

2. RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 GENERAL

- A. The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under the terms of this tariff.
- B. The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

2.1.2 MINIMUM SERVICE PERIOD

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

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2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.3 LIMITATIONS

- A. Service is offered subject to the availability of facilities and provision of this tariff. The Company's obligation to furnish facilities and service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities from the underlying carrier, if an underlying carrier is involved.
- B. The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's property, service or economic conditions.
- C. The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.
- D. The Company reserves the right to discontinue furnishing service (or limit the use of service) when: necessitated by conditions beyond its control, or when the customer is using service in violation of the law or the provisions of this tariff.
- E. All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- F. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- G. Services provided under this Tariff are not offered for resale or rebilling.

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2.1 UNDERTAKING OF THE COMPANY (Cont'd)

2.1.4 LIABILITY

A. General

The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. In no event will the Company be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.

B. Terms and Conditions

1. The Company shall not be liable for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government or by any other cause beyond the Company's control.
2. The Company shall not be liable for and shall be fully indemnified and held harmless by the customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
 - (a) Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled or used by the Company under this tariff;
 - (b) Connecting, combining, or adapting the Company's facilities with the customer's apparatus or systems;
 - (c) Any act of omission by the customer; or
 - (d) Any personal injury or death of any person or for any loss of or damage to a customer's premises or any other property, whether owned by the customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.

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2.1 UNDERTAKING OF THE COMPANY

2.1.4 LIABILITY

B. Terms and Conditions (Cont'd.)

3. No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
4. The Company makes no warranty regarding the provision of service pursuant to this Tariff, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. The Company shall not be liable for any claim, loss or refund as a result of loss or theft of authorization codes or personal account codes issued for use with the Company's services.

2. RULES AND REGULATIONS

2.2 INTERRUPTION OR DISCONNECTION OF SERVICE

2.2.1 CREDIT ALLOWANCE

- A. Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.1.4 herein.

It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control; or by any equipment or facilities furnished by the customer and connected to the Company's facilities.

- B. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- C. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours after the subscriber notifies the Company.
- D. The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/720 \times C$$

"A" - outage time in hours

"720" - total hours in month

"C" - total monthly charge for affected facility

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2.2 INTERRUPTION OR DISCONNECTION OF SERVICE (Cont'd)

2.2.2 DISCONNECTION OF SERVICE

- A. The Company, upon five (5) working days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:
1. Non-payment of any sum due to the Company for regulated service for more than thirty (30) days beyond the date of rendition of the bill for such service.
 2. A violation of any regulation governing the service under this tariff.
 3. A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
 4. The Company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.
 5. Service may be disconnected without notice for tampering with Company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.3 DISPUTED AMOUNTS

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.4 DEPOSITS

The Company does not require a deposit from the customer.

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2.5 ADVANCE PAYMENTS

For customers from whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.6 TAXES

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed on customer bills as separate line items and are not included in the quoted rates.

2.7 LATE PAYMENT

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty (30) days old.

2.8 RETURNED CHECKS

A returned check charge of \$25.00 will be assessed for checks returned for insufficient funds.

2.9 RESTORATION OF SERVICE

A reconnection fee of \$25.00 per occurrence applies when service is re-established for a customer whose service has been disconnected for non-payment.