inquiry was initiated, correction will be made in the full amount for that period of time.
- (b) No customer will be liable for net underbilled service after one year except when the service was obtained by the customer by fraud or deception. Correction of billing errors will be made for the period over one year from the date the billing inquiry was initiated to determine a net refund due the customer during the period of time. This refund will be paid together with interest at the rate established for credit deposits.

G. LIABILITY OF TELEPHONE COMPANY - MODEM SPEEDS

While the telephone company's local exchange access line service may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the telephone company.

GENERAL REGULATIONS

PAYMENT FOR SERVICES AND FACILITIES

A. PAYMENTS

1. The customer shall pay for services and facilities monthly in advance, except as otherwise provided elsewhere in the Telephone Company tariffs, and shall pay for toll messages, (including charges for messenger service), and moves and changes when billed.
2. In cases of delinquent accounts the Telephone Company reserves the right to temporarily discontinue service at any time, providing a written notice is mailed to the customer or his agent at least ten (10) days prior to discontinuance of service. If any account remains unpaid ten (10) days after such discontinuance, the Telephone Company reserves the right to remove the lines and instruments. Such action shall not affect the customer's liability for payment of all charges accrued for service.
3. The customer assumes responsibility for all charges originating at equipment contracted for by him and for messages received on which the charges have been reversed with the consent of the person answering the telephone.
4. Charges are payable at the telephone company's public offices or at any agencies duly authorized to receive such payments.
5. Charges for a fractional part of a month are computed on the basis of a thirty-day month.

B. ADJUSTMENTS FOR LOCAL TAXES, FEES, ETC.

1. The rate schedules set forth in the various tariffs of the Telephone Company do not include any amounts resulting from any taxes, fees or exactions imposed by or for any municipal corporation or other political subdivision or local agency of government against the Telephone Company, its property or its operations, excepting only taxes imposed generally on corporations.
2. In order to prevent other subscribers from being compelled to share such impositions, the amounts resulting from any such taxes, fees or exactions imposed against the Telephone Company, its property or its operations, excepting only taxes imposed generally on corporations, shall be billed Pro rata by the Telephone Company to its exchange subscribers within the limits of the municipal corporation or other political subdivision or local agency of government by or for which such taxes, fees or exactions are imposed.

GENERAL REGULATIONS

USE OF SERVICE AND FACILITIES

A. GENERAL

1. The service and facilities furnished are intended only for communications in which the customer or user authorized by the Telephone Company has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by them or either of them from any other person, firm, or corporation for such use, or in the collection, transmission, or delivery of any communication for others, except that these provisions do not apply to Customized Multi-line Telephone Service, Message Toll Service, Wide Area Services excluding Circle Calling and Budget Toll Dialing for residences and to the handling of messages accepted for transmission by customers who are engaged in a public telegraph business nor to such other cases as are specifically referred to in the Telephone Company's Tariffs. The use of service may be extended to Shared Tenant Service users. (T)
2. The contract or any rights acquired thereunder by the customer may not be assigned or in any manner transferred except with the consent of the Telephone Company.

B. SUBSCRIBER TELEPHONE SERVICE - BUSINESS

1. Business subscriber telephone service, as distinguished from Public Telephone Service and excluding Semi-Public Telephone Service and service in hotels, is furnished only for use by the customer, his employees, and representatives, except as otherwise provided in the Telephone Company's Tariffs. Business subscriber telephone service may also be extended to Shared Tenant Service users.
2. Where the customer is engaged in furnishing service of a secretarial nature or is in the business of renting space for business purposes to transient or permanent tenants, use of his telephone service and facilities is restricted to the customer and his employees, except that use of the customer's service by others may be permitted by the Telephone Company in connection with facilities specifically provided for secretarial service purposes and except that use by his tenant may be permitted for periods of not to exceed one month; on such tenant usage, no directory listing is permitted and a period of at least one month must elapse between each period of usage by a particular tenant.
3. A customer engaged in furnishing services of a secretarial nature may not use Telephone Company facilities to receive messages for one party to be forwarded to another party unless such forwarding is of a temporary or occasional nature.

GENERAL REGULATIONS

USE OF SERVICE AND FACILITIES

C. SUBSCRIBER TELEPHONE SERVICE - RESIDENCE

Residence service is furnished only for use by the customer and members of the customer's domestic establishment, except as use by others is permitted in certain cases involving extension stations as specified hereinafter.

D. SERVICE ON PUBLIC AND SEMI-PUBLIC PREMISES

Subscriber telephone service as distinguished from Public Telephone Service and excluding Semi-Public Telephone Service, Customer Owned Coin Operated Telephone Service (COCOTS), and service furnished hotels, is not installed or allowed to remain on premises of a public or semi-public character unless so located that it is not available to the public or to patrons of the customer. Semi-Public Telephone Service, Public Telephone Service, and COCOTS are services available for public use.

E. TELEPHONE NUMBERS

The customer has no property right in telephone numbers or any right to the establishment or continuance of service through any particular central office, and the telephone numbers and the central office designation, or both, may be changed by the Telephone Company whenever exigencies of the business so require.

F. ADEQUACY OF FACILITIES

The furnishing of certain services and facilities may involve impairment of transmission and in the interest of providing a service satisfactory to all users that might be connected on a call, the customer is required to contract for such equipment in place of or in addition to that regularly provided as may be necessary.

GENERAL REGULATIONS

USE OF SERVICE AND FACILITIES

UNDERTAKING OF TELEPHONE COMPANY

A. GENERAL

1. The Telephone Company does not undertake to transmit messages but offers the use of its facilities for communications between customers.
2. The calling party and the called party are required to establish their identities to each other as may be necessary in the course of the communication and the responsibility for so doing rests with those parties.

GENERAL REGULATIONS

USE OF SERVICE AND FACILITIES

RESIDENCE CUSTOMER INCENTIVE LANGUAGE

A. DESCRIPTION

1. The Customer Incentive Program is an offering for potential new residence local exchange customers and to existing residence local exchange customers to encourage the retention or continuation of existing services by those existing customers.

B. TERMS AND CONDITIONS

1. This competitive response offering may be offered to potential new residence local exchange customers. In addition, the Company may provide a retention benefit to any existing residence customer who has retained a service for some period of time.
2. For a potential new residence customer, the Company may provide an incentive offer no more often than once in any one-year period. In retention situations, the Company may provide an incentive no more often than once in any one-year period with respect to any particular service or feature.
3. To qualify for these offers, a residence customer is required to have a satisfactory credit rating with the Company.
4. For a potential new residence local exchange customer, the Company may condition its offers upon the customer remaining with the Company for up to one year. Any minimum period of time shall be identified to the residence customer as part of the offer. In such cases, if the customer terminates service early, the customer may be billed all of the nonrecurring charge(s) and monthly rate(s) waived under this program. The customer is not considered to be opting out if the customer moves to another Company service of equal or greater value.
5. The recipients of the customer incentive offer and the amount of the customer incentive offer shall be in the sole discretion of the Company, but the total value of the offer may not exceed the sum set out in C., following.
6. The Company shall determine the particular details, including but not limited to periods and duration, class of customers, services, amounts, and geographic area, so long as each such offer to a particular local exchange residence customer is not inconsistent with the provisions of this Tariff and the amount does not exceed the maximum amount set forth in C. following. The Company may prohibit use of this program in conjunction with another being marketed by the Company and/or a Company affiliate.
7. Offers may differ based on reasonable criteria, including the following criteria or combinations of criteria below:
 - (a) The sales channel through which the products are sold.
 - (b) A specific geographic area.
 - (c) Existing customers who request to have one or more products disconnected.
 - (d) Customers who identify a better competitive offer available to them. Company representatives may present to these customers multiple offers up to the maximum value under C. following.
 - (e) Such other facts, criteria, and circumstances as the Company believes is a reasonable basis upon which to distinguish among groups of customers.
8. The Company reserves the right to discontinue this offer.

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GENERAL REGULATIONS

USE OF SERVICE AND FACILITIES

RESIDENCE CUSTOMER INCENTIVE LANGUAGE

C. RATES AND CHARGES

1. The Customer may be offered one of the following, or the equivalent monetary value, on selected products as determined by the Company:
 - (a) A waiver of an amount up to 100% of the current residence nonrecurring rate(s) or charge(s), or
 - (b) A waiver of up to three months of the recurring rate(s) or charge(s), or
 - (c) A waiver of an amount up to 100% of the current residence nonrecurring rate(s) or charge(s) and up to three months of the recurring rate(s) or charge(s), or
 - (d) A benefit or consideration offered or provided that is not associated with a service or product offered by the Company such as CPE, merchandise, or discounts on merchandise offered by others, gift certificates, gift cards or otherwise, in the discretion of the Company. In determining the value of noncash offers or benefits, the actual cost incurred by the Company, not to exceed the sum of (c) above, shall be used.
2. The waiver(s) will appear in the form of a credit(s) on the customer's bill. The waiver may be one-time, or spread over a period of up to 12 months in a fashion determined by the Company.
3. Waiver amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total waived amount will not exceed the value of the total nonrecurring rate(s) or charge(s) plus three months service of the monthly rate(s) or charge(s).

GENERAL REGULATIONS

USE OF SERVICE AND FACILITIES

BUSINESS CUSTOMER INCENTIVE LANGUAGE

A. DESCRIPTION

1. The Customer Incentive Program is an offering for potential new business local exchange customers and to existing business local exchange customers to encourage the retention or continuation of existing services by those existing customers.

B. TERMS AND CONDITIONS

1. This competitive response offering may be offered to potential new business local exchange customers. In addition, the Company may provide a retention benefit to any existing business customer who has retained a service for some period of time.
2. For a potential new business customer, the Company may provide an incentive offer no more often than once in any one-year period. In retention situations, the Company may provide an incentive no more often than once in any one-year period with respect to any particular service or feature.
3. To qualify for these offers, a business customer is required to have a satisfactory credit rating with the Company.
4. For a potential new business local exchange customer, the Company may condition its offers upon the customer remaining with the Company for up to one year. Any minimum period of time shall be identified to the business customer as part of the offer. In such cases, if the customer terminates service early, the customer may be billed all of the nonrecurring charge(s) and monthly rate(s) waived under this program. The customer is not considered to be opting out if the customer moves to another Company service of equal or greater value.
5. The recipients of the customer incentive offer and the amount of the customer incentive offer shall be in the sole discretion of the Company, but the total value of the offer may not exceed the sum set out in C., following.
6. The Company shall determine the particular details, including but not limited to periods and duration, class of customers, services, amounts, and geographic area, so long as each such offer to a particular local exchange business customer is not inconsistent with the provisions of this Tariff and the amount does not exceed the maximum amount set forth in C. following. The Company may prohibit use of this program in conjunction with another being marketed by the Company and/or a Company affiliate.
7. Offers may differ based on reasonable criteria, including the following criteria or combinations of criteria below:
 - (a) The sales channel through which the products are sold.
 - (b) A specific geographic area.
 - (c) Existing customers who request to have one or more products disconnected.
 - (d) Customers who identify a better competitive offer available to them. Company representatives may present to these customers multiple offers up to the maximum value under C. following.
 - (e) Such other facts, criteria, and circumstances as the Company believes is a reasonable basis upon which to distinguish among groups of customers.
8. The Company reserves the right to discontinue this offer.

GENERAL REGULATIONS

USE OF SERVICE AND FACILITIES

BUSINESS CUSTOMER INCENTIVE LANGUAGE

C. RATES AND CHARGES

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 - (b) A waiver of up to three months of the recurring rate(s) or charge(s), or
 - (c) A waiver of an amount up to 100% of the current business nonrecurring rate(s) or charge(s) and up to three months of the recurring rate(s) or charge(s), or
 - (d) A benefit or consideration offered or provided that is not associated with a service or product offered by the Company such as CPE, merchandise, or discounts on merchandise offered by others, gift certificates, gift cards or otherwise, in the discretion of the Company. In determining the value of noncash offers or benefits, the actual cost incurred by the Company, not to exceed the sum of (c) above, shall be used.
2. The waiver(s) will appear in the form of a credit(s) on the customer's bill. The waiver may be one-time, or spread over a period of up to 12 months in a fashion determined by the Company.
3. Waiver amounts are calculated on the first month's nonrecurring charge(s) and monthly rate(s). The total waived amount will not exceed the value of the total nonrecurring rate(s) or charge(s) plus three months service of the monthly rate(s) or charge(s).

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