

INTRASTATE MESSAGE TOLL SERVICES

Regulations, schedule or rates and charges applicable to interexchange telecommunications services furnished by Frontier Communications of America, Inc. within the state of Michigan.

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INTRASTATE MESSAGE TOLL SERVICE

CHECK SHEET

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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INTRASTATE MESSAGE TOLL SERVICE

**APPLICATION OF TARIFF**

This Tariff sets forth the service offerings, rates, terms and conditions applicable to interexchange telecommunications services provided by Frontier Communications of America, Inc. within the state of Michigan.

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**SECTION 5 – DEFINITIONS**

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

Access Line: An arrangement that connects a customer location to the Company's switching location.

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

Authorization Code: A numerical code, one or more of which are assigned to a customer to enable Company to identify use of service on his or her account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his or her account.

Channel: Communications path between two or more points.

Collect: It is reverse-charging of an operator assisted call.

Communications Services: The Company's intrastate toll services offered for both intraLATA and interLATA use.

Company: Frontier Communications of America, Inc., the issuer of this Tariff.

Customer: The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

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

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

Facilities: Any cable, equipment or facilities used to provide the service offered under this Tariff.

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

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**SECTION 5 - DEFINITIONS**, *Cont'd.*

Hearing Impaired: Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Home Area: The local calling area associated with switched access.

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

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.

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

Non-Proprietary Calling Card: Refers to a calling card or travel card which can be billed by any carrier and used on any network, such as an Ameritech card issued in conjunction with local services; as opposed to a card issued by an IXC which can only be used on that carrier's network and billed by that carrier.

Nonrecurring Charge ("NRC"): The initial charge, usually assessed on a one-time basis, to initiate and establish service.

"NPA": Numbering plan area or area code.

Operator Services: Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Services.

Other Telephone Company: An Exchange Telephone Company, other than the Company.

PBX: Private Branch Exchange

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card, called station, or a designated third-party station.

(D)

Point of Demarcation: The point of interconnection between the Company communications facilities and Customer provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 5 - DEFINITIONS**, *Cont'd.*

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

Residential Customer: A Customer whose use of service is primarily of a personal and domestic nature.

Service or Services: The services covered by this Tariff shall include only the State of Michigan.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Component: Service components include access arranged by the Company, Authorization Codes, ports, traffic management services, and voice or data transmission facilities or capabilities.

Service Order: The written or verbal request for Network Services executed by the Customer and the Company in the format devised by the Company. The requesting of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the service is calculated from the Service Commencement Date.

Special Request: Any modification that is performed by the Company at the Customer's request that is above and beyond normal service and or access use.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or non-proprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Terminal Equipment: Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone and data sets.

Traditional Operator Services: Traditional Operator Services are those services provided by the carrier in which the end user has a Customer relationship with the carrier, contracts with the Customer/end user to provide the services, and the Customer/end user pays for the actual processing of the operator assisted calls.

Two Way: A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

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

User or End User: A Customer, Joint User, or any other person authorize by a Customer to use service provided under this Tariff.



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**SECTION 6 - RULES AND REGULATIONS**

1.1 Undertaking of the Company

1.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission originating from points within the State of Michigan, and terminating within a local calling area as defined herein.

The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

1.1.2 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 particular products and services 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, *Cont'd.*

1.1.3 Terms and Conditions

- (A) 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 contracts 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 this 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 thirty (30) days written 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 Michigan without regard for its choice of laws provision.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, *Cont'd.*

1.1.3 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) The Company hereby reserves its rights to establish service packages specific to a particular Customer.

1.1.4 Handling of Consumer Complaints

- (A) The Company shall fully and promptly investigate all Customer complaints. The Company shall provide a report of each complaint's resolution within ten business days of the date of receipt of the complaint to the Customer.
- (B) After ten business days, if the investigation is not complete, the Company shall provide an interim report to the Customer when investigating a complaint made directly to the Company

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, Cont'd.

1.1.5 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, representatives, 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 this tariff.
- (B) 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.
- (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 delay or failure of performance or equipment due to causes beyond the Company's control (or beyond the control of its underlying carrier(s) including 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;
  - (2) Any unlawful or unauthorized use of the Company's facilities and services;

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, *Cont'd.*

1.1.5 Limitations on Liability, *Cont'd.*

(D) *Cont'd.*

- (3) 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;
- (4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (5) 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 this tariff.
- (6) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company;
- (7) 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;

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**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, *Cont'd.*

1.1.5 Limitations on Liability, *Cont'd.*

(D) *Cont'd.*

(8) Any noncompletion of calls due to network busy conditions;

(9) Any calls not actually attempted to be completed during any period that service is unavailable;

(10) 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.

(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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, Cont'd.

1.1.6 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.

1.1.7 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, *Cont'd.*

1.1.7 Provision of Equipment and Facilities, *Cont'd.*

- (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.



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, *Cont'd.*

1.1.8 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.

1.1.9 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.1 Undertaking of the Company, *Cont'd.*

1.1.10 Ownership of Facilities

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

1.2 Prohibited Uses

1.2.1 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.

1.2.2 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.

1.2.3 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 – 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, electrical or lightening surges or any other cause, except Company's equipment malfunction, 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 1.3.1(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.
- (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;

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 – RULES AND REGULATIONS**, *Cont'd.*

1.3 Obligations of the Customer, *Cont'd.*

1.3.1 General, *Cont'd.*

- (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 1.3.1(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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 – RULES AND REGULATIONS**, *Cont'd.*

1.3 Obligations of the Customer, *Cont'd.*

1.3.2 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 catalog 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.4 Customer Equipment and Channels

1.4.1 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.

1.4.2 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 MPOP.
- (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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.4 Customer Equipment and Channels, *Cont'd.*

1.4.3 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 1.4.2(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.

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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.5 Customer Deposits and Advance Payments

1.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. 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.

1.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed two hundred and thirty percent of the monthly estimated toll charge for all services provided (or to be provided) to the Customer by the Company.
- (B) A deposit may be required in addition to an advance payment.
- (C) Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (D) In addition to refund of deposit after discontinuance of service, the Customer's deposit shall be returned after 12 consecutive months of payment without having had service discontinued for non payment and without having had more than two occasions on which the bill was not paid by the due date.



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements

1.6.1 Payment for Service

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

(A) Taxes

The Customer is responsible for the payment of all state, local and E911 taxes, surcharges, utility fees, or other similar fees that may be levied by the governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges may appear as separate line items on the Customer's bill and are not included in the rates contained in the Tariff.

Certain telecommunications services are subject to state sales tax at the prevailing tax rates or other surcharges, if the services originate, or terminate in Michigan, or both, they will be charged to the Customer's telephone number or account in Michigan.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.2 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) Nonrecurring 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.2 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 is discontinued.

(E) If any portion of the payment is received by the Company after the date due, 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 penalty shall be due to the Company. A late payment charge of 1.5% or \$14.00 per month, for bills not paid within 30 days of receipt, 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. (I)

(F) 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 Michigan Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Michigan Public Service Commission  
P.O. Box 30221  
Lansing, Michigan 48909

(G) If service is disconnected by the Company (in accordance with 1.6.4 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with 1.6.4 following) and later restored, restoration of service will be subject to the nonrecurring rates.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.2 Billing and Collection of Charges, *Cont'd.*

- (H) When an applicant for 1+ toll service who has previously been universally blocked for nonpayment of toll charges seeks to select through a PIC mechanism, some subsequent toll provider as the applicant's 1+ Carrier of Choice, the subsequently PICed toll provider may require a deposit (or other evidence of creditworthiness) from such applicant for toll service.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.3 Billing Adjustments, *Cont'd.*

When it is confirmed that the Company has undercharged or overcharged any subscriber as the result of a miscalculation, inaccuracy, billing, or other continuing problem under the Company's control:

- (1) The maximum portion of the undercharge that may be recovered from the Customer in any billing month, based on the appropriate rates, shall be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the Customer agrees to alternative payment arrangements.
- (2) The total overcharge shall be reimbursed to the Customer within two billing periods after the propriety of the reimbursement is confirmed.
- (3) The Company shall state the total amount to be collected for an undercharge by the second bill mailed to the Customer after such collection is discovered. This rule shall not affect the Company's recovery of regular monthly charges.
  - a. The Company will not recover any service or billing fee pursuant to this rule; and
  - b. The Company will not disconnect service to any customer to collect an undercharge under this rule, except for nonpayment of the amount lawfully billed under this rule.
- (4) The adjustment for an overcharge shall be in the form of either a direct payment to the Customer or a credit to the Customer's account within the next two billing periods.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.4 Discontinuance of Service for Cause

- (A) Toll service may be disconnected for Customer nonpayment of toll service
- (B) The Company must notify or attempt to notify, through any reasonable means, the Customer before service is disconnected when the Customer has committed a fraudulent practice as set forth and defined in its tariffs.
- (C) The Company may not disconnect the local or toll service of a Customer who pays the Company the total amount due (or an amount agreed upon between the Company and the Customer) on his/her account by the close of business on the disconnection date listed on the disconnection notice.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.4 Discontinuance of Service for Cause, *Cont'd.*

- (D) No notice is required prior to disconnection when:
  - (1) An emergency may threaten the health or safety of a person, or the Company's distribution system. If service is disconnected, the Company shall act promptly to restore service as soon as possible;
  - (2) A Customer's use of telecommunications equipment adversely affects the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or
  - (3) A Customer tampers with facilities or equipment owned by the Company.
- (E) If the Customer or a member of the Customer's household demonstrates that disconnection of service would be especially dangerous to his/her health, the Company must consider this circumstance when offering extended payment arrangements to avoid disconnection. Payment arrangements shall be offered regardless of the credit class of the Customer.
- (F) Payment schedule and disconnection procedures for nonpayment.
  - (1) A Customer's bill shall not be due earlier than fourteen days from the date of the postmark on the bill. If the bill is not paid by the due date, it then becomes past due.
  - (2) The Company shall not disconnect the service:
    - a. Sooner than fourteen days after the due date of the bill; and
    - b. Without sending a written notice of disconnection, postmarked at least seven days prior to the date of disconnection service.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.4 Discontinuance of Service for Cause, *Cont'd.*

- (G) A notice of disconnection for nonpayment states the following:
- (1) Failure to pay the amount required at the Company's office or to one of its authorized agents by the date specified on the notice may result in the disconnection of toll services;
  - (2) The earliest date when disconnection will occur;
  - (3) The reason(s) for disconnection and any actions which the Customer must take in order to avoid the disconnection, including the total amount required to be paid (which shall not be greater than the past due balance);
  - (4) The total amount due to avoid disconnection must be listed separately from charges for regulated toll and charges for unregulated services;
  - (5) The total amount due for toll charges and a statement that nonpayment of toll charges may result in the disconnection of toll service;
  - (6) The total amount due for nonregulated charges and a statement that nonpayment of such charges cannot result in the disconnection of regulated toll service;
  - (7) The address and telephone number of the office of the Company that the Customer may contact in reference to the Customer's account;



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.4 Discontinuance of Service for Cause, *Cont'd.*

(H) Reconnection of Toll Service

- (1) Unless prevented by circumstances beyond the Company's control or unless a Customer requests otherwise, the Company will reconnect previously disconnected service by 5 P.M. on the next business day following either:
  - a. Receipt by the Company of its authorized agent of the full amount in arrears for which service was disconnected, or upon verification by the Company that conditions which warranted disconnection of service has been eliminated; or
  - b. Agreement by the Company and the Customer on a deferred payment plan and a payment, if required, under the plan.
- (2) Before restoring service under this rule, the Company may not insist upon payment of any amount that has not been included on a notice of disconnection.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

1.6.6 Cancellation of Application for Service

- (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 in this tariff will be calculated and applied on a case-by-case basis.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.6 Payment Arrangements, *Cont'd.*

1.6.7 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.

1.6.8 Returned Check Charge

A charge will be assessed for all checks returned by drawee 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.

The charge for the Returned check fee is listed in the Price List Section 8.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.7 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reasons other than a service interruption (as defined in Section 2.7.1) or a Company breach of the terms in the service contract, the 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 1.6.2.

1.8.1 Termination Liability

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

- (A) all unpaid charges billed by the Company for service to the Customer, plus;
- (B) 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;

1.8 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.8 Customer Liability for Unauthorized Use of the Network, *Cont'd.*

1.8.1 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)

(D)

(D)

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 an accepted credit card has occurred or may occur as a result of loss, and/or theft.

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(D)

(D)

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.9 Services to Hearing Impaired

1.9.1 Residential impaired Customers or impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

1.10 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, subject to the Commission's approval and notice requirements, assign its rights and duties:

1.10.1 to any subsidiary, parent company or affiliate of the Company; or

1.10.2 pursuant to any sale or transfer of substantially all the assets of the Company; or

1.10.3 pursuant to any financing, merger or reorganization of the Company.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 6 - RULES AND REGULATIONS**, *Cont'd.*

1.11 Notices and Communications

- 1.11.1 The Customer shall designate 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.
- 1.11.2 The Company shall designate 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.
- 1.11.3 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.
- 1.11.4 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.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 7 - APPLICATION OF RATES**

1.1 Introduction

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

1.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 1.2.1 Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 1.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 1.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 1.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 1.2.5 All times refer to local time.



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 7 - APPLICATION OF RATES**, *Cont'd.*

1.3 Rates Based Upon Distance

Where charges for a service are specified based upon distance, the following rules apply:

1.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

1.3.2 The airline distance between any two rate centers is determined as follows:

- (A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- (B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- (C) Square each difference obtained in step (b) above.
- (D) Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- (E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- (F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.
- (G) FORMULA =

$$\sqrt{\frac{(v_1 - v_2)^2 + (h_1 - h_2)^2}{10}}$$

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**

1.1 Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of Michigan.

1.2 Operator Services

Operator Services are offered to Customers. Operator Services allow Customer to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this Section 6. For calls made using credit card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number. (T)

1.2.1 Operator services may be used by the presubscribed Customer to complete Person-to-Person, Collect, and/or Third-Party calls. (D)

1.2.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided. A third component, the Operator Assisted 0- Surcharge, applies to calls for which the Customer/Consumer has the capability of dialing the destination number but elects to have the Company operator dial the number instead.

1.2.3 The Company shall not bill the Customer for any surcharges or fees imposed by a third party.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.2 Operator Services, *Cont'd.*

1.2.4 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

1.2.5 The Customer is responsible for payment of the Company's charges for all calls placed from the Customer's Premise except for Collect, and Third Party calls. The Customer is responsible for payment of the Company's charges for all calls billed to a telephone line number, respectively.

1.3 Reserved For Future Use

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(D)

(D)

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

(D)

(D)

1.4 Directory Assistance

A customer may obtain Directory Assistance in determining telephone numbers within the state by calling the Directory Assistance operator. A Customer may request a maximum of two telephone number per call to Directory Assistance service. A credit will be given for calls to Director Assistance if the Customer experience poor transmission during the call or the Customer is given an incorrect telephone number. Credit will be given after the Customer notifies the Company regarding the Customer's problem.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions

1.5.1 Timing of Messages

- (A) Chargeable time begins when connection is established between the calling station and the called station, except for person-to-person and collect calls. For person-to-person calls, chargeable time begins when the connection is established between the called party and the designated party, on an agreed upon substitute. For collect calls, chargeable time begins when the called party agrees to accept charges for the call.
- (B) Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- (C) Chargeable time does not include time lost because of faults or defects in the connection.

1.5.2 Carrier Recognized Holidays

New Year's Day	Observed on January 1
Fourth of July	Observed on July 4
Labor Day	Observed on first Monday of September
Thanksgiving Day	Observed on last Thursday of November
Christmas Day	Observed on December 25

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.3 Service Hours

(A) Frontier Home Connections

The following time periods apply in rating all calls for Frontier Home Connections 1+:

Day:	Monday through Friday	7:00am - 6:59pm Excluding carrier- recognized holidays
Evening/Night/ Weekend:	Monday through Friday; Saturday and Sunday	7:00pm - 6:59am All Day Including carrier- recognized holidays

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.4 Frontier Home Connections

Frontier Home Connections is an outbound switched access service offered only in conjunction with Carrier's interstate Home Connections service, and is primarily for residential customers. Frontier Home Connections customers may originate intrastate calls by dialing 1 plus an area code and the desired telephone number, or by dialing 101XXX and then the area code and the desired telephone number. Frontier Home Connections calls are based on length of call and time of day.

The customer's total monthly use of Frontier Home Connections service is Home charged at the applicable rates per minute set forth in Section 9, and hours set forth in 1.5.3(A). Calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

(D)  
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(D)

Calls made to directory assistance telephone numbers are charged on a per call basis.

1.5.5 Frontier Exact Rate

Frontier Exact Rate is a switched, non-distance sensitive, flat-rated long distance service which provides Customers with a single rate for all outbound (1+) calls. All calls are billed in one-minute increments with a minimum billing of one minute per call. Any fraction of a minute is rounded up to the next full minute. The applicable per minute rate is set forth in Section 6 of this Tariff.

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(D)

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.6 Frontier One

Frontier One is a non-distance sensitive, outbound, flat rated switched service option. Frontier One customers may originate an intrastate call by dialing 1 plus an area code (where necessary) and the desired telephone number. (D)

Frontier One service is a non-distance sensitive, flat rated 24 hours a day seven days a week service.

The customers total monthly use of Frontier One service is charged at the per minute rate set forth in Section 6. Frontier One calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded up to the next whole increment.



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.7 Frontier Hometown Saver

Frontier Hometown Saver is a non-distance sensitive, flat-rated, outbound switched access service with lower rates on Sunday and certain Holidays. Frontier Hometown Saver customers may originate intraLATA calls by dialing 1 plus the area code and the desired telephone number.

Frontier Hometown Saver calls are non-distance sensitive and flat-rated.

The Customer's total monthly use of Frontier Hometown Saver service is charged at the per minute rate and times set forth in Section 9. Frontier Hometown Saver calls are billed in one minute increments, with one minute minimum for each call. Any fraction of an increment will be rounded up to the next whole increment.

1.5.8 EZ Plan

EZ Plan is a long distance switched service which provides customers with single per minute rates for both their inbound (8XX) and outbound usage. EZ Plan calls are non-distance sensitive, flat rated, twenty four (24) hours a day, seven days a week (including Carrier recognized holidays).

The applicable per minute rates are set forth in Section 9, and are based on the EZ Plan service plan selected. EZ Plan inbound (8XX) and outbound calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Customers may subscribe to EZ Plan service on a Month-to-Month basis, or subscribe to either a fifteen (15) or thirty (30) month term agreement. The per minute rate applicable to the Month-To-Month, fifteen (15) and, thirty (30) month term commitment plans are set forth in Section 6. A Minimum Monthly Usage Commitment (MMUC) will be associated with each service plan offered. The per minute rate, and Minimum Monthly Usage Commitment levels are set forth in Section 9 of this Tariff.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.8 EZ Plan, *Cont'd.*

EZ Plan fifteen (15) and thirty (30) month term plans will automatically renew for successive periods of fifteen (15) months unless the Customer notifies the Carrier in writing before the end of their current term of their intention to terminate the agreement at the completion of the term. Customers electing to continue receiving service without renewing their current term commitment will automatically revert to the current month-to-month rate. A termination fee, equal to the Minimum Monthly Usage Commitment applicable to the term plan the EZ Plan Customer is subscribing to, will be assessed for each of the remaining months in the current month term after a EZ Plan Customer terminates service prior to the completion of the then current term service.

(D)

(D)

EZ Plan Customers subscribing to Frontier's Multipoint 8XX service will be assessed the per minute rates set forth in Section 9 of this Tariff. All Multipoint 8XX calls will be billed in six second increments, with a eighteen second minimum for each call. Any fraction of an increment will be rounded up to the next whole increment.

As all EZ Plan calls will be billed via the local exchange carrier's monthly invoice, EZ Plan will only be available in those areas where an appropriate billing and collection agreement exists between the Carrier and the local exchange carrier.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.9 EZ Plan II

EZ Plan II is a long distance switched service which provides customers with single per minute rates for both their inbound (8XX) and outbound (1+) access usage.

EZ Plan II inbound and outbound calls are non-distance sensitive, usage based, and flat rated.

The applicable per minute rates are set forth in Section 9 of this Tariff, and vary based on the EZ Plan II service plan selected. EZ Plan II inbound and outbound calls are billed in six second increments with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Customers may subscribe to EZ Plan II service on a month-to-month basis, or subscribe to either a fifteen (15) or thirty (30) month term agreement. A Minimum Monthly Usage Level (MMUL) is required with each service plan offered. Beginning with the customer's second invoice, and for the remaining months of any service plan, the customer will be charged the difference between the gross account usage and the MMUL if the gross account usage is less than the MMUL. The MMUL and applicable per minute rates are set forth in Section 9 of this Tariff.

EZ Plan II fifteen (15) and thirty (30) month term plans will automatically renew for successive fifteen (15) month periods unless the customer notifies the Carrier in writing of their intention to terminate the agreement at the completion of their current term plan. The Carrier will notify the customer at least 60 days prior to the end of their current term plan that the end of the term is approaching. Customers electing to continue to receive EZ Plan II service without renewing their current term will automatically revert to the current Tariff month-to-month rate. A monthly termination fee, equal to the MMUL of the term plan that the EZ Plan II customer is subscribing to, will be assessed for each month of the remaining months in the term commitment when an EZ Plan II customer terminates service prior to the completion of the full term of service.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.10 Frontier Advantage

Frontier Advantage is a long distance switched service which provides customers with single per minute rates for both inbound (8XX) and outbound (1+) usage. Frontier Advantage calls are distance sensitive, twenty-four (24) hours a day, seven days a week (including Carrier recognized holidays).

The per minute rates applicable to all Frontier Advantage 1+ and 8XX calls apply only to Subscribers who are also Customers of a Local Service Provider with whom the Carrier has an appropriate billing and collection agreement.

The applicable per minute rates are set forth in Section 9, and are based on the Frontier Advantage service plan selected. Frontier Advantage inbound and outbound calls are billed in six second increments, with an eighteen second minimum for each call. Any fraction of an increment is rounded up to the next whole increment.

Customers may subscribe to Frontier Advantage service on a Month-to-Month basis. The per-minute rate applicable to the Month-to-Month commitment plan is set forth in Section 9. A Monthly Usage Guarantee will be associated with each service plan offered. The per minute rates and Monthly Usage Guarantee levels are set forth in Section 9 of this Tariff.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.11 InterState 4.9

InterState 4.9 is a non-distance sensitive flat-rated, outbound service. The per minute usage charges as specified below apply to all intrastate calls which originate and terminate in the state of Michigan. The monthly recurring charge is applied at the account level when the monthly account usage charges are less than \$30.00.\* This product is only available on an interLATA basis in conjunction with subscription to this product on an intraLATA basis.

This plan is available to customers of local exchange companies with whom the Carrier has a billing and collection contract. Customer must subscribe to this product on the main billing number on the account. Customer must choose the InterState 4.9 product both for interLATA and intraLATA purposes for those lines which they choose to presubscribe to this product.

\* Intrastate, interstate and international usage excluding taxes and surcharges apply towards \$30.00 minimum usage. Monthly recurring charges do not count towards the minimum usage guarantee.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.12 Frontier Flex 800

Frontier Flex 800 (FF800) is a two-way switched access service completing calls to a carrier-assigned toll-free telephone number. Inbound calls are originated by dialing a toll-free number which terminates at a FF800 customer line, provided a valid Personal Identification Routing Number (PIRN) is entered by the call originator. Outbound calls may be originated by dialing a toll-free number and entering a Customer-specific PIRN to receive dial tone, permitting the call originator to place a 1+ outbound call. The FF800 customer may request any combination of four digit PIRNS for their inbound FF800 service. Only one dial tone PIRN is allowed per FF800 customer. The dial tone PIRN cannot have more than two repeating digits and cannot have more than two sequential digits. The dial tone PIRN cannot match the last four digits of the customer's toll-free number.

Frontier Flex 800 Service is a flat rated, non-distance sensitive, usage-based switched service, available twenty-four hours per day, seven days a week.

Calls are billed in six second increments with a thirty second minimum. Any fraction of an increment is rounded up to the next whole increment.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.13 Frontier Digital Phone Silver\*

Frontier Digital Phone Silver is a non-distance sensitive product that includes direct dial 1+ outbound Intrastate service. Pre-subscription of the primary line to Frontier Communications of America, Inc. (FCA) is required to subscribe to Frontier Unlimited State.

Rates and Charges

Frontier Digital Phone Silver calls are non-distance sensitive, flat-rated with the following rating periods:

Monday – Friday		Saturday & Sunday
E= Evening	12:00 AM - 7:59AM	N = Night 12:00AM Saturday through 11:59 PM on Sunday.
D= Day	8:00 AM - 4:59PM	
E= Evening	5:00 PM - 11:59PM	

Usage Charges

With the Frontier Digital Phone Silver State option, unlimited intrastate usage is available only on the main billing number on the account. All calls that do not qualify for unlimited calling are billed in one-minute increments with a minimum billing of one minute per call. Interstate 1+ calls will be rated on a per call basis, and are not part of the unlimited calling option. Only one Frontier plan is to be on the account for all lines. This product is available for residential voice service only. The unlimited minutes of long distance service do not include usage for calls to 900 numbers, long distance directory assistance, or operator services.

The Frontier Digital Phone Silver service is offered to the residential user, for the Customer's personal, residential, non-business and non-professional use. Using the Frontier Digital Phone Silver service is prohibited for any commercial or governmental activities, for profit or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing, continuous autodialing, fax broadcast, fax blasting, accessing the Internet with a long distance dial-up number, resale or transfer of the Frontier Digital Phone Silver service or any other activity that would be inconsistent with normal residential voice applications and usage patterns, including conference calls. Average residential Customer use will be determined by Frontier based on average minutes of use of the Plan by representative residential Customers served by Frontier who subscribe to the Plan.

\*This bundle is limited to customers at their existing locations.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.13 Frontier Digital Phone Silver\* (*Cont'd*)

Usage Charges (*Cont'd*)

If a Customer has substantially more than average residential Customer use, Frontier may regard such use as non-residential use subject to the remedies set forth following. Frontier may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. If it is determined that the usage on the Frontier Digital Phone Silver is not consistent with residential voice applications, substantially exceeds average residential use, or is otherwise prohibited (such as long distance dial-up Internet calls), Frontier may immediately convert the service to an FCA plan that charges for all long distance calls or, where systems permit, charge a 10-cent per minute rate for non-voice long distance calls, or calls that are not considered normal residential voice usage. Additional restrictions may apply.

The Monthly Recurring Charge (MRC) for Frontier Digital Phone Silver is billed in advance. If a new customer to Frontier Digital Phone Silver enrolls mid-billing cycle, the MRC will be prorated.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dialed calls that are included in this plan. If the customer changes their long distance pre-subscription on their main line without any instruction as to what to do regarding the additional phone lines, the Frontier Digital Phone Silver plan option will automatically be removed from the main line and thus the customers account. Note: To maintain the account for the customer, the remaining lines will be placed onto Frontier One or Simple Rate calling plan depending on the associated LEC.

Additional phone lines are available on this plan. Each additional line will be billed a per-minute domestic rate defined in this tariff. All calls are billed in one-minute increments with a minimum billing of one minute per call. If a customer subsequently does not pre-subscribe their additional line(s) to FCA but continues to have service on the main billing number on the account provided by FCA, casual calling rates on the additional line(s) will apply.

8xx inbound products may be used in conjunction with Frontier Unlimited State, where available.

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\*This bundle is limited to customers at their existing locations.



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.14 Frontier Digital Phone Service

General

Frontier Digital Phone Unlimited Service is a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription of the primary line to Frontier Communications of America, Inc. (FCA) is required to subscribe. This plan is available to customers of certain local exchange companies (LEC) with whom the carrier has a billing and collections contract. The Customer must subscribe to the Frontier Digital Phone Unlimited Service or the Digital Phone Unlimited Plus Service local service product offered by that associated LEC and must be on the main billing number on the account in order to be eligible for the Frontier Digital Phone Service option.

Rates and Charges

Frontier Digital Phone Service calls are non-distance sensitive, flat-rated with the following rating periods:

Monday – Friday		Saturday & Sunday
D= Day	8:00 AM - 4:59PM	N = Night
E= Evening	5:00 PM - 11:59PM	12:00 AM Saturday through 11:59 PM on Sunday.
N= Night	12:00 AM - 7:59AM	

Usage Charges

With the Frontier Digital Phone Unlimited Service option, unlimited intrastate usage is available only on the main billing number on the account. All calls that do not qualify for unlimited calling are billed in one-minute increments with a minimum billing of one minute per call. Only one Frontier plan is to be on the account for all lines. Frontier Digital Phone Unlimited Service long distance provides unlimited minutes of direct dialed 1+ intrastate calling for residential voice service only. The unlimited minutes of long distance service do not include usage for calls to 900 numbers, long distance directory assistance, or operator services.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.14 Frontier Digital Phone Service

Usage Charges (Cont'd)

Frontier Digital Phone Unlimited Service is offered to the residential user, for the Customer's personal, residential, non-business and non-professional use. Using Frontier Digital Phone Service is prohibited for any commercial or governmental activities, for profit or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing, continuous autodialing, fax broadcast, fax blasting, accessing the Internet with a long distance dial-up number, resale or transfer of the Frontier Digital Phone Service or any other activity that would be inconsistent with normal residential voice applications and usage patterns, including conference calls. Average residential Customer use will be determined by Frontier based on average minutes of use of the Plan by representative residential Customers served by Frontier who subscribe to the Plan. If a Customer has substantially more than average residential Customer use, Frontier may regard such use as non-residential use subject to the remedies set forth following. Frontier may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. If it is determined that the usage on the Frontier Digital Phone Unlimited Service is not consistent with residential voice applications, substantially exceeds average residential use, or is otherwise prohibited (such as long distance dial-up Internet calls), Frontier may immediately convert the service to an FCA plan that charges for all long distance calls or, where systems permit, charge a 10 cent per minute rate for non-voice long distance calls, or calls that are not considered normal residential voice usage. Additional restrictions may apply.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dialed calls that are included in this plan. If the customer changes their long distance pre-subscription on their main line without any instruction as to what to do regarding the additional phone lines, the Frontier Digital Phone Unlimited Service plan option will automatically be removed from the main line and thus the customer's account. Additional phone lines are available on this plan. Each additional line will be billed a-per minute domestic rate defined in this price list. All calls are billed in one-minute increments with a minimum billing of one minute per call. If a customer subsequently does not pre-subscribe their additional line(s) to FCA but continues to have service on the main billing number on the account provided by FCA, casual calling rates on the additional line(s) will apply.

8xx inbound products may be used in conjunction with Frontier Digital Phone Unlimited Service, where available.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.15 Frontier Digital Phone Essentials

General

Frontier Digital Phone Essentials a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription of the primary line to Frontier Communications of America, Inc. (FCA) is required to subscribe to Frontier Digital Essentials. This plan is available in conjunction with the Frontier Digital Phone Essentials plan offered by the associated LEC and must be on the main billing number on the account in order to be eligible for the Frontier Digital Phone Essentials options.

Frontier Digital Essentials calls are non-distance sensitive, flat-rated, twenty-four hours a day, seven days a week.

Usage Charges

With the Frontier Digital Essentials, usage is available in a 30-minute block of time. THE BOT is applied at the line level. The monthly MRC is found in the Frontier Communication of America Domestic Price List. Any intrastate usage above the allotted 30 minutes block of time will be subject to an overage rate that can be found in the rate section of this tariff. Unused minutes can be accumulated up to a maximum of 500 minutes that will expire after 12 months. Call segments outside of the allotted BOT minutes will be rounded to the next full increment and invoiced at the overage rate.

All calls are billed in one-minute increments with a minimum billing of one minute per call. Charges will be rounded up to the next cent on a per call basis. The 30 minutes BOT includes all domestic calling with the exception of toll free, long distance directory assistance, international termination of 1+ dialed calls. Canadian calls will not be part of the 30 minutes and will be rated separately.

International rates for this product are found in the International Product Guide of Frontier Communications of America, Inc.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.16 Business Cents

General

Business Cents is a long distance service which provides business customers with per minute rates for both their inbound (800) and outbound (1+) usage. Business Cents customers may originate outbound calls by dialing 1 plus an area code and the desired telephone number. Inbound calls are originated to the Business Cents customer's designated location by users dialing 1 plus the Business Cents customer's 800 telephone number. Business Cents calls are based on the length of the call. The customer's Business Cents service is charged at the applicable rates per minute based on the Business Cents product option selected. Business Cents switched 1+, and 800 calls are billed in six second increments, with a thirty second minimum for each call. Any fraction of an increment is rounded up to the next whole Increment.

1.5.17 Residential Simple Rate Plan

General

Residential Simple Rate Plan is available to residential customers who subscribe to this plan or who default to this plan.

Usage Charges

All calls are billed in one-minute increments. Fractional minutes are calculated to the next higher minute. If computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent.

All international calls are rated at the residential 1+ international service as provided in the Company's International Price List.

1.5.18 Frontier Basic Long Distance Service

General

Frontier Basic Long Distance Service is the basic long distance service offered to residential and business customers for outbound direct-dialed calling, utilizing Customer-provided switched access lines that are presubscribed to the Company. (T)

Usage Charges

Calls are billed in one (1) minute increments after an initial minimum call duration of (1) one minute. Any partial minute is rounded up to a full minute.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.19 OneVoice Nationwide

General

OneVoice Nationwide is a non-distance sensitive product that includes direct dial 1+ Domestic outbound service. Pre-subscription of the primary line to Frontier Communications of America, Inc. (FCA) is required to subscribe to the OneVoice Nationwide. This product is only available in conjunction with the OneVoice plan from the Frontier ILEC Companies Tariff.

Usage Charges

OneVoice Nationwide long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage and exclude toll free, 900, international, directory assistance, information services and data calls. Auto dialers and fax broadcast services are prohibited. Data Calls will be billed at an additional rate per minute. Data called are billed in full minute increments, Call segments will be rounded to the next full increment Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to non- OneVoice Nationwide service with charges for local and long distance calling. OneVoice Nationwide is not available with foreign central office services and public telephone services.

The Terms and Conditions may be revised periodically. Revisions are applicable to then current service and usage. On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dial calls that are included in this plan. If the customer changes their long distance pre-subscription on their line to another carrier, benefits of the plan will be forfeited.

Monthly Charges

The Monthly Recurring Charge (MRC) for OneVoice Nationwide can be found in Frontier Communications of America Price Guide.

If a new customer to OneVoice Nationwide signs up mid-billing cycle, the MRC will be prorated. Usage not included in the Nationwide Long Distance plan will be billed in arrears.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.20 OneVoice 100

General

OneVoice 100 a non-distance sensitive product that includes direct dial 1+ Domestic outbound service. The plan is available on line(s) for commercial domestic outbound long distance voice usage and exclude toll free, 900, directory assistance, information services and data calls. Auto dialers and fax broadcast services are prohibited. Pre-subscription of the primary line to Frontier Communications of America, Inc. (FCA) is required to subscribe to OneVoice. This plan is available in conjunction with the OneVoice plan offered by the associated LEC. OneVoice 100 calls are non-distance sensitive, flat-rated, twenty-four hours a day, seven days a week. A monthly recurring charge for the plan can be found in the Frontier Communications of America Domestic Price List.

Usage Charges

With the One Voice 100, usage is available in a 100-minute block of time. The BOT is applied at the line level. Any domestic 1+ usage above the allotted 100 minutes block of time will be subject to an overage rate that can be found in the rate section of this price list. Overage calls will be billed with 30 second initial and 6 second increments. Call segments will be rounded to the next full minute increment. Unused minutes will not roll over to the next month.

Data calls are not included in the OneVoice 100 plan. Data calls will be billed at a rate specified in Section 10. These calls will be billed in full minute increments.

1.5.21 Frontier Long Distance Business Plan

General

Frontier Long Distance Business Plan is a non-distance sensitive, flat rated, outbound switched access service offered to 1+ business customers. Calls are rated at 6 second increments with an initial 18 second requirement. Any fraction of a minute will be rounded up to the next whole increment. There is a monthly recurring charge that is in the interstate domestic price list.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.21 Frontier Commercial Voice Unlimited\*

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General

Frontier Commercial Voice Unlimited is a non-distance sensitive product that includes direct dial 1+ Domestic outbound service. Pre-subscription of the primary line to Frontier Communications of America, Inc. (FCA) is required to subscribe to the Frontier Commercial Voice Unlimited. This product is only available in conjunction with the Frontier Commercial Voice Unlimited plan from the Frontier ILEC Companies Tariff.

Frontier Commercial Voice Unlimited calls are non-distance sensitive, flat-rated with the following rating periods.

Monday-Friday		Saturday & Sunday
E=Evening	12:00AM-7:59AM	N=Night
D=Day	8:00AM-4:59PM	12:00AM Sat-11:59 on Sunday
Evening	5:00PM-11:59PM	

Usage Charges

Frontier Commercial Voice Unlimited long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage and exclude toll free, 900, international, directory assistance, information services and data calls. Auto dialers and fax broadcast services are prohibited. Data Calls will be billed at an additional rate per minute. Data called are billed in full minute increments, Call segments will be rounded to the next full increment Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to non- Frontier Commercial Voice Unlimited service with charges for local and long distance calling. Frontier Commercial Voice Unlimited is not available with foreign central office services and public telephone services.

The Terms and Conditions may be revised periodically. Revisions are applicable to then current service and usage. On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dial calls that are included in this plan. If the customer changes their long distance pre-subscription on their line to another carrier, benefits of the plan will be forfeited.

Monthly Charges

The Monthly Recurring Charge (MRC) for Frontier Commercial Voice Unlimited can be found in Frontier Communications of America, Inc. (FCA) Price List.

If a new customer to OneVoice Nationwide signs up mid-billing cycle, the MRC will be prorated. Usage not included in the Nationwide Long Distance plan will be billed in arrears.

\*This service is Grandfathered. Effective July 24, 2018 this service is limited to existing subscribers.

(T)

Issued: July 24, 2018

Effective: July 24, 2018

Issued on the authority of the Public Act 179 of 1991, as amended  
Issued by: Jack Phillips – Director Government and State Regulatory Affairs  
14450 Burnhaven Drive, Burnsville MN 55306  
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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.22 Frontier Residential Unlimited Voice Service

General

Frontier Residential Unlimited Voice Service is a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription of the primary line to Frontier Communications of America, Inc. (FCA) is required to subscribe. This plan is available to customers of certain local exchange companies (LEC) with whom the carrier has a billing and collections contract. The Customer must subscribe to the Frontier Residential Unlimited Voice Service or the Frontier Unlimited Voice and Feature Bundle in the local service product offered by that associated LEC and must be on the main billing number on the account in order to be eligible for the Frontier Residential Unlimited Voice Service option. (C)

Usage Charges

With the Frontier Residential Unlimited Voice Service option, unlimited intrastate usage is available only on the main billing number on the account. All calls that do not qualify for unlimited calling are billed in one-minute increments with a minimum billing of one minute per call. Frontier Residential Unlimited Voice Service long distance provides unlimited minutes of direct dialed 1+ intrastate calling for residential voice service only. The unlimited minutes of long-distance service do not include usage for calls to 900 numbers, long distance directory assistance, or operator services.

Frontier Residential Unlimited Voice Service is offered to the residential user, for the Customer's personal, residential, non-business and non-professional use. Using Frontier Residential Unlimited Voice Service is prohibited for any commercial or governmental activities, for profit or non-profit, including but not limited to home office, business, sales, telecommuting, telemarketing, continuous autodialing, fax broadcast, fax blasting, accessing the Internet with a long distance dial-up number, resale or transfer of the Frontier Residential Unlimited Voice Service or any other activity that would be inconsistent with normal residential voice applications and usage patterns, including conference calls. Average residential Customer use will be determined by Frontier based on average minutes of use of the Plan by representative residential Customers served by Frontier who subscribe to the Plan. If a Customer has substantially more than average residential Customer use, Frontier may regard such use as non-residential use subject to the remedies set forth following.



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 8 - TOLL AND OPERATOR SERVICES**, *Cont'd.*

1.5 Service Descriptions, *Cont'd.*

1.5.22 Frontier Residential Unlimited Voice Service *Cont'd.*

Frontier may suspend, restrict or cancel the Customer's service, subject to applicable notice requirements. If it is determined that the usage on the Frontier Residential Unlimited Voice Service is not consistent with residential voice applications, substantially exceeds average residential use, or is otherwise prohibited (such as long distance dial-up Internet calls), Frontier may immediately convert the service to an FCA plan that charges for all long distance calls or, where systems permit, charge a 10 cent per minute rate for non-voice long distance calls, or calls that are not considered normal residential voice usage. Additional restrictions may apply.

There will be no individual call detail on the invoice for usage associated with the unlimited direct dialed calls included in this plan. If the customer changes the Long Distance pre-subscription on the main line, the Frontier Residential Unlimited Voice Service plan option will automatically be removed from the main line and thus the customer's account.

The Monthly Recurring Charge (MRC) for Frontier Residential Unlimited Voice Service is billed in advance and can be found in FCA Interstate Domestic Price List. If a new customer to Frontier Residential Unlimited Voice Service enrolls mid-billing cycle, the MRC will be prorated.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 9 - SPECIAL ARRANGEMENTS**

1.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new Customers or to increase Customer awareness of a particular Tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

1.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the Tariff).

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 10 - RATES AND CHARGES (PRICE LIST)**, *Cont'd.*

1.1 Directory Assistance

Intrastate Directory Assistance (Intra and InterLATA calls)	<u>Per Call</u> *	(C)
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1.2 Rates and Charges

1.2.1 Home Connections

The following per minute usage rates apply to all Home Connections 1+ calls:

<u>Business Hour</u>	<u>Off Hour</u>
\$0.2300	\$0.1100

\* A \$3.00 monthly minimum usage guarantee applies per customer account.

1.2.2 Frontier Exact Rate

The following per minute rate is applicable to all Frontier Exact Rate calls as specified below:

Outbound	<u>Rate per Minute</u>
	\$0.08

1.2.3 Frontier One (Including Carrier recognized holidays)

(A) The following per minute usage rates apply to all Frontier One calls:

<u>Day</u>	<u>Evening/Night</u>	<u>Weekend</u>
\$0.1300	\$0.1300	\$0.1300

\* Services are provided by WiMacTel. Applicable rates can be found at <https://wimactel.com/tariffs/>

(N)  
(N)

INTRASTATE MESSAGE TOLL SERVICE

**SECTION 10 - RATES AND CHARGES (PRICE LIST)**, *Cont'd.*

1.2 Rates and Charges, *Cont'd.*

1.2.4 Frontier Hometown Saver

The following per minute rates are applicable to all Frontier Hometown Saver calls:

	<u>Per Minute Rate</u>
Monday through Saturday	\$0.10
Sunday and Holidays*	\$0.06
Monthly Recurring Charge	\$3.99

\* New Years Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

1.2.5 EZ Plan

The following per minute rates are applicable to all EZ Plan and 8XX calls as specified below:

	<u>MMUC</u>	<u>Rate Per Minute InterLATA</u>
Month-To-Month	\$0	\$0.0920
15 Month Term Plan	\$500	\$0.0897
	\$1000	\$0.0874
30 Month Term Plan	\$500	\$0.0897
	\$1000	\$0.0894

EZ Plan II

The following per minute rates are applicable to all EZ Plan II inbound and outbound calls:

	<u>MMUL</u>	<u>Rate per Minute</u>
Month-to-Month	\$10	\$0.0920
15 Month Term	\$100	\$0.0911
15 Month Term	\$500	\$0.0897
15 Month Term	\$1,000	\$0.0874
15 Month Term	\$1,500	\$0.0865
30 Month Term	\$100	\$0.0911
30 Month Term	\$500	\$0.0897
30 Month Term	\$1,000	\$0.0874
30 Month Term	\$1,500	\$0.0865

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 10 - RATES AND CHARGES (PRICE LIST)**, *Cont'd.*

1.2 Rates and Charges, *Cont'd.*

1.2.6 Frontier Advantage

The following Monthly Usage Guarantee (MUG) levels and per minute rates are applicable to all Frontier Advantage 1+ calls on a Month-to-Month basis as specified below:

<u>Mileage</u>	<u>\$0 MUG</u>	<u>\$25 MUG</u>	<u>\$100 MUG</u>
0 – 75	\$0.0590	\$0.0590	\$0.0590
75+	\$0.0990	\$0.0950	\$0.0925

The following Monthly Usage Guarantee (MUG) levels and per minute rates are applicable to all Frontier Advantage 8XX calls on a Month-to-Month basis as specified below:

<u>\$0 MUG</u>	<u>\$25 MUG</u>	<u>\$100 MUG</u>
\$0.0990	\$0.0950	\$0.0925

1.2.7 InterState 4.9

(A) Per Minute Charges

(1)	Outbound (1+)	<u>Per Minute</u>
	Day	\$0.099
	Evening	\$0.099
	Night/Weekend	\$0.099
(2)	Inbound (8xx)	
	Day	\$0.099
	Evening	\$0.099
	Night/Weekend	\$0.099

(B) Monthly Recurring Charges

Per Account	\$5.99
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\*Intrastate, interstate and international usage excluding taxes and surcharges apply towards \$30.00 minimum usage.

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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 10 - RATES AND CHARGES (PRICE LIST)**, *Cont'd.*

1.2 Rates and Charges, *Cont'd.*

1.2.8 Frontier Flex 800

- (1) The following per minute rates are applicable to calls made using Frontier Flex 800:

Rate Per Minute  
\$0.09

- (2) A \$1.20 per call surcharge will be applied to all calls requiring manual intervention.

(D)

(D)

INTRASTATE MESSAGE TOLL SERVICE

**SECTION 10 - RATES AND CHARGES (PRICE LIST), Cont'd.**

1.2 Rates and Charges, Cont'd.

1.2.9 Operator Assistance Services

Customers who have selected Carrier as their primary carrier can access a Carrier Operator to place an InterLATA or intra LATA call by dialing "00." Charges are assessed on a per call basis as specified below:

		IntraLata	InterLata
Station-to-Station		\$4.50	\$5.00
3rd Party	\$1.75/call	\$3.95	\$3.95
Collect	\$1.75/call	\$3.95	\$4.25
Person-to-Person		\$5.50	\$5.50
Usage Charges			
Day	\$ 0.3000/minute		
Evening	\$ 0.1900/minute		
Night/Weekend	\$ 0.1500/minute		

1.2.10 Frontier Digital Phone Silver\*

	Monthly Rate	
Intrastate Rate	\$22.00	(I)
Additional Phone Lines	Rate per Minute	
Day	\$0.10	
Evening	\$0.10	
Night/Weekend	\$0.10	

1.2.11 Frontier Digital Phone Service

Canadian Rate Per Minute	\$0.05
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1.2.12 Frontier Digital Phone Essentials

Overage Rate Per Minute	\$0.10
Canadian Rate Per Minute	\$0.05

1.2.13 Business Cents

1+ Rate Per Minute	\$ .040
Toll Free Rate Per Minute	\$ .045

\* This service is limited to existing customers at their existing locations

INTRASTATE MESSAGE TOLL SERVICE

**SECTION 10 - RATES AND CHARGES (PRICE LIST)**, *Cont'd.*

1.2 Rates and Charges, *Cont'd.*

1.2.14 Residential Simple Rate Plan

Outbound (1+) Rate Per Minute \$0.10

1.2.15 Frontier Basic Long Distance Service

Outbound (1+) Rate Per Minute \$0.40

1.2.16 OneVoice Nationwide

	<u>Rate Per Minute</u>	
Data Calls per minute	\$0.10	

1.2.17 OneVoice 100

	<u>Rate per minute</u>	
Overage Charges per minute (over 100 min)	\$.05	
Data Calls per minute	\$.10	

1.2.18 Frontier Long Distance Business Plan Rate per minute

Outbound (1+) Interstate	\$.07	(N)
Canadian Calls	\$.07	
		(N)



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INTRASTATE MESSAGE TOLL SERVICE

**SECTION 11- DEFINITIONS**

1.3 Definitions

1.3 Operator Assistance Services

- (D)
- (D)
1. Operator Assisted Station to Station (T)
- A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).
2. Collect (T)
- A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.
3. Person to Person (T)
- An operator assisted call in which the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached. The calling party is responsible for identifying the party at the called station.
4. Operator Assisted Time and Charges (T)
- A service requested of the operator before a call begins. After completion of the call, the operator calls back and specifies the length of the call (in minutes) and the charge for the call.
5. Operator Assisted -Corrections (T)
- Applicable to each outgoing message where the person originating the call is calling from a correctional facility using special restricted correction service. The restricted correction service only provides corrections collect calls via an automated operator.
6. Billed to Third Number (T)
- Operator assisted telephone call that can be billed to the party other than the calling and called party. The operator calls the third number for the party to accept the charges before the call can proceed.