

CENTURYLINK GUIDEBOOK

GENERAL REGULATIONS

A. APPLICATION OF REGULATIONS

1. The following General Regulations are applicable in addition to the General Terms and Conditions: Local Terms of Service for Residential Customers, other regulations, and rates and charges specified in other sections of this guidebook as they may be revised, added to or supplemented by superseding sheets.
2. The regulations set forth herein apply to intrastate services and facilities furnished within the State of Indiana by United Telephone Company of Indiana, Inc., hereinafter referred to as the Company, subject to the jurisdiction of the Public Service Commission of Indiana, hereinafter referred to as the Commission, as applicable.
3. Telephone companies are authorized to serve in well defined exchange areas as indicated on the territorial maps attached to the Certificates of Territorial Authority (CTA) for each exchange area as issued by the Commission.
4. When services and facilities are provided in part by other companies, these regulations apply only to that portion the Company provides.
5. The Company does not transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions and at the rates specified throughout this guide.

B. ESTABLISHMENT AND FURNISHING OF SERVICES

1. Applications
 1. Applications for initial or additional services may be made verbally or in writing.
 2. The Company may refuse service to any applicant who is indebted to the Company for service previously rendered until satisfactory arrangements have been made for payment of such indebtedness.
2. Advance Payments
 1. At the time of application for service, an applicant may be required to pay an amount equal to at least one month's rental plus all service and installation charges in addition to such special construction charges as are to be borne by the applicant.
 2. Federal, State or Municipal Governmental Agencies may not be required to make advance payments.
3. Deposits
 1. The Company may require deposits in accordance with Rule 170 IAC 7-1.3.
 2. Interest will be paid on each deposit held by the Company in accordance with Rule 170 IAC 7-1.3.

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B. ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

4. Provision of Facilities

1. All facilities necessary for the provision of a given service will be furnished and owned by the Company, except as may be provided elsewhere in this guide, and, upon termination of service, all Company-owned facilities shall be returned to the Company in good condition, reasonable wear and tear expected.

1.1 The customer may be required to provide suitable housing or other protective measures where facilities are to be installed in locations exposed to weather or other hazards. The Company is not required to install its facilities where in its judgment the facilities may be subject to damage or destruction.

1.2 The Company reserves the right to install the size and type of facilities which in its judgment, are necessary for the customer's present and estimated requirements.

2. One Company-provided line testing device may be connected to the line at the discretion of the Company.

3. Customer-provided terminal equipment may be used and customer-provided communications systems may be connected with the facilities furnished by the Company for telecommunications services as provided in Section 2.

4. Except as otherwise provided in this guide, nothing herein shall be construed to permit the use of a recording device, or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

5. Customer Billing

1. The minimum contract period is one month from the date of service or additions to service and the minimum charge is the established rate for one month.

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B. ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

5. Customer Billing (Continued)

2. The customer is responsible for all charges in conjunction with the service furnished him, including collect toll messages which have been accepted at his telephone.
 - 2.1 Failure to receive a bill does not relieve the customer of the responsibility for payment. If payment is received after the bill becomes delinquent, a collection charge shall apply.
 - 2.2 The Company may temporarily disconnect service in accordance with Rule 170 IAC 7-1.3. Such disconnection shall not be made until at least seven (7) days from the postmark date of the written notification to the customer of the intention to suspend service. If the account remains unpaid five (5) days after disconnection, the Company may remove the lines.
 - 2.3 The Company reserves the right to remove the telephone service of a delinquent account without the benefit of temporary disconnection, but not without benefit of proper notice, when previous treatment history indicates recurring disconnections for non-payments.
3. The customer may, at no additional charge request a summarized bill in lieu of the standard detailed bill provided by the Company. The summarized bill will still contain all pertinent account and contact information. Customer maintains the option to change their monthly bill presentation from the summary version to the detailed version by contacting a Company representative.

6. Use of Service

1. Customer's telephone service, equipment and facilities are furnished only for communications by the customer, his family, or representatives, or persons residing in the customer's household. The use of the service may not be resold or otherwise used for transmitting, delivering or collecting charges for any message where any toll or other consideration has been or is to be paid to any party other than the Company except as provided in this guide or otherwise authorized by the Company in writing.
2. The Company reserves the right to refuse to install customer's service where the location of the instrument is such that the public in general or patrons of the customer may make use of the service.
3. All operating of telephone equipment at the customer's premises must be performed at the expense of the customer and must conform with the rules and regulations which the Company may adopt to maintain a proper standard of service.
4. The Company reserves the right to limit the length of the conversation or message and to discontinue the connection when an emergency exists or when in the Company's judgment such action is necessary to assure equitable use of the facilities.

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GENERAL REGULATIONS

B. ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

6. Use of Service (Continued)

5. The Company shall determine residence classification of a customer's service based on the location and character of use of the service.

5.1 Residence rates apply whenever the use of the service is of a social and domestic nature provided the service is not also used substantially for occupational purposes.

The use of the service is presumed to be of a social and domestic nature and residence rates apply to the following examples:

- a. When the service is located in a house, mobile home, apartment, suite, room or other building constituting the home of a person under whose name the telephone is listed and the telephone is not available for use by others other than members of the same household.
- b. Where telephones are located in stables and garages when strictly a part of the customers domestic establishment.
- c. Service for which the residence listing carries the designation of a profession, where the person subscribers also to business service or is affiliated with a business subscriber at the same or different location. In such cases, a listing indicating the subscriber's profession, i.e., M.D., D.V.M., etc., may be used but only in connection with an individual name.
- d. Where a telephone is located at any point in a church where only occasionally used and where the business use, if any, is incidental and where there is no full time paid or volunteer clerical staff. The listing may be in the name of the church.
- e. Where located in the residential quarters of a religious order and the use is of social or domestic nature.

7. Concession Rates

1. The same rules and regulations are applicable to employees and retirees of the Company as are applicable to the general public. Certain telephone services will be furnished to Company employees and Company retirees at reduced rates as authorized by Company practices and procedures.

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GENERAL REGULATIONS

B. ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

8. Abuse or Fraudulent Use of Service

1. Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service.
2. Abuse or fraudulent use includes:
 - 2.1 The use of service or facilities of the Company to transmit messages or to locate a person or otherwise give or obtain information without payment of the applicable charge.
 - 2.2 The obtaining or attempting to obtain or assisting another to obtain service by rearranging, tampering with or make connection with any facilities of the Company, or by trick, scheme, false representation or false credit device, or by or through any other fraudulent means or device whatsoever with intent to avoid payment, in whole or in part of the regular charge for service.
 - 2.3 The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another.
 - 2.4 The use of profane or obscene language.
 - 2.5 The use of the service in such a manner as to interfere unreasonably with the use of service by one or more other customers.

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GENERAL REGULATIONS

B. ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

9. Termination of Service

1. The Company may refuse to furnish or may terminate service and remove its facilities without request by the customer of the service and without prior notice under the following circumstances.
 - 1.1 Upon order made in writing by or on behalf of any court, the Commission or other authorized public authority, acting within its jurisdiction, on the grounds that such service is or is to be used for an illegal purpose.
 - 1.2 In extraordinary circumstances where unlimited access to the toll network may result in substantial loss of revenue to the Company. In such cases, reasonable efforts should be undertaken to discuss such circumstances with the customer prior to disconnection.
2. In all other instances, the Company may terminate service subject to the other provisions of this guide upon providing the customer with proper notice. Examples are:
 - 2.1 Upon failure to make suitable deposit as required.
 - 2.2 In the event the character of use is not in accordance with the class of service for which the customer originally ordered and he refuses to order or accept the proper service.
 - 2.3 Violation of Part 68 of the F.C.C. Rules and Regulations pertaining to connection of F.C.C. registered terminal equipment. Such violation may cause a temporary discontinuance of service.

10. Telephone Numbers

1. The customer has no property right to the telephone number nor any right to continuance of service through any particular central office.
2. The Company reserves the right to change the customer's telephone number or the central office associated with such number, or both, as may be required for the proper conduct of its business.

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GENERAL REGULATIONS

B. ESTABLISHMENT AND FURNISHING OF SERVICES (Continued)

11. Directories

1. The Company issues directories to assist in furnishing prompt and efficient service to its customers. The Company does not guarantee to its customers or others the accuracy of any listing therein for errors or omissions that may occur from time to time.
2. The Company will furnish to its customers, without charge, one (1) copy of that customer's exchange directory for each access line and, upon request, additional copies of that directory not to exceed the total number of stations. Additional or foreign directories shall be provided by the Company at a reasonable fee, when available.
3. Directories regularly furnished to customers shall remain the property of the Company.

12. "Grandfather" Clause

1. A "grandfather" clause describes a situation in which a customer is served out-of-exchange with the agreement of both companies concerned, or the Company when only Company exchanges are involved, that the service in that location will revert to the proper exchange once that customer moves, is deceased, the account name changes, or the telephone is removed for any reason.
2. Customers with service under the "grandfather" clause may not choose to upgrade their service with the out-of-exchange company; if upgraded service is desired by the customer he must subscribe to the proper exchange service.
3. The creation of new "grandfather" arrangements is not permitted through the installation of new services. Customers under the "grandfather" clause applying for service from the proper exchange must relinquish the "grandfathered" service prior to the installation of the proper exchange service. This ruling applies to the grandfathered service regardless of when it was established.

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GENERAL REGULATIONS

C. OBLIGATION OF TELEPHONE COMPANY

1. Furnishing of Service

1. The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain, and maintain without unreasonable expense, suitable facilities and rights, and to provide for the installation and testing of those facilities required incident to the furnishing and maintenance of that service.
2. The Company will determine the type of facilities to be provided for the furnishing of a service.
3. When facilities beyond those normally required are provided to satisfy customer requests, charges based on the additional costs incurred will apply. Examples include but are not limited to:
 - When the Company has no other requirement for the facilities requested.
 - When the Company provides service using a type of facility, or via a route, other than that which the Company would normally utilize in order to provide services for the customer.
 - When it is requested that construction be expedited resulting in added cost to the Company.
 - When the Company provides facilities which involve excessive or unreasonable costs (encountering natural or other barriers such as, but not limited to, lakes, rivers, rocky terrain, gas and oil fields, limited highways, bridges, dams or concrete/asphalt).
- 3.1 Generally, such charges are payable in advance. When at the option of the Company, the payment is deferred, a deposit may be required before construction of facilities begins.
4. When attachments are made to poles of other utility companies in place of new construction for which the customer(s) would be charged under the provisions of this guide, the rental charges to the Company of such attachments and the expense of obtaining the use of such poles may be charged to the customer(s) upon demand by the Company. The decision as to whether poles of other utility companies are suitable for the attachment of the Company's facilities rests with the Company.
5. Measurements for the application of construction charges shall follow the route of the pole line or cable.
6. The customer does not obtain any rights of ownership in facilities provided by the Company, whether or not construction charges are applied. No portion of the expense assessed against the customer shall be refundable by the Company.
7. The customer is required to pay construction charges, monthly charges or non-recurring charges as made by another company providing facilities connecting with the facilities of the Company.

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GENERAL REGULATIONS

C. OBLIGATION OF TELEPHONE COMPANY (Continued)

1. Furnishing of Service (Continued)

8. Under certain conditions, and if in the judgment of the Company such action is necessary, an initial contract may be required whenever it is necessary to extend facilities which require assessment of a deposit or construction charges against the customer(s) in order to provide service.

9. Extension of facilities on public right-of-ways and within the Company's certificated area will be made without construction charges to the customer for standard exchange service except where the installation is for temporary or semi-permanent purpose or where the facilities could not be used for general telephone purposes if service was to be discontinued by the customer.

10. Temporary, Semi-permanent or Special Application Facilities

10.1 Construction charges are applicable to facilities constructed in advance of construction of permanent facilities and removed upon completion of permanent facilities, and to

10.2 Facilities which will probably be used only for short term, or

10.3 To which there is no immediate prospect of reuse in place for another applicant.

a. Where the Company constructs temporary, semi-permanent or special application facilities, the applicant shall be required to pay the expense incurred by the Company for such construction, plus estimated cost of removal of such facilities less estimate salvage value of material recovered upon removal of such facilities.

11 Provided the type of facilities and method of installation are the type normally used by the Company to provide the requested service, construction charges for facilities to be located on private rights-of-way in order to satisfy a customer's request for standard local exchange service shall not apply to the following:

The first two-tenths of a mile for residential service.

11.1 If a customer requests a type of facility or method of installation that differs from that normally used, the Company shall charge the customer the difference in cost between the two types of construction.

11.2 If for any other reason the construction costs are excessive as compared with the revenue to be derived, construction charges based on cost will apply. The construction charge will be the differential of cost between the two types of construction.

11.3 Provision of any facilities beyond the first two-tenths of a mile for residential service shall be charged to the customer at cost.

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GENERAL REGULATIONS

C. OBLIGATION OF TELEPHONE COMPANY (Continued)

1. Furnishing of Service (Continued)

11 (Continued)

- 11.4 The customer(s) shall be responsible for providing the necessary private right-of-way for construction where the right of eminent domain does not exist, including clearing of such right-of-way or reimbursing the Company for doing so.
- 11.5 The customer will provide the Company without charge written permission for the placing of the Company's facilities on their property.
- 11.6 When feasible conduit will be furnished by the Company at cost, or conduit may be provided by the applicant subject to the Company's specifications. Conduit used for telephone company facilities may not be used for any other purpose without the consent of the Company. The distance between the conduit and any Electric Light or Power Conduit or Conductor shall be in accordance with Company's specifications. The customer shall be required to pay the entire cost of maintenance of conduit including subsequent excavations and replacements necessary because of damage resulting from negligence on the part of the customer or his representatives or from freezing or improper drainage.
- 11.7 The cost of relocating underground entrance facilities at the customer's request will be borne by such customer.

12 Customer Premises Wiring

12.1 General

- a. Customer premises wire provided by the customer must be installed in accordance with the technical standards and installation guidelines furnished by the Company.
- b. Customer premises wire provided by the customer may be connected to residence basic exchange service furnished by the Company either at the network interface or at any standard jack located elsewhere on the premises.
- c. The "network interface or demarcation point," hereinafter referred to as a "network interface device," shall be defined as a device which readily permits the disconnection of all premises wiring from the Company network and provides access to the Company network through an industry registered jack of a type provided for in F.C.C. regulation Part 68, for testing purposes, and is provided as part of the exchange access line on all new installations and Company-initiated replacement programs.

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GENERAL REGULATIONS

C. OBLIGATION OF TELEPHONE COMPANY (Continued)

1. Furnishing of Service (Continued)

12. Customer Premises Wiring (Continued)

12.1 General (Continued)

c. (Continued)

- (1) All wiring on the customer's premises that is connected to the telephone network shall connect to the Company network through the network interface device located elsewhere in the premises.
- (2) Responsibility for the protector (and its associated grounding) on the network side of the demarcation point rests with the Company, though the customer is responsible for consequences resulting from erroneous wiring procedure conducted under his or her direction.
- (3) The network interface device will be located on the customer's premises at a location determined by the Company which is readily accessible by the Company and the customer. The location of the network interface device shall be in close proximity to the Company point of entry. If the customer requests an alternative location from that determined by the Company, and there are additional costs to the Company to accommodate the customer's request, an appropriate charge will apply.

- d. Applicable Service Charges apply where the customer desires the installation of a network interface device, except as otherwise specified in Section 3.

13. Customer Premises Wiring

13.2 Responsibility of the Customer

- a. In the event the customer maintains or attempts to maintain premises wire, the customer assumes the risk of loss of service, damage to property, death, or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.

13.3 Responsibility of the Company

- a. The Company will make technical standards and installation guidelines for customer provision of premises wiring available to customers at designated locations.
- b. The Company will maintain the network interface device.

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GENERAL REGULATIONS

C. OBLIGATION OF TELEPHONE COMPANY (Continued)

1. Furnishing of Service (Continued)

13. Customer Premises Wiring (Continued)

13.4 Violation of Regulations

- a. Where customer-owned premises wiring is in violation, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.
- b. The customer shall discontinue use of the customer-owned premises wiring or correct the violation and notify the Company in writing that the violation has been corrected within 10 days after receipt of such notice.
- c. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this guide.

2. Maintenance and Repair

1. In case of damage, loss (including theft) or destruction of any of the Company's facilities not due either to ordinary wear and tear or to fire, storm or other like casualty, the customer shall be responsible for the value of the facilities lost or destroyed, or for the cost of restoring the facilities to their original condition, as the case may be.
2. Access to customer's premises will be given to representatives of the Company at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

3. Allowance for Interruptions

1. In the event of an interruption to the service not due to the negligence or willful act of the customer, an allowance will be made for the interruption in accordance with Rule 170 IAC 7-1.2-13.

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D. UNIVERSAL SERVICE FEE

1. Description

Pursuant to the requirements of the Final Order in Cause No. 42144, all customer billings on and after October 2007 shall reflect an additional charge to fund the Indiana Universal Service Fund (IUSF). The purpose of the IUSF is to implement a competitively neutral funding mechanism that promotes universal telecommunication service to all Indiana residents by ensuring availability of basic telecommunications services at just, reasonable, and affordable rates that are reasonably comparable between urban and rural areas of Indiana. With regard to the Indiana Universal Service Fee, the Company concurs with the terms, rates and conditions set forth in the Indiana Utility Regulatory Commission Tariff I.U.R.C. No. T-7.

2. Conditions

1. The surcharge will apply to net revenues for intrastate retail telecommunications services.
2. The surcharge is subject to change pursuant to the procedure set forth in the Final Order in Cause No. 42144.