

TENNESSEE GUIDEBOOK

2. GENERAL REGULATIONS

2.1 APPLICATION

The regulations are applicable to all communication services offered by United Telephone Southeast LLC, referred to as the Company, under the Guidebook. Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings in various Sections of this Guidebook.

2.2 LIMITATIONS AND USE OF SERVICE

2.2.1 USE OF CUSTOMER'S SERVICE

- a. Telephone facilities are furnished for the use of the customer or members of the customer's domestic establishment, or to persons temporarily subleasing a customer's residential premises.
- b. Except as otherwise provided in this Guidebook, service furnished by the Company is intended only for communications in which the customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm, or corporation for such use, or in the collection, transmission or delivery of any communication for others.
- c. Since the customer has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and due to unavoidable errors related to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions, and limitations specified.

2.2.2 ESTABLISHMENT OF IDENTITY

- a. The calling party shall establish his identity in the course of any communications as often as may be necessary.
- b. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

2.2.3 UNAUTHORIZED ATTACHMENTS OR CONNECTIONS

No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Guidebook. In case such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachments or connection; or to terminate the service.

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2. GENERAL REGULATIONS

2.2 LIMITATIONS AND USE OF SERVICE (Cont'd)

2.2.4 MISCELLANEOUS DEVICES PROVIDED BY THE CUSTOMER

- a. The provisions of 2.2.3 preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company in the service for which they are furnished under this Guidebook provided any such device so used would not endanger the safety of Company employees or the public. Such devices should also not damage, require change in or alteration of, or involve direct electrical connection to, the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telephone system or otherwise injure the public in its use of the Company's services.
- b. Devices provided by the customer to obtain quietness or privacy may be used provided any such device does not involve direct electrical connection to the equipment of the Company or any change in or alteration of such equipment, or interfere with its proper functioning, or damage it in any way.
- c. Except as otherwise provided in this Guidebook, nothing 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.

2.2.5 BROADCAST OF RECORDINGS OF TELEPHONE CONVERSATIONS

The provisions of 2.2.3 preceding shall not apply to the broadcasting of a recording of a telephone conversation during the period of recording provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with customer-provided voice recording equipment as specified in this Guidebook.

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2. GENERAL REGULATIONS

2.2 LIMITATIONS AND USE OF SERVICE (Cont'd)

2.2.6 LIMITED COMMUNICATION

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

2.2.7 TRANSMITTING MESSAGES

The Company will not transmit messages, but offers the use of its facilities when available and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

2.2.8 UNLAWFUL USE OF THE SERVICE

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

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2. GENERAL REGULATIONS

2.2 LIMITATIONS AND USE OF SERVICE (Cont'd)

2.2.9 CANCELLATION OF SERVICE FOR CAUSE

a. The Company may, without notice, either suspend service or terminate the customer's contract without suspension of service or, following a suspension of service, disconnect the service, and remove any of its equipment from the customer's premises upon:

- (1) Abandonment of the service.
- (2) Impersonation of another with fraudulent intent.
- (3) Use of the service in such a way as to impair or interfere with the service of other customers; such improper use includes, but is not limited to, the use of telephone service by a customer or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such customer at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
- (4) Abuse or fraudulent use of service; such abuse or fraudulent use includes:
  - (a) the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for the service;
  - (b) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part of the regular charge for such service;
  - (c) 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;
  - (d) the use of profane or obscene language.
  - (e) the use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.
- (5) Any other violation of the Company's regulations.

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2. GENERAL REGULATIONS

2.2 LIMITATIONS AND USE OF SERVICE (Cont'd)

2.2.9 CANCELLATION OF SERVICE FOR CAUSE (Cont'd)

- b. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
- c. The Company may, after five days' notice, either suspend service or terminate the customer's contract without suspension of service or, following a suspension of service, disconnect the service, and remove any of its equipment from the customer's premises upon:
  - (1) Failure of a customer to make a suitable deposit as required by this Guidebook.
  - (2) Non-payment of any sum due for exchange, long distance or other services, except for "900" services.

2.3 ESTABLISHMENT AND FURNISHING OF SERVICE

2.3.1 AVAILABILITY OF FACILITIES

- a. The Telephone 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.
- b. Unless otherwise designated, all services included in this Guidebook are available for new or additional installations only as long as the equipment required to provide such service is immediately available from existing Telephone Company stock. Equipment required to provide services will not be purchased by the Telephone Company.
- c. Equipment and services offered on a limited availability basis are furnished subject to all the rules and regulations of the Guidebook.
- d. The rates and charges provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- e. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations set forth in Section 5, "Charges Applicable Under Special Conditions," except as otherwise specified.

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### 2. GENERAL REGULATIONS

#### 2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

##### 2.3.2 FLAT AND MESSAGE RATE SERVICE

When both flat and message rate service are offered in an exchange, an applicant may, at his option, select either type of service. A combination of both flat and message rate service will not be furnished on the same premises to the same customer, or in the same room to the same customer or to a group of different customers, except that the following does not apply:

##### 2.3.3 APPLICATION FOR SERVICE

- a. Any applicant for service may be required to sign an application form requesting the Company furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- b. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant who is a member of the same household desiring to establish service for former customers of the Company who are indebted for previous service regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- c. If telephone service is established and it is subsequently determined that either condition in b. above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- d. When application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the service involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received, including the disposition of material or equipment that cannot be used for another customer and the removal of that material or equipment after notice of cancellation by the customer.
- e. When equipment has been ordered for the specific needs of a customer and the installation thereof is unduly delayed by or at the request of the customer, appropriate charges apply for such equipment for the period of the delay.
- f. When a customer requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of facilities been specified initially.

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2. GENERAL REGULATIONS

2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2.3.4 APPLICATION OF RATES

- a. Service is classified and charged at residence rates where the directory listing does not indicate business use and where the telephone service is furnished at a location used primarily as a residence or place of dwelling.
- b. Individuals practicing a profession or operating a business and having no office other than their residence may choose either business service or residence service depending upon the type of directory listing requested.
- c. Residence services are not installed on premises of a public semi-public character in a location where the service would be accessible for use by the patrons of the customer or by the public in general.
- d. Residence service may not be a part of a hunting sequence that contains business lines.
- e. The number of residential lines terminating at a household will be limited to five.

Lines requested in excess of five (5) shall be presumed to be used for business purposes, except; residential customers claiming to require more than five (5) lines for residential purposes, where no business listing is requested, can receive an additional five (5) lines at residential rates by signing a declaration to that effect, which will be kept on file by the telephone company.

- f. Changes from business service to residence service are made only in the event of a change in the customer's arrangements which would entitle him to a residence classification of his service, as shown in "a." or "b." above.
- g. The business telephone number may be continued for the residence service only if all the facts indicate that the service can no longer be classified as "Business Service" as indicated in "b." above. Service connection charges, which apply for these changes, are shown in Section 4 of this Guidebook.
- h. Customers who wish to reduce the chance of a change in their local exchange carrier, intraLATA and/or interLATA toll service provider(s) without their express written or verbal consent may request, at no charge, to have their preferred carrier selection frozen to their carrier of choice. Preferred Carrier Freezes shall be implemented or removed by one of the following methods:
  - 1) Verbally with a call between the customer and the Company; or
  - 2) Verbally with a three-way conference call between the Company, the customer, and the preferred carrier.

At the time a customer makes a request to the company to place a freeze on their account, the Company will send the customer a confirmation letter. The Company does not guarantee that by placing a freeze on the customer's account that the preferred carrier cannot be changed without the customer's consent. The Company shall not be liable for any damages that may occur if the preferred carrier is changed without the customer's consent.

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2. GENERAL REGULATIONS

2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2.3.5 TRANSFER OF SERVICE BETWEEN CUSTOMERS

- a. Service previously furnished one customer may be assumed by a new customer upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two ways:
  - (1) If the new customer, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder. Future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
  - (2) If the new customer does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.
- b. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former customer has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new customers, and when, in the judgement of the Company, a change in the telephone number is not required.
- c. When a relationship does exist, business or otherwise, between the old and new customers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgement of the Company a change in the telephone number is not required.

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2. GENERAL REGULATIONS

2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2.3.6 INITIAL SERVICE PERIODS

- a. Unless otherwise specified, the initial service period for all services offered in this Guidebook is one month (30 days) commencing with the date of installation of the service.
- b. The initial service period for other services furnished are as follows:
  - (1) For alternate call number listings and joint user service, where the listing actually appears in the directory, the initial service period will extend to the end of the directory period.
  - (2) Special reversed toll service, three months for each exchange selected.
- c. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

2.3.7 PROVISION AND OWNERSHIP OF EQUIPMENT AND FACILITIES

- a. Facilities furnished by the Company on the premises of a customer, authorized user, or Company agent, are the property of the Company and are provided upon the condition that such facilities, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to install, inspect or repair any part of the Company's equipment and facilities on the customer's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.

Customer-provided terminal equipment may be used and connected with the facilities furnished by the Telephone Company for telecommunications services as provided in this Guidebook.

- b. Customers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon the written consent of the Company.
- c. Equipment and facilities furnished by the Company shall, upon termination of service for any cause whatsoever, be returned to the Company in good condition, reasonable wear and tear thereof expected.

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2. GENERAL REGULATIONS

2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2.3.8 PROVISION OF DIRECTORIES

Telephone directories shall be distributed from time to time by the Company.

2.3.9 PROVISION AND OWNERSHIP OF TELEPHONE NUMBERS

Telephone numbers are the property of the Company and are assigned to the service furnished the customer. The customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.3.10 MAINTENANCE AND REPAIRS

All ordinary expense of maintenance and repairs, unless otherwise specified in this Guidebook, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

2.3.11 COMPANY FACILITIES AT HAZARDOUS OR INACCESSIBLE LOCATIONS

Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the customer may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on conditions involved.

2.3.12 WORK PERFORMED OUTSIDE REGULAR WORKING HOURS

The rates and charges specified in this Guidebook contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or rearranging of his service to be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the customer may be required to pay, in addition to the other rates and charges specified in this Guidebook, the amount of additional costs incurred by the Company as a result of the customer's special requirements.

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2. GENERAL REGULATIONS

2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2.3.13 TEMPORARY SUSPENSION OF SERVICE (VACATION SERVICE)

a. Description

- (1) Upon request, a customer to residence service, where equipment arrangements permit, may arrange for the temporary suspension of service (vacation service) of basic local exchange service for a reduced monthly rate.
- (2) Taxes, surcharges, and fees are not subject to the temporary suspension of service and will be billed at standard rates during the period that a service is temporarily suspended.

b. Regulations

- (1) A service may be temporarily suspended prior to the expiration date of the initial service period. There is no reduction in monthly rates during such period of temporary suspension.
- (2) There is no reduction in the charge for foreign central office line mileage and foreign exchange mileage during the period of suspension.
- (3) During the temporary suspension of service, the customer's telephone number, directory listing and line facilities will be maintained by the Company.
- (4) During the temporary suspension of service, neither outward nor inward service will be furnished during the period of suspension.
- (5) Vacation service rates will apply, where applicable, when service is temporarily suspended for at least one month or longer, not to exceed nine months. When the temporary suspension of service is less than one (1) month, there is no reduction in the monthly rates for the service.
- (6) The maximum period of time during which Vacation Service rates will be applied to any service during any one-year (twelve consecutive months) is six months. When the six months has expired, the charges will revert back to the standard rates; however, full service (dial tone) will not be restored until the customer requests such by contacting the Company.
- (7) The Company reserves the right to refuse the temporary suspension of service when the customer's account is delinquent.

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2. GENERAL REGULATIONS

2.3 ESTABLISHMENT AND FURNISHING OF SERVICE (Cont'd)

2.3.13 TEMPORARY SUSPENSION OF SERVICE (VACATION SERVICE) (Cont'd)

c. Rates and Charges

- (1) The rate for service during the temporary suspension of service will be fifty percent of the standard monthly rate for services specified herein. There is no reduction in monthly rates except for services listed in a.(1) preceding for which temporary suspension of service is required.
- (2) A Restoration Charge as specified in Section 4.5b. of this Guidebook will be applied, per access line, when temporary suspension of service is reinstated.

2.3.14 TERMINATION OF SERVICE

a. Termination of Service by the Company

- (1) Violation of any of the regulations contained in this Guidebook on the part of the customer may be regarded as sufficient cause for termination of the customer's service, upon five (5) days notice.
- (2) When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated below for termination of service at the customer's request apply.
- (3) The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

b. Termination of Service at the Customer's Request

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination the customer shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable cancellation charges, or both.

2.3.15 RINGER LIMITATIONS

- a. The total number of ringers, or their equivalent, that may be directly connected to any specific line without adversely affecting the service is governed by the signal equipment limitations in each specific case.
- b. Ordinarily in connection with individual line service, a ringer is permanently connected to the line



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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES

2.4.1 ADVANCE PAYMENTS

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other non-recurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.

2.4.2 DEPOSITS

- a. Any applicant who is unable to establish a satisfactory credit standing with the Company or any customer whose credit standing has become impaired may also be required to deposit a sum up to an amount equal to either the charge for two month's local service or the charge for the estimated toll messages during a like period, or both. Any such deposit and accrued interest, less any and all amounts then due, is upon such discontinuance returnable to the customer.
- b. Interest at the maximum rate allowed by law or, if permitted by applicable law, based on agreement of customer and Company is allowed during the continuance of the deposit. If held until discontinuance of service, such deposit and accrued interest, less any and all amounts then due, is upon such discontinuance returnable to the customer.
- c. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

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2. GENERAL REGULATIONS

2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

2.4.3 PAYMENT FOR SERVICE

- a. All charges due by the customer are payable by mail, direct deposit or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the customer.

A Late Payment Charge in an amount up to the maximum rate allowed by law or, if permitted by applicable law, based on agreement of customer and Company, for residential customers will apply on unpaid balances from the prior month's invoice, excluding charges that have been disputed by the customer. The Late Payment Charge will be applied to the total undisputed unpaid amount carried forward and will be included in the total amount due on the current invoice. This charge will apply to federal and state government customers pursuant to existing statutes applicable to those governmental entities.

- b. The customer shall pay monthly in advance or on demand all charges for services and shall pay on demand all charges for long distance service. The customer is responsible for payment of all charges for services furnished the customer, including charges for services originated or charges accepted at the customer's station.
- c. Should service be suspended for non-payment of charges, it will be restored only as provided under "Restoration Charge" in Section 4 of this Guidebook.
- d. When the service has been disconnected for non-payment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- e. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.

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### 2. GENERAL REGULATIONS

#### 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Cont'd)

##### 2.4.4 ALLOWANCE FOR INTERRUPTIONS

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the customer or the failure of the facilities provided by the customer, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the customer, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this Guidebook. For the purposes of administering this regulation, every month is considered to have thirty days.

#### 2.5 LIABILITY OF THE COMPANY

##### 2.5.1 SERVICE IRREGULARITIES

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities which are not caused by the negligence of the customer, or of the Company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect or failure in facilities occurs.

##### 2.5.2 USE OF FACILITIES OF OTHER CONNECTING CARRIERS

When facilities of others are used in establishing connections to points not reached by this Company's facilities, the Company is not liable for any act or omission of others furnishing such facilities.

##### 2.5.3 INDEMNIFYING AGREEMENT

The Company shall be indemnified and saved harmless by the customer or customers against claims for libel, slander or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof, against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with the facilities provided by the Company. Further indemnification obligations are set forth in the then-current General Local Terms of Service for residential consumer customers posted to [www.embarq.com/ratesandconditions](http://www.embarq.com/ratesandconditions).

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2. GENERAL REGULATIONS

2.5 LIABILITY OF THE COMPANY (Cont'd)

2.5.4 DEFACEMENT OF PREMISES

The Company is not liable for any defacement of or damage to the premises of a customer resulting from the furnishing of service or the attachment of apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company.

2.5.5 PERIOD FOR THE PRESENTATION OF CLAIMS

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

2.5.6 EQUIPMENT IN EXPLOSIVE ATMOSPHERE

- a. The Company does not guarantee nor make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The customer shall indemnify and hold 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 the customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property whether owned by the customer or others, caused or claimed to have caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location or use of said equipment so provided.
- b. The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- c. The customer shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

2.5.7 DIRECTORY ERRORS AND OMISSIONS

No liability for damages arising from errors or omissions of free directory and/or "Information" listings shall be attached to the Company. In the case of charge listings the liability of the Company shall be limited to and satisfied by a refund or credit at the monthly rate for each charge listing for the charge period during which the error or omission continues. In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories, nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

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2.6 CUSTOMER SATISFACTION GUARANTEE

- A. A customer who subscribes to any of the services specified following, and is not satisfied with the service(s), shall be entitled to a full credit of any charges directly associated with the establishment of the service and the monthly charges billed for the service through the date of disconnection, if the customer notifies the Telephone Company within 30 days of installation that the customer wishes to disconnect the service(s).
- B. The Customer Satisfaction Guarantee applies to the following services:
  - Custom Calling Services
  - ExpressTouch Services
- C. The customer is responsible for notifying the Telephone Company to disconnect on or before the expiration of the 30-day period. When the expiration of the 30-day period falls on a weekend or legal holiday, the customer must notify the Telephone Company on the first business day following the weekend or legal holiday. In such event, the customer will be entitled to a credit for any charges directly associated with the establishment of service and the monthly charges billed through the date the service(s) is disconnected.
- D. The refund of any charges directly associated with the establishment of service or monthly charges will be applied as a credit on the customer's bill.
- E. The Customer Satisfaction Guarantee applies to all residence customers who subscribe to these services.
- F. Each customer will be entitled to the credit one time per service.
- G. The Customer Satisfaction Guarantee does not apply to services offered under a separately negotiated contract.