

**PRICE GUIDE FOR SWITCHED LOCAL EXCHANGE
AND EXCHANGE ACCESS
WITHIN
THE STATE OF KANSAS**

This price guide sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user communications services by First Communications, LLC, hereinafter referred to as the Company, to customers within the State of Kansas.

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DEFINITIONS

Certain terms used generally throughout this price guide are defined below.

Account Codes: Permits Centrex Stations and attendants to dial an account code number of up to eight digits when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment: Part or all of payment required before the start of service. Amount will not exceed one month's recurring charges.

DID Trunk: A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the company operator.

Automatic Number Identification (ANI): Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Bit: The smallest unit of information in the binary system of notation.

Call Back/Camp on: Permits a station line encountering an all-trunk-busy condition the option of being notified when a trunk becomes idle.

Call Forwarding:

Call Forwarding Station: Allows calls directed to a station line to be routed to a user defined line inside or outside the customer's telephone system.

Call Forwarding System: Permits calls attempting to terminate to a busy station line to be re-directed to a predetermined line inside or outside the customer's telephone system.

Call Forwarding Remote: This optional feature allows a user to activate/deactivate the Call Forwarding - All calls are forwarded to a telephone number from a remote location.

Call Forwarding Busy: Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Don't Answer: Allows incoming calls to be automatically routed to a preselected station line or attendant in the same system or outside the system, when the called station is not answered after a preset number of rings. Intercom calls can be arranged to be forwarded to a number different from DID calls.

Call Forwarding Variable Limited: When this feature is activated by a station line user or the attendant, incoming calls to the activated station line or attendant position will be automatically routed to any other selected station line, within the same Centrex system, or to the attendant position. The attendant may also activate this feature for a station line user.

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Call Forwarding Variable Unlimited: The same as Call Forwarding Variable Limited except that incoming calls may be automatically routed to a telephone number outside the Centrex system or to station lines within the same Centrex system. The attendant may not activate this feature to a telephone number outside the Centrex system for a station line use. Calls forwarded outside the Centrex system are subject to the appropriate charges for local and toll messages.

Call Hold: Allows the user to hold one call for any length of time provided that neither party goes on-hook.

Call Park: Allows a station line to park a call against its own line number. The parked call can be retrieved from any station line by dialing a feature code and the line number against which the call is parked.

Call Pickup: Allows a station line to answer incoming calls to another station line within a defined call pickup group. Call pickup is provided on individual station lines within a customer group.

Call Transfer: Allows a station line user to transfer any established call to another station line inside or outside the customer group without the assistance of the attendant.

Call Waiting: Permits a line in the talking state to be alerted by a tone when another call is attempting to complete to the line. Audible ringing is returned to the originating line. The Service also provides a hold feature that is activated by a switchhook flash.

Communication Services: The Company's intrastate toll and local exchange switched telephone services offered for both intraLATA and interLATA use.

Company: First Communications LLC the issuer of this price guide.

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

Dial Pulse (or "DP"): The pulse type employed by rotary dial station sets.

Direct Inward Dial (or "DID"): A service attribute that routes incoming calls directly to stations, bypassing a central answering point

DEFINITIONS

Direct Outward Dial(or “DOD”): A service attribute that allows individual station users to access and dial outside numbers directly.

Do Not Disturb: Permits the attendant to cut off a single station line and selected groups of station lines from receiving incoming and station-to-station calls.

DSX-1Panel: Distribution equipment used to terminate and administer DSI (1.544 Mbps) circuits.

Dual Tone Multi-Frequency (or “DTMF”): The pulse type employed by tone dial station sets.

Duplex Service: Service that provides for simultaneous transmission in both directions.

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.

Hunting: Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only: A service attribute that restricts outward dial access only or routes incoming calls to a designated answer point.

Joint User: A person, firm or corporation that is designated by the Customer as a user of services furnished to the Customer by First Communications and to whom a portion of the charges for the service will be billed under a joint user arrangement as specified herein.

Kbps: Kilobits per second, denotes thousands of bits per second.

Last Number Redial: Enables a station line user to redial the last called number by use of an access code rather than dialing the entire number.

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.

Local Exchange Carrier or (“LEC”): Denotes any individual, partnership, association, joint-stock company, trust or corporation engaged in providing switched communication within an exchange.

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Mbps: Megabits, denotes millions of bits per second.

Multi-Frequency or ("MF"): An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

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 that does not conform to standards set forth in the Service Order or this price guide, 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 Order: The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing 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 price guide, but the duration of the service is calculated from the Service Commencement Date.

Shared: A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Speed Calling: Permits a station line user to dial selected numbers by using fewer digits than normally required. This is accomplished through the assignment of abbreviated codes to frequently called numbers. The speed calling list is customer-changeable.

System: Allows shared use of speed calling list. A control station will add, change or delete telephone numbers from the list for the group.

Station: Allows a station line user to add, change or delete telephone numbers from a speed calling list. The list is dedicated to the individual station line user.

Three-Way Calling: Allows a station line user to add a third party to an existing conversation.

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.

User or End User: A customer, Joint User, or any other person authorized by a Customer to use service provided under this price guide.

RULES2.1 Undertaking of the Company2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this price guide in connection with one-way and/or two-way information transmission between points of local exchange within the State of Kansas.

Customers and users may use services and facilities provided under this price guide to obtain access to services offered by other service providers. The Company is responsible under this price guide 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.

2.1.2 Shortage of Equipment or Facilities

- (A) The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- (B) The furnishing of service under this price guide 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.
- (C) The Company will not provide additional service nor connect new Customers to any system which would compound a shortage condition until the problem has been identified and relief implemented.

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this price guide, a month is considered to have 30 days.
- (B) Customers may be required to enter written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this price guide. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

RULES2.1 Undertaking of the Company (Continued)2.1.3 Terms and Conditions (Continued)

- (C) In accordance with state law, terms of the Agreement will automatically renew for continuous one year periods at the end of the applicable initial or renewal term period unless otherwise expressly specified as a longer or shorter renewal period in your specific Agreement or unless First Communications receives a written request for non-renewal or a written notice of disconnection/cancellation from you at least 60 days prior to the end of the applicable term. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) In any action between the parties to enforce any provision of this price guide, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- (E) Service may be terminated upon written notice to the Customer if:
 - 1) the Customer is using the service in violation of this price guide; or
 - 2) the Customer is using the service in violation of the law.
- (F) This price guide shall be interpreted and governed by the laws of the State of Kansas regardless of its choice of laws provision.
- (G) Local telephone company's of Kansas must 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.
- (H) To the extent that either the Company or any local telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

RULES2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company

- (A) The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects in transmission, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of such allowances for interruption as set forth in 2.6. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, except by negligence of the company.
- (B) The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- (C) The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- (D) The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

RULES2.1 Undertaking of the Company (Continued)2.1.4 Liability of the Company (Continued)

- (E) The Company does not guarantee nor make any warranty with respect to installations it provides for use in a physically explosive atmosphere. The Customer holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided and not due to Company negligence. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- (F) The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- (G) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- (H) **THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, 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.**

2.1.5 Notification of Service-Affecting Activities

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

RULES2.1 Undertaking of the Company (Continued)2.1.6 Provisions of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the rules contained in this price guide. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain 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.
- (C) 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.
- (D) 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 for that which it was provided by the Company.
- (E) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party than the Company, including but not limited to the Customer.
- (F) 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 price guide, the responsibility of the Company shall be limited to the furnishing of facilities offered under this price guide and to the maintenance and operation of such facilities.

RULES2.1 Undertaking of the Company (Continued)2.1.7 Non-routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the rules contained in this price guide, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that 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 service;
- (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 which the Company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (H) in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this price guide remains in the Company, its agents or contractors.

RULES2.2 Prohibited Uses

- (A) 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.
- (B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Kansas Corporation Commission regulations, policies, orders, and decisions.
- (C) The Company may require a Customer to immediately shut down transmission of signals if said transmission is causing interference to others.
- (D) A customer, joint user, or authorized user may not assign 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 price guide will apply.

2.3 Obligations of the Customer2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this price guide;
- (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 rules; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed personnel, 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;

RULES2.3 Obligation of the Customer (Continued)2.3.1 General (Continued)

- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with 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 born 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's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or rights-of-way for which Customer is responsible as described above; 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 in which service is interrupted for such purposes.

RULES2.3 Obligation of the Customer (Continued)2.3.2 Claim

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (A) Any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to , employees invitees of either party, to the extent caused by or resulting from negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (B) any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from the act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

2.4 Customer Equipment and Channels2.4.1 General

A User may transit 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 price guide. 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 price guide.

RULES

2.4.2 Station Equipment

- (A) Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.

- (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 other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

RULES2.4 Customer Equipment and Channels (Continued)2.4.3 Interconnection of Facilities

- (A) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (B) Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or price guide of the other communications carriers that are applicable to such connections.
- (C) Facilities furnished under this price guide may be connected to Customer-provided terminal equipment in accordance with the provisions of this price guide. All such terminal equipment shall be registered by the Federal Communications Commission Pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- (D) Users may interconnect communications facilities that are used in whole or in part for interstate communication to services provided under this price guide only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with requirements set forth in above for the installation, operation, 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 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.

RULES2.5 Payment Arrangements2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

(A) Taxes

The Customer is responsible for payment of all sales, use, gross receipts, excise, access or local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

2.5.2 Billing and Collection of Charges

- (A) Non-recurring charges are due and payable from the customer within 30 days after the invoice date, unless otherwise agreed to in advance.
- (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 30 days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- (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 30 days.
- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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 price guide or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

RULES2.5 Payment Arrangements (cont'd)2.5.2 Billing and Collection of Charges (cont'd)

- (E) If any portion of the payment is received by the Company after the due date, or if any portion of the payment is received by the Company in funds that are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the due date, multiplied by the lesser of the highest percentage allowable by the Kansas Corporation Commission or a late factor of 2.0% per month assessed only on past due balances against which it has not previously been assessed.
- (F) Customer will be notified on their bill that said Customer will be assessed a charge of ten dollars (\$10.00) for each check submitted by the Customer to the Company that a financial institution refused to honor.
- (G) Customers have up to 90 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.
- (H) If service is disconnected by the Company in accordance with Discontinuance of Service below, following and later restored, restoration of service will be subject to all applicable installation charges.

2.5.3 Advance Payment

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to one month's recurring charge(s) for the service or facility.

2.5.4 Deposits

Reserved for Future Use.

2.5.5 Discontinuance of Service

- (A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 7 days prior written notice to the Customer, discontinue or suspend service without liability.
- (B) Upon violation of any of the other material terms or conditions for furnishing service to the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring liability if such violation continues during that period.

RULES2.5 Payment Arrangements (cont'd)2.5.5 Discontinuance of Service (cont'd)

- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- (F) In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- (G) Upon the Company's discontinuance of service to the Customer under Discontinuance of Service 2.5.5(A) or 2.5.5(B) above, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this price guide, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such service would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

2.5.6 Cancellation of Application for Service

- (A) Applications for service cannot be canceled without the Company's agreement. Where the Company permits a 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.

RULES2.5 Payment Arrangements (cont'd)2.5.6 Cancellation of Application for Service (cont'd)

- (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 incurred by the Company, 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 commenced (all discounted to present value at six percent).
- (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 by the Company, less net salvage, applies. 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 2.5.6(A) through 2.5.6(C) will be calculated and applied on a case-by-case basis.

2.5.7 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.

RULES2.6 Allowance for Interruption in Service

If interruption in service that are not due to the negligence of, or noncompliance with the provisions of this price guide by, the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 Credit for Interruptions

- (A) A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this price guide. An interruption period begins when the Customer reports a service, facility or circuit to be interrupted and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
- (B) For calculating credit allowances, every month is considered to have 30 days. A credit allowance for fixed recurring fees only is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive credit.

RULES

2.6.1 Credit for Interruptions (cont'd)

- (C) A credit allowance will be given for interruption of 30 minutes or more. Credit allowances shall be calculated as follows:

Interruptions of 24 Hours or Less

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 Minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Over 24 Hours Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days' credit will be allowed for any one month period.

RULES2.6 Allowance for Interruption in Service (Cont'd)2.6.2 Limitation on Allowances

No credit will be made for:

- (A) interruption due to the negligence of, or noncompliance with the provisions of this price guide by, the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
- (B) interruption due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (C) interruptions due to the failure or malfunction of non-Company equipment;
- (D) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (E) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (F) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- (G) interruption of service due to circumstances or causes beyond the control of the Company.

2.6.3 Cancellation For Service Interruption

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

RULES2.7 Use of Customer's Service by Others2.7.1 Resale and Sharing

Any service provided under this price guide may be resold to or shared with other persons at the option of the Customer, subject to compliance with any applicable laws or Kansas Corporation Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this price guide, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.7.2 Joint Use Arrangements

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

2.8 Cancellation of Service

If a Customer cancels a Service Order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined above), the Customer agrees to pay to the Company termination liability charges, as 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 above.

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

- (A) all unpaid Non-recurring charges reasonably expended by the Company to establish service to the Customer; plus
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- (C) all Recurring Charges specified in the applicable Service Order Agreement 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 cancellations; minus
- (D) a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation, less net salvage.

RULES2.9 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- (A) to any subsidiary, parent company or affiliate of the Company; or
- (B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- (C) pursuant to any financing, merger or reorganization of the Company.

2.10 Notices and Communications

- (A) The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- (B) The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- (C) All notices or other communications required to be given pursuant to this price guide 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.
- (D) The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by the following procedures for giving notice set forth herein.

RULES2.11 Operator Services Rules

(A) The Company will enforce the following operator service rules.

A provider of intrastate operator assisted communications services must:

- 1) identify itself at the time the end-user accesses its services;
- 2) upon request, quote all rates and charges for its services to the end-user accessing its system;
- 3) arrange to have posted in plain view at each telephone location which automatically accesses the operator service provider's network and where its services are made available to the public or transient end-users:
 - (a) the operator service provider's name and address;
 - (b) bill and service dispute calling information including the operator service provider's dispute resolution phone number.
 - (c) clear and specific instructions informing the end-user how to access a local exchange telephone company operator as an alternative available to the end-user; and
 - (d) notice concerning any and all amounts to be billed by the operator services provider on behalf of any host location or third party that will appear on the operator service provider's bill for services rendered.
- 4) in instances when the provider is unable to complete the call and it requires transfer to another telephone corporation that may affect the rates and charges applicable to the telephone bill, inform the caller of the transfer and its possible effect on the applicable rates and charges, before any charges are incurred; and
- 5) in the case of such transfer, the telephone corporation or provider to which the call is transferred shall identify itself and inform the caller of the transfer's effect on the applicable rates and charges, before any charges are incurred.

RULES2.11 Operator Services Rules (cont'd)

(B) The Company will comply with the following provisions:

- 1) Providers of intrastate operator assisted communications services shall not take any action or enter into any arrangement that restricts end-user selection among competing interexchange telephone corporations or end-users access to competing providers of intrastate operator assisted communications services, or pay any commissions or other compensation to any entity engaged in such action or arrangement.

2.12 Lifeline Service2.12.1 General Regulations

- (A) Lifeline is a telecommunications service assistance program designed to provide eligible residential customers with a reduction in the price of basic local exchange service. The purpose of this offering is to maintain and preserve universal service.
- (B) Eligible Lifeline subscribers receive discounts equal to Tier 1, Tier 2, and Tier 3 Federal lifeline support in addition to a discount equal to state lifeline support.
- (C) Applicants shall not be provided assistance for more than one basic residential access line in the state. An applicant for Lifeline Service may report only one address in the state as the principal place of residence.
- (D) All charges, either recurring or nonrecurring, for any service or feature other than Lifeline Service as described herein, shall be billed at the price guide rate.
- (E) Lifeline Service shall not be available on a retroactive basis.

RULES2.12 Lifeline Service (cont'd)2.12.2 Eligibility Requirement

- (A) Lifeline Service will be provided to those Applicants who provide proof of his or her participation in one of the following programs:
1. Food Stamps
 2. General Assistance
 3. Temporary Assistance to Families (TAF)
 4. Supplemental Security Income (SSI)
 5. Medicaid
 6. National School Lunch Program (free lunch program)
 7. Temporary Assistance for Needy Families (TANF)
 8. Tribal Lands only:
 - a. Bureau of Indian Affairs General Assistance Program
 - b. Tribally-administered Temporary Assistance for Families
 - c. Head Start (for those meeting its income-qualifying standard)
 9. Household income 150% of the federal poverty level
- (B) Upon verification of the applicant's criteria stated above, the Company will begin providing the appropriate reduction. Lifeline Service billing will not be implemented or continued unless telephone service arrangements are and remain within the Lifeline Service criteria specified above.
- (C) Lifeline Service customers who have met the eligibility criteria specified will remain eligible for a period of 12 months from the date of certification. Recertification is required annually or at any time the qualifying criteria change.
- (D) Lifeline Services customer will be converted to standard residential service rates once they no longer qualify for Lifeline Service. No service charge will apply to this change in service.

SERVICE AREAS

3.1 Exchange Access Service Areas

Exchange Access Service Areas (EASA) are provided below in limited geographic areas. Exchange Access Services are provided in the Southwest Bell and United Exchanges in the 913, 316, and 785 NPAs.

3.2 Calling Areas

Geographically-defined Local Calling Areas are associated with each Exchange Access Service mirror the local exchange company

EXCHANGE ACCESS SERVICE4.1 General

Exchange Access Service provides a Customer with a telephonic connection to, and a unique telephone number address on the public switched telecommunications network. Each Exchange Access Service enables users to:

- (A) receive calls from other stations on the public switched telecommunications network;
- (B) access other services offered by the Company as set forth in this price guide;
- (C) access certain interstate and international calling services provided by the Company;
- (D) access (at no additional charge) the Company's operators and business office for service related assistance;
- (E) access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- (F) access services provided by other common carriers that purchase the Company's Switched Access services as provided under the Company's Federal and State tariffs or price guide, or that maintain other types of traffic exchange arrangements with the Company.

Each Exchange Access Service is available on a "full" service basis, whereby service is delivered to a demarcation/connection block at the customer's premises.

The following Exchange Access Services are offered:

Basic Line Service

EXCHANGE ACCESS SERVICE

4.2 Basic Line Service

Basic Line Service provides a Customer with a single, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Lines are provided for connection of Customer-provided single station sets or facsimile machines to the public switched telecommunications network.

EXCHANGE ACCESS OPTIONAL FEATURES

5.1 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number¹ in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at the following rates:

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Each Additional Listing:	N/A	\$5.00

¹ For Customers with multiple premises served by the Company, the Company will arrange for a listing of the main billing telephone number at each premise.

RESOLD LOCAL EXCHANGE SERVICE

6.1 Description

Resold Local Exchange Service is composed of the resale of exchange access lines and local calling provided by other certified Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

6.2 Rates

The Following rates apply for Resold Local Exchange Services:

(Grandfathered – not available to new customers)

	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
Resold Basic Lines	\$X.XX	\$30.52

Resold features associated with resold local exchange service will be priced according to the rates established for such features in the underlying carrier’s effective intrastate price guides.

6.3 Packages

	<u>Description</u>	<u>Rate</u>
Kansas Prime Plan	Residential Line Call Waiting Call Waiting ID Caller ID Name and Number Three way Calling Last Call Return (*69) Voicemail First Month Bill credit \$10.00 150 Minutes long distance per month	\$45.95 (Grandfathered)

LOCAL CALLING SERVICE7.1 Description

Local Calling Service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network² bearing the designation of any central office exchanges, areas, and zones included in the Customer's local calling area.

7.1.1. Basic Local Exchange Service- This calling service allows the Customer unlimited access to all other stations on the public switched telephone network within the customer's Basic Local Calling Area. Calls outside the local calling scope will be charged the appropriate toll rates by the interexchange or toll provider handling the call.

7.1.2. Expanded Local Exchange Service- This calling service allows the Customer limited access to all other stations on the public switched telephone network within the Expanded Local Calling Area. All Calls to destinations outside the Expanded Local Calling Area will be charged the appropriate toll rates by the interexchange or toll service provider handling the call.

² Except calls to other telephone companies' caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's centralized switching facility.

LOCAL CALLING SERVICE

7.2 Rates

The rates set forth herein apply to all direct dialed local calls.

7.2.1. Usage Charges - Per minute charges apply for each call. Timing is in whole minute increments, with a minimum charge of one minute per call.

(A) Monthly Message Allowance

<u>Type of Service</u>	<u>Basic Calling Area</u>	<u>Extended Calling Area</u>
Basic Local Exchange Service	ICB	ICB ³
Expanded Local Exchange Service	ICB	ICB

³ Customers of Basic Local Exchange Service are billed IntraLATA rates for calls to destinations within the state and LATA but outside the Basic Local Calling Area.

LOCAL CALLING SERVICE7.3 Optional Local Calling Features

<u>Features</u>	<u>Residential</u>	<u>Business</u>
Three-Way Calling	\$5.99	\$6.97
Automatic Callback	\$5.99	\$5.99
Call Forwarding Variable	\$5.99	\$6.97
Call Forwarding, Don't Answer	\$1.99	\$0.60
Call Forwarding, Busy Line	\$1.99	\$0.60
Call Forwarding, Busy Line/No Answer	\$0.00	\$3.00
Call Waiting	\$4.17	\$4.97
Caller ID Name and Number	\$9.92	\$10.92
Caller ID Number Only	\$5.97	\$6.97
Caller ID Blocking	\$0.99	\$0.99
Multi-Ring 1	\$3.99	\$4.97
Multi-Ring 2	\$1.97	\$3.97
Repeat Dialing	\$5.99	\$5.99
Caller ID/Call Waiting (Sneak-a-Peak)	\$1.99	\$1.99
Speed Calling 8	\$4.99	\$5.97
Speed Calling 30	\$4.99	\$6.07
Non-Listed Service	\$2.20	\$2.20
Non-Published Service	\$2.20	\$2.20
Call Screening	\$5.99	\$5.99

7.4 Non-recurring charges

<u>NRC's</u>	<u>Residential</u>	<u>Business</u>
Service Change Charge	\$20.00	\$20.00
Number Change	\$35.00	\$35.00
Service Order Charge	\$35.00	\$60.00
Reconnection Charge	\$35.00	\$60.00

LOCAL CALLING SERVICE

7.5 Residential Bundled Plans

FirstTalk Basic Residential

MRC

Unlimited Local Calling	
Caller ID Name and Number	\$49.95
Touchtone	
900/976 blocking	
Intrastate long distance rate per minute	\$0.044
Interstate long distance rate per minute*	\$0.058

*Interstate rates are for continental US only

LOCAL CALLING SERVICE

7.6 Business Bundled Plans

FirstTalk Basic Commercial (12 month term)

MRC

Unlimited Local Calling	\$59.95
Caller ID Name and Number	
Call Forwarding	
Hunting (Optional)	
Touchtone	
900/976 blocking	
Intrastate long distance rate per minute	\$0.039
Interstate long distance rate per minute*	\$0.053

*Interstate rates are for continental US only

INTERLATA CALLING SERVICE

8.1 Description

IntraLATA calling service provides a Customer with the ability to originate calls from a Company-provided access line to all other stations on the public switched telephone network⁴ bearing the designation of any central office exchanges, areas, and zones outside of the Customer’s Basic Calling Area but within the same state and LATA.

8.2 Time Periods

Day, Evening and Night/Weekend rate periods are shown below. On holidays, Evening rates will apply unless a lower rate will normally apply.

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* Up to, but not including

Holidays include New Year’s Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

8.3 Rates

<u>MILEAGE</u>	<u>FIRST MINUTE</u>	<u>ADDITIONAL MINUTE</u>
0-10	\$X.XX	\$X.XX
11-16	\$X.XX	\$X.XX
17-22	\$X.XX	\$X.XX
23-30	\$X.XX	\$X.XX
31-40	\$X.XX	\$X.XX
41-55	\$X.XX	\$X.XX
56-70	\$X.XX	\$X.XX
71+	\$X.XX	\$X.XX

⁴ Except calls to other telephone companies’ caller paid information services (e.g. NPA 900, NXX 976, etc.). Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company’s centralized switching facility .

MISCELLANEOUS SERVICES9.1 Operator Services9.1.1 Description

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

9.1.2 Definitions

Person-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/and or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary 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.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Billed to Non-proprietary Calling Card: Refers to calls that are dialed by the customer in accordance with standard dialing instructions and billed to a non-proprietary calling card issued by another carrier.

MISCELLANEOUS SERVICES

9.1 Operator Services (Continued)

9.1.3 Rates

Local exchange and IntraLATA calls may be placed on an Operator Assisted basis. Usage charges for Operator Assisted Calls are the same as those set forth preceding. For Operator Assisted calls to Busy Line Verification and Interrupt, or Directory Assistance, the surcharges specified below will apply in addition to any applicable Operator charges.

In addition to the usage charges identified above, the following operator-assisted charges will apply:

<u>Per Call Charges</u>	<u>Local</u>	<u>Toll</u>
Person-to-Person (Customer Dialed)	\$X.XX	\$X.XX
Station-to-Station (Customer Dialed)	\$X.XX	\$X.XX
Operator Dialed Charge (applies in addition to other operator charges)	\$X.XX	\$X.XX
Billed to Non-Propriety Calling Card (additional surcharge)	\$X.XX	\$X.XX
Directory Assistance	\$X.XX	\$X.XX

MISCELLANEOUS SERVICES9.2 Busy Line Verify and Line Interrupt Service9.2.1 Description

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

9.2.2 Regulations

- (A) A charge will apply when:
 - 1) The operator verifies that the line is busy with a call in progress.
 - 2) The operator verifies that the line is available for incoming calls.
 - 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. Acceptable rates for BLV (Busy Line Verification Service) and BLVI (Busy Line Verification and Interrupt Service) are below.

MISCELLANEOUS SERVICES

9.2 Busy Line and Line Verification Interrupt Service (Continued)

9.2.2 Regulations (Continued)

- (B) No charge will apply:
 - 1) When the calling party advises that the call is to or from an official public emergency agency.
 - 2) Under conditions other than those specified in 11.2.2(A).
- (C) Busy Line Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- (D) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or person.

9.2.3 Rates

Busy Line Verify Service (each request)	\$X.XX
Busy Line Verify and Busy Line Interrupt Service (each request)	\$X.XX

MISCELLANEOUS SERVICES

9.3 Service Implementation

9.3.1 Description

Absent a promotional offering, service implementation charges will apply to new service orders or to orders to change existing service.

9.3.2 Rates

	<u>Non-Recurring</u>
per service order	\$X.XX

9.4 Restoration of Service

9.4.1 Description

A restoration charge applies to the re-establishment of service and facilities suspended because of non-payment of bills and is payable at the time that the re-establishment of the service and facilities suspended is arranged for. The restoration charge does not apply when, after disconnection of service, service is later re-established.

9.4.2 Rates

	<u>Non-Recurring</u>
per occasion	\$50.00

9.5 Administrative Fee

This charge is applied to First Communications accounts for the administration and facilitation of maintaining the physical assets required to provide services to our customers, which include but are not limited to service support systems, facilities management and network operations.

	<u>Recurring</u>
Residential	\$5.00
Business	\$10.00

SPECIAL ARRANGEMENTS10.1 Special Construction10.1.1 Basis For Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's price guides, charges will be based on the costs incurred by the Company.

10.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the customer.

- (A) The termination liability period is the estimated service life of the facilities provided.
- (B) The amount of the maximum termination liability is equal to the estimated amounts for:
 - 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
 - (a) equipment and materials provided or used,
 - (b) engineering, labor and supervision,
 - (c) transportation, and
 - (d) rights-of-way;
 - 2) license preparation, processing, and related fees;
 - 3) price guide preparation, processing, and related fees;
 - 4) cost of removal and restoration, where appropriate; and
 - 5) any other identifiable costs related to the specially constructed or rearranged facilities.

SPECIAL ARRANGEMENTS11.2 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this price guide. Rates quoted in response to such competitive requests may be different than those specified for such services in this price guide. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

11.3 Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce non-recurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customers. The Company will provide the Commission with written notice prior to any promotional offering.

TELECOMMUNICATIONS BILLING PRACTICES11.1 Application of Standards

The following standards are applicable to all telecommunications public utilities, telecommunications carriers and local exchange carriers as defined in K.S.A. 66-1,187 and to all entities designated as Eligible Telecommunications Carriers (ETCs) providing service through land lines, referred to herein as "provider," "telecommunications provider," "local service provider," or "long distance provider". When the customer has a written and executed contract with a provider in which the contract specifies the billing standards which are applicable to the customer, the billing standards within the contract will be utilized to resolve the customer's complaint.

11.2 Definitions

Abandonment of Service - Premises vacated without advising the telecommunications provider.

Bundled Service - Basic dial tone and other features such as Caller 10, long distance service, internet service, etc. that are offered by the provider at one price. Bundles may also be referred to as a package of services.

Customer - Any person, firm, partnership, corporation, or other entity who uses the services of a telecommunications provider.

Customer(s) of Record - The person(s), firm, partnership, corporation, or other entity responsible for payment of charges for telecommunications services. The billing name(s) on an account. Customer of Record is synonymous with subscriber.

Deniable Charge - A charge that, if not paid, may result in the termination (denial) of the customer's local exchange service (dial tone). Local service charges are deniable charges.

High Long Distance Pre Billing - The practice of billing a subscriber for long distance charges before the normal billing period ends because of significantly higher than normal or estimated long distance charges.

Itemized Service - Name of service is listed along with the rate for such service.

Listed Service - Name of service is placed on the bill excluding the rate for such service.

TELECOMMUNICATIONS BILLING PRACTICES11.2 Definitions (cont'd)

Local Service Charges - A local service provider's charge for service which allows a customer to complete calls within the local service area (dial tone), plus any local service provider charges for calling, line or directory service features (such as Caller ID, extra directory listings, touch tone service, etc. Local service charges include packages or bundles of service, offered at one price, which includes local and other services (e.g. long distance, internet services, wireless services, etc.). Local services do not include long distance, directory advertising, inside wire maintenance, etc. when purchased by the subscriber on an *a la carte* basis.

Negative Selection - Adding service to account without customer consent with the requirement that the customer must initiate request for removal of such service.

Non-deniable Charge - A charge that will not result in the termination of the subscriber's local exchange service (dial tone) for non-payment, even though the particular service for which the charge has been levied, e.g. paging, television, internet service, etc., could be terminated.

Qualified Third Party - A current subscriber of the same telecommunications provider with no suspensions or returned check charges within the last twelve (12) months.

Service Disconnection - The service provided by the telecommunications provider is terminated, the telephone number(s) will be available for other use, and a final bill is rendered.

Service Suspension - Service provided by the telecommunications provider is temporarily interrupted from placing or receiving calls.

Subscriber - Synonymous with the term "Customer of Record".

Telecommunications Service - The provision of a service for the transmission of telephone messages, or two-way video or data messages.

Telecommunications Public Utility - Any public utility, as defined in K.S.A. 66-104, and amendments thereto, which owns, controls, operates or manages any equipment, plant or generating machinery, or any part thereof, for the transmission of telephone messages, as defined in K.S.A. 66-104, and amendments thereto, or the provision of telecommunications service in or throughout any part of Kansas. Referred to herein as "provider", "telecommunications provider", "local service provider", or "long distance provider"

Waiver - Authorization by the Commission that a certain billing standard is not required to be followed by the Telecommunications provider.

TELECOMMUNICATIONS BILLING PRACTICES11.3 Billing Standards11.3.1 Billing Schedule and Contents

- A. Billing Frequency -the standard billing period is monthly from the billing date up to and including the day before next billing date. Long distance providers may deviate from this standard upon notice to subscribers, but must provide a monthly bill if a customer requests. The carrier cannot charge an increased rate or an additional fee to a customer who requests monthly billing since, under this provision, the carrier is obligated to provide monthly billing if requested.
- B. Advance Billing - monthly and non-recurring charges may be billed in advance.
- C. Content of Bill - each bill issued to a subscriber by a telecommunications provider shall indicate:
 - 1. Billing Period and Due Date.
 - 2. Itemized Services, Service Changes and Charges. Upon an initiation or change of service each service and its corresponding recurring and non-recurring charge to which the customer of record subscribes shall be accompanied by a brief, clear, plain language description. Packaged or bundled service shall be itemized on the bill by package or bundle name. A detailed listing of each service provided in the package or bundle shall be provided to the subscriber either on the bill in the next billing cycle or by separate mailing. All service changes must be included in the subscriber's bill for the next billing cycle. Service changes may be accomplished through electronic means to the subscriber if the subscriber has authorized this form of communication. Additionally, each long distance call shall be itemized and include the date, destination city and telephone number called. Details of calls included in block of time and unlimited calling plans are excluded from this itemization requirement; however, itemized call detail associated with block of time plans must be available to the subscriber upon request at no additional charge.

TELECOMMUNICATIONS BILLING PRACTICES11.3 Billing Standards (cont'd)11.3.1 Billing Schedule and Contents (cont'd)C. Content of Bill (cont'd)

3. Government Taxes, Fees and Surcharges. Any federal, state, local government and or regulatory taxes, fees and/or surcharges, shall be itemized on a subscriber's bill and shall be clearly identified. Current examples of such federal charges include: Subscriber Line Charge, Federal Universal Service Fund, Local Number Portability, and Federal Tax. Current examples of such state and local governmental charges include; city and county taxes, city franchise fee, Kansas Universal Service Fund and 911 taxes and fees.

The Subscriber Line Charge cannot exceed the rate permitted by law. Only those taxes, fees and surcharges authorized by federal, state and/or local governments may be itemized in this section of the bill. Any other fees and surcharges must be clearly distinguished in another section of the bill.

4. Total Current Charges. The total amount due (the sum of b. and c. above, along with any additional provider surcharges) for service in the current billing period.
5. Unpaid Balance Due Charges. Amount from previous billing that remains unpaid at the time the new bill is prepared.
6. Adjustments and Credits. The amount of any adjustments or credits.
7. Total Due. The total amount due.
8. Contact Information. An address and toll-free telephone number to which a subscriber or customer may inquire regarding services must be clearly placed on the bill. In addition, if the provider supplies billing for a third party long distance provider, the name of the local long distance service provider and the primary interexchange carrier must be placed on the bill.
9. Notice of Late Payment Charge. If a provider assesses late payment charges, each bill must include the amount of the late payment charge.

TELECOMMUNICATIONS BILLING PRACTICES11.3 Billing Standards (cont'd)11.3.1 Billing Schedule and Contents (cont'd)C. Content of Bill (cont'd)

10. Returned Check Charge. The returned check charge shall not be greater than that allowed by K.S.A. 60-2610, and amendments thereto.
11. Deniable and Non-Deniable Charges. Charges that are non-deniable shall be designated clearly and separately from the charges for local telephone services. See Itemized Services, Service Changes and Charges above regarding the itemization of services. Providers must clearly and conspicuously identify that non-payment of non-deniable charges will not result in the disconnection of basic local service. The charge for a bundle or package of services that contains basic local service shall be considered a deniable charge. Special charges for services such as the sale of merchandise, inside wire maintenance plans, directory advertising, etc. can also be included on the customer's bill, however, failure to pay these non-deniable special service charges shall not be justifiable cause to suspend/disconnect local service.

TELECOMMUNICATIONS BILLING PRACTICES11.3 Billing Standards (cont'd)11.3.1 Billing Schedule and Contents (cont'd)

- D. Alternative Billing Format. If approved by the subscriber, a telecommunications provider may provide a bill through alternate means (e.g., electronic billing) and/or in an alternative format. A provider may offer discounts to those subscribers that choose to use an alternate means of billing, but may not assess an additional charge to those customers that elect paper billing. Upon request, a paper copy of the subscriber's bill must be provided, unless an electronic version is available to the customer.
- E. Third-Party and Collect Call Billing. Third-party and collect calls must be billed to the third party or the subscriber accepting the collect call. Once a telecommunications provider has billed a third-party or a collect call, the originating phone number may not be charged, except in cases of fraud attributable to the subscriber at the originating number.
- F. High Long Distance Pre-Billing.
1. A telecommunications provider may utilize high long distance pre-billing only when:
 - a. Subscriber has less than one (1) year of service; or
 - b. Long distance usage is at least double the previous three (3) month average levels or the subscriber's provided estimate and above the amount of deposit held.
 2. If the telecommunications provider's collection action includes blocking (suspending) subscriber's access to the long distance network until the debt is paid or arrangements are made, the suspension/disconnection notice provisions do not apply. The subscriber may be billed for long distance blocking if there is a charge for the service(s). Such blocking can not interfere with the subscriber's local service or access to emergency numbers.

TELECOMMUNICATIONS BILLING PRACTICES11.3 Billing Standards (cont'd)11.3.1 Billing Schedule and Contents (cont'd)

- G. Refunds for Service Outages (Repair). The telecommunications provider shall make an adjustment or refund, as required below, if a subscriber's service is interrupted unless such interruption is by negligence or willful act of the subscriber. The adjustment or refund shall be a pro rata portion of the monthly local service charges and any miscellaneous equipment charges for the period of time during which the service is interrupted. An adjustment or refund is not required for the portion of time when the provider stands ready to repair and restore service but the subscriber does not provide access necessary to accomplish the repair or restoration. The adjustment or refund may be accomplished by a credit on the next subsequent bill for service. An adjustment or refund shall be made:
1. Automatically, if the service interruption lasts for more than 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount; and
 2. Upon subscriber request (written or oral), if the service interruption lasts 24 to 48 hours after being reported to the provider and the adjustment or refund exceeds \$1.00 in amount.
- H. Carrier Selection. Subscribers have the right to switch local or long distance providers without providing notice directly to the original provider. However, subscribers cannot hold service providers responsible for billing errors that result directly from a subscriber changing carriers without porting their number or otherwise notifying the previous carrier.

11.3 Billing Standards (cont'd)11.3.1 Billing Schedule and Contents (cont'd)I. Subscriber Rate Information.

1. Notification of Change. Subscriber notice must be provided any time a rate or rates are increased by a telecommunications provider. Subscribers must be notified on or before the date on which an increased rate appears on the subscriber's bill. Notice must be provided through direct mail, bill notice or bill insert and must be conspicuously placed and highlighted. Notice may be provided through electronic mail (e-mail) or text message if customer has agreed to such method of notification. Newspaper notification is only allowed if a rate increase could affect the general public. A copy of the subscriber notice shall be retained for at least six (6) months for possible Commission review. In the event that notice to the subscriber is provided after the rate increase has become effective, a subscriber shall be given 30 days, from the date the subscriber receives a bill containing the new rate, to cancel the service and receive an adjustment for the charge.
2. General Rate Information. A telecommunications provider must provide its subscribers with rate information, including the name of the service provided, at the time of subscription. The rate information provided will include the applicable flat rate fees and surcharges and information regarding the rates for taxes, fees and surcharges that vary with revenue or usage. For fees that vary with revenue, the carrier will provide reasonable estimates of the amount based on the flat fees and surcharge quote provided to the customer. For fees based on usage, the carrier will provide an estimate based on a standard usage level and inform the customer of the level of usage associated with the estimate. The provider must also specifically identify any provider imposed fees and surcharges and the rate of those fees and surcharges.

- J. Negative Selection. Subscribers must affirmatively request a change or addition to their service. A provider may not use negative selection

TELECOMMUNICATIONS BILLING PRACTICES11.4 Standards for Payment, Collection, and Reconnection Charges

- A. Payment Due Date. All bills for a provider's service are due and payable upon receipt. A bill shall be deemed delinquent if payment is not received by the provider or its authorized agent on or before the date stated on the subscriber's bill. The delinquency date specified on the bill shall be no earlier than the tenth (10th) day after the day of mailing of the bill to the subscriber.
- B. Weekend, Holiday Payment Due Date. If the last calendar day for remittance falls on a weekend, legal holiday or other day when the offices of the telecommunications public utility are not open to the general public, the final payment date shall be extended through the next business day.
- C. Partial Payment. If a subscriber in danger of suspension/disconnection makes a partial payment for purposes of avoiding suspension of local service, the payment shall be credited first to local service charges starting with the oldest arrearage.
- D. Late Payment Charge. A Commission-approved late payment fee on the unpaid balance, not previously assessed a late fee, may be added to the subscriber's bill. The provider may charge a disconnect notice fee in lieu of a late payment fee, however, the notice fee must be based upon the cost of providing such notice. A late payment fee does not apply to installment payments that are made on time.
- E. Payment Arrangements. Telecommunications public utilities may negotiate payment arrangements with subscribers. Companies may impose 900 number call restriction and/or long distance restriction as part of the payment arrangement.
- F. Delayed Billing. Upon subscriber request, companies must extend the payment period proportionately if a bill contains two (2) or more months charges; all of which have not previously been billed.

TELECOMMUNICATIONS BILLING PRACTICES11.5 Security Deposit and Credit Limit Standards

- A. Credit Information. The telecommunications provider may require the subscriber to provide proof of identity and reasonable credit information before service is made available or at such time when there is a suspicion of fraud. Only information related to the subscriber shall be reviewed. Provision of a Social Security number shall not be mandatory for service.
- B. Deposits
1. When a Carrier May Request a Deposit. A qualified telecommunications provider may require a deposit:
 - a. At the time a subscriber applies for service or with five (5) days written notice within thirty (30) days after service is initiated, to guarantee payment of bills for telecommunications service; if
 - i. The telecommunications provider establishes that the subscriber has an unsatisfactory payment or credit history, or has an insufficient prior credit history upon which a credit rating may be based; or
 - ii. The subscriber has obtained service in an unauthorized or illegal manner or interfered with the service of a telecommunications provider within the last five (5) years; or
 - b. When more than thirty (30) days have elapsed from the date service was initiated, upon five (5) days written notice, to guarantee payment of bills for telecommunications service; if
 - i. The subscriber fails to pay an undisputed bill before the payment date for three (3) consecutive billing periods and the provider has offered an opportunity for the subscriber to select a preferred payment date prior to collecting a deposit; or
 - ii. The subscriber has, in an unauthorized (illegal) manner, obtained or interfered with the service of the telecommunications provider.

TELECOMMUNICATIONS BILLING PRACTICES11.5 Security Deposit and Credit Limit Standards (cont'd)B. Deposits (cont'd)

2. Who Can Collect and Criteria. Before a provider may begin collecting a deposit prior to initiation of service, a provider must demonstrate three (3) consecutive years of providing telecommunications service and positive earnings in each of the last three (3) years. A provider may post a \$25,000 surety bond with the Commission as an alternative to the service and positive earnings requirements.
3. Amount of Deposit. The amount of the cash deposit or written guarantee shall not exceed the sum of two (2) months projected average bills, based on the subscriber's previous twelve (12) months history, if available. For purposes of establishing deposits and projecting monthly bills for new subscribers, the telecommunications provider shall consider the subscriber's own anticipated usage, the subscriber's past usage patterns or usage patterns of other similar subscribers. The amount of the deposit may be adjusted if the character or usage of the subscriber's service changes.
4. Payment of Deposit in Installments. The telecommunications provider shall permit payment for any required residential deposit in equal installments over a period of at least two (2) months. If the initial or additional deposit is over fifty dollars (\$50), a residential subscriber shall be permitted to make payment in equal installments over a period of at least four (4) months. At the option of the subscriber, a deposit based on long distance usage may be paid in more than four (4) installments, but the long distance provider may, at the subscriber's expense, restrict access to the long distance network. The long distance restriction(s) shall not interfere with the subscriber's ability to make calls to 911 or, where 911 is not available, to law enforcement, ambulance and fire protection numbers. The requirements of this rule shall not apply to providers requiring deposits from debtors as allowed under the Federal Bankruptcy Code.

TELECOMMUNICATIONS BILLING PRACTICES11.5 Security Deposit and Credit Limit Standards (cont'd)B. Deposits (cont'd)

5. Record of Deposits. A telecommunications provider shall maintain a record of all deposits from subscribers, showing the name of each subscriber, the address of the premises for which the deposit is maintained, the date and amount of deposit, the date(s) and amount(s) of interest paid and the date the deposit was refunded.
6. Receipt for Cash Deposits and Payments. When a cash security deposit or installment payment is accepted, the receipt provided by the telecommunications provider or agent shall contain the following minimum information:
 - a. Name of subscriber;
 - b. Place payment/deposit paid;
 - c. Date of payment/deposit;
 - d. Amount of payment/deposit;
 - e. Telecommunications provider's name and address;
 - f. Signature and title of the telecommunications provider's employee or agent receiving the payment/deposit;
 - g. Current annual interest rate earned on deposit as determined by the Commission in accordance with K.S.A. 12-822 and amendments thereto. Interest payments on deposits shall be credited to the subscriber's bill or refunded at least once a year; and,
 - h. Statement of the terms and conditions governing the use, retention and return of deposits, including a statement that deposits will be released upon non-delinquent payment by a subscriber for all telecommunications service for a period of twelve (12) consecutive months, and no undisputed bill was unpaid after thirty (30) days beyond due date, shall be either credited with interest to their telephone bills or, if requested, refunded.

TELECOMMUNICATIONS BILLING PRACTICES11.5 Security Deposit and Credit Limit Standards (cont'd)B. Deposits (cont'd)

7. Refunding Deposits. Upon disconnection of service and after determination of a final bill, the telecommunications provider will refund or credit the deposit less any unpaid balance no later than the next billing cycle. Whether refunded or credited, the deposit shall include accrued simple interest at a rate not less than in accordance with K.S.A. 12-822 and amendments thereto.
8. Transferring Deposits. The telecommunications provider may transfer deposits from one subscriber to another subscriber only upon the written request of both subscribers. Upon disconnection of the subscriber's service at a service address, the provider may transfer the deposit to the subscriber's new active account upon oral or written request by the subscriber.
9. Third Party Guarantee. In lieu of a security deposit, a telecommunications provider may accept a written guarantee by a qualified third party for a subscriber's service account. The amount of the written guarantee shall not be more than the deposit amount. If the subscriber's service is suspended with an arrearage owed to the provider, the forfeiture, up to the amount of the written guarantee, can be transferred to the guarantor's account and the guarantor can be disconnected for nonpayment under conditions set out above. The provider may require the guarantor to sign an agreement allowing it to transfer the amount of the required cash deposit to the guarantor's account. The provider shall not hold the guarantor liable for sums in excess of the written guarantee. The guarantor shall be under the same terms and conditions as a subscriber with a deposit.
10. Advance Payment. The telecommunications provider may require an advance payment in addition to a deposit. The advance payment shall be based on non-recurring connection charges for services and may include the first month recurring and subscriber's estimated usage sensitive charges. Advance payment may be collected prior to the installation of service and is applied as a credit to the bill reflecting the base charges following installation.

TELECOMMUNICATIONS BILLING PRACTICES11.6 Suspension/Disconnection of Service Standards11.6.1 Suspension/Disconnection Standards

- A. The telecommunications provider may suspend/disconnect, initiate toll blocking or refuse service for any of the following reasons:
1. The subscriber requests it;
 2. The service has been abandoned by the subscriber;
 3. The subscriber violates any rule of the provider, and such violation adversely affects the safety of the subscriber or other persons, or the integrity of the telecommunications system;
 4. A dangerous condition exists on the subscriber's premises;
 5. The subscriber obtains or attempts to obtain any telecommunications service through any fraudulent means with the intent to avoid payment, in whole or in part, of the normal charge for such service;
 6. The provider can reasonably show that the subscriber misrepresented his or her identity for the purpose of obtaining telecommunications service;
 7. The subscriber refuses to grant provider's personnel access, during normal working hours, to telecommunications equipment installed upon the premises of the subscriber for the purpose of inspection, maintenance or replacement;
 8. Non-payment of subscriber's bill except as outlined above;
 9. The subscriber fails to provide requested credit information prior to establishment, or within the first thirty (30) days of service; or if the subscriber fails to provide a security deposit or written guarantee, as set forth above; or,
 10. Acts of the subscriber or other customers at the service address are such as to indicate an act or intention to deceive, mislead, misrepresent, or defraud the provider, regardless of the class of service involved.

TELECOMMUNICATIONS BILLING PRACTICES11.6 Suspension/Disconnection of Service Standards (cont'd)11.6.1 Suspension/Disconnection Standards (cont'd)

- B. A telecommunications provider may not suspend or disconnect service for any of the following reasons:
1. The failure of the subscriber to pay for concurrent residential service received at a separate residence or concurrent business location service received at a separate business; however, the telecommunications provider may transfer an unpaid residential balance(s) to the subscriber's remaining residential account(s) or an unpaid business balance(s) to the subscriber's remaining business account(s).
 2. The failure of the subscriber to pay for a different class of service (business or residential) received at the same location, unless the usage of the remaining service substantially increases; however, the telecommunications provider may transfer the unpaid balance(s) to the subscriber's remaining account(s) at the same location.
 3. The failure of a subscriber to pay a bill that is in dispute; provided that the subscriber has paid the undisputed portion of the bill.
 4. The failure of a subscriber to pay an unpaid balance that is no longer collectible under state or federal law, except that:
 - a. If the relevant statute of limitations has run, a telecommunications provider may suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has pursued recovery of the debt through the court system.
 - b. If the relevant statute of limitations has run, a telecommunications provider may, for a period of three (3) years after the expiration of the statute of limitations, suspend, disconnect or deny new service to any applicant due to an outstanding arrearage with that particular telecommunications provider for prior service if the telecommunications provider has made reasonable, verifiable, documented collection efforts during the running of the statute of limitations.

TELECOMMUNICATIONS BILLING PRACTICES

11.6 Suspension/Disconnection of Service Standards (cont'd)

11.6.1 Suspension/Disconnection Standards (cont'd)

B. (cont'd)

5. The failure of a subscriber to pay for non-deniable charges.
6. A subscriber files for bankruptcy, except as permitted under the United States Bankruptcy Code, 11 U.S.C.A. §366.

11.6.2 Restrictions to Suspending/Disconnecting Service

Except for suspension/disconnection as described above, a local service provider shall not suspend/disconnect local service unless:

- A. At the time of the proposed suspension/disconnection, the provider's office or personnel identified in the notices given above remain available to the subscriber for one hour after the suspension/disconnection and on the day following suspension/disconnection so that the subscriber may prevent suspension/disconnection or obtain reconnection, and
- B. The procedures required by Restoration of Services are followed.

TELECOMMUNICATIONS BILLING PRACTICES11.6 Suspension/Disconnection of Service Standards (cont'd)11.6.3 Suspension/Disconnection in Special Circumstances

- A. Service may not be suspended/disconnected if a residential subscriber notifies the local service provider and establishes that:
 - 1. Suspension/disconnection would be especially dangerous to the safety or health of the subscriber, resident member of the subscriber's family or other permanent resident of the premises where service is rendered, and
 - 2. Such subscriber is unable to pay for such service in accordance with the requirements of the provider's billing or is able to pay for such service only in installments. The provider shall either allow payment in reasonable installments or postpone suspension/disconnection of service for at least twenty-one (21) days so that the subscriber may make arrangements for reasonable installment payments.
- B. In determining whether suspension/disconnection would be especially dangerous to health, consideration shall be given to the subscriber's (or other resident's) medical condition, age or disability, The provider may require the subscriber to provide medical provider's written certification of medical condition.
- C. The provider may restrict access to the long distance network during the period of postponement or installment payments under the conditions set out in Payment Arrangements, above.

TELECOMMUNICATIONS BILLING PRACTICES11.6 Suspension/Disconnection of Service Standards (cont'd)11.6.4 Notice of Suspension/Disconnection of Service

- A. Time Requirement. The telecommunications provider shall give the subscriber seven (7) calendar days written notice from the date the suspension/disconnection notice is deposited in the U.S. mail before suspending/disconnecting service. Suspension/disconnection may be immediate if it is at subscriber request or abandonment, involves a dangerous condition, adversely affects the safety of the subscribers or other persons, or involves unauthorized interference with or fraudulent use of services.
- B. Delivery of Notice. Service suspension/ disconnection notices shall be mailed separately from bills, information or advertising, and shall be sent to the customer of record. Service of notice by mail is complete after being deposited by the carrier in the U.S. mail. The telecommunications provider shall maintain an accurate record of the date of mailing and the suspension/disconnection effective dates.
- C. Notice Information Requirements. The suspension/disconnection notice shall contain the following information:
1. The name, billing address and account number(s) of the subscriber being suspended.
 2. A clear and concise statement of the reason for the proposed suspension/ disconnection of service and terms under which suspension/disconnection may be avoided.
 3. The date and time by which payment is required to avoid suspension/ disconnection.
 4. A clear and concise explanation of the charges and conditions for reconnection of service.
 5. A statement that suspension/disconnection may be postponed or avoided if the subscriber makes payment arrangements with the provider for moneys not in dispute.

TELECOMMUNICATIONS BILLING PRACTICES11.6 Suspension/Disconnection of Service Standards (cont'd)11.6.4 Notice of Suspension/Disconnection of Service

C. (cont'd)

6. A clear concise statement to apprise the subscriber of the availability of an administrative procedure that may be utilized in the event of a bona fide dispute or under other circumstances. The address, telephone number and name of provider's office or personnel empowered to review disputed bills, rectify errors and prevent suspension/disconnection, shall be clearly set forth. The notice shall state that the subscriber may talk with an employee of the provider and may present his or her reasons for disputing a bill, requesting payment arrangements or requesting a postponement of suspension/disconnection. The notice shall also contain the telephone number of the Commission's Consumer Protection Office.

11.6.5 Restoration of Service

- A. Upon the subscriber's request, a telecommunications provider shall promptly restore service when:
 1. the cause of suspension of service has been eliminated; or
 2. satisfactory payment arrangements have been made.
- B. At all times, every reasonable effort shall be made to restore service on the same day the cause of the suspension has been remedied, and in any event, restoration shall be ordered no later than the next business day after the day the subscriber requests restoration of service.

TELECOMMUNICATIONS BILLING PRACTICES11.6 Suspension/Disconnection of Service Standards (cont'd)11.6.6 Disputes

- A. Notice/Time Frame. A subscriber must advise the telecommunications provider, within ninety (90) days of the billing date and prior to the date of the proposed suspension/disconnection of service that all or any part of any bill is in dispute. A subscriber may advise a provider that a bill is in dispute in any reasonable manner such as by written notice, in person or by a telephone call directed to the appropriate provider's personnel.
- B. Provider Responsibilities. Upon receiving notice of the dispute, the company shall:
1. Immediately record the date, time and place the complaint is made.
 2. Postpone suspension/disconnection until a full investigation is completed and the dispute is found to be invalid.
 3. Investigate the dispute promptly and completely.
 4. Attempt to resolve the dispute informally in a manner mutually satisfactory to both parties.
- C. Non-resolved Dispute. In the event a dispute is not resolved to the satisfaction of the subscriber after full investigation, and the telecommunications provider intends to proceed with suspension/disconnection, the provider shall advise the subscriber of formal and informal procedures available before the Corporation Commission of the State of Kansas. The provider may then suspend/disconnect service once proper notice of suspension/disconnection has been provided to the subscriber.
- (D) Directory Notice. White Page Directory listings shall contain a conspicuous notice stating that subscribers who are unable to obtain a satisfactory resolution of a dispute with a telecommunications provider may contact the Corporation Commission of the State of Kansas at 1-800-662-0027 for information as to possible further remedies.

11.7 Waiver of Requirements

The requirements contained in these standards may be waived on an individual case basis by the Commission upon application by the telecommunications provider and a showing that a waiver is in the public interest. In making this determination, the Commission's considerations will include the interests of the applicant telecommunications provider, the interests of the affected consumer(s), and the interests of the public.