



# Oregon

Kate Brown, Governor

## Public Utility Commission

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September 10, 2020



BY EMAIL

Frontier Communications Northwest LLC, dba Ziplly Fiber

Jessica Epley

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RE: Advice No. OR-20-01

Staff of the Oregon Public Utility Commission reviewed the sheets in the filing docketed as PL 152. A receipted copy of the acknowledged sheets in your price list filing is attached.

*/s/ Nolan Moser*

Nolan Moser

Chief Administrative Law Judge

Public Utility Commission of Oregon

(503) 378-3098

Effective: August 28, 2020

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TELECOMMUNICATIONS PRICE LIST

OF

**Northwest Fiber, LLC d/b/a Ziplly Fiber**

This Price List contains the service descriptions, and rates applicable to the furnishing of resold telecommunication services offered by Northwest Fiber, LLC d/b/a Ziplly Fiber within the State of Oregon.

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) Changed regulation.
- (D) Delete or discontinue.
- (I) Change Resulting in an increase to a Customer's bill.
- (M) Moved from another Price List location.
- (N) New material
- (R) Change resulting in a reduction to a Customer's bill.
- (T) Change in text or regulation.

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**PRICE LIST FORMAT**

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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**APPLICATION OF PRICE LIST**

This Price List contains the regulations and charges that apply to the provision of intrastate telecommunications services by Northwest Fiber, LLC d/b/a Zipty Fiber between various locations within the State of Oregon.

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**SECTION 1 - RULES AND REGULATIONS**1.1 Definitions

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

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this Price List.

Business Customer - A customer whose use of service is primarily or substantially of a professional, business, institutional, occupational or other commercial nature.

Commission - Refers to the Oregon Public Service Commission.

Channel - Communications path between two or more points.

Collect - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Company or Carrier - Northwest Fiber, LLC d/b/a Zipty Fiber, unless otherwise clearly indicated by the context.

Customer - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this Price List.

Dedicated Port - A port on Company's switching facility which is dedicated, at extra charge, to customer's exclusive use and which is connected to customer's premises by a private line furnished by customer.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Price List. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Equal Access - The ability for a customer to select their primary long distance company.

Facilities - Any cable, equipment or facilities used to provide the service offered under this Price List.

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**SECTION 1 - RULES AND REGULATIONS**, *Cont'd.*1.1 Definitions, *Cont'd.*

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

Intrastate Communications - Any communication that originates and terminates within the same state and is subject to the oversight by a state regulatory commission as provided by the laws of that state.

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Operator Assisted Person to Person - An operator assisted call in which the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached. The calling party is responsible for identifying the party at the called station.

Operator Assisted Station to Station - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

Operator Assisted Third Number Billed - Operator assisted telephone call that can be billed to the party other than the calling and called party. The operator calls the third number for the party to accept the charges before the call can proceed.

Personal Identification Number (PIN) - See Authorization Code.

Point of Demarcation - The point of interconnection between the Company communications facilities and Customer provided facilities as defined in 47 CFR § 68.1 et al.

Point of Origination - The Company's switch location accessed by the customer for the purpose of making a call using Company's service.

Point of Termination - The point of demarcation within a Customer premises at which the Company's responsibility for the provision of service ends.

Remote Access Code - A code to permit customers to access the Company switch in areas other than customers' home area.

Residential Customer - A customer whose use of service is primarily personal and domestic nature.

Service Date - The date that billing starts for service or any service component.

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**SECTION 1 - RULES AND REGULATIONS, Cont'd.**

1.1 Definitions, Cont'd.

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

Serving Wire Center - The wire center from which the Customer premises normally obtains dial tone.

Special Access Circuit - A physical pathway for the transmission of information between a dedicated originating point and a dedicated terminating point.

Specific Project Code - Specifically assigned code by customer for billing to that activity within customer's business.

Special Request - Any modification that is performed by the Company at the customers request that is above and beyond normal service and or access use.

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

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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**SECTION 1 - RULES AND REGULATIONS**, *Cont'd.*1.2 Undertaking of the Company

The Company's services and facilities are furnished for communications originating at specified points within the State of Oregon under terms of this Price List.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Price List. The Company 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 services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

1.3 Use

1.3.1 Services provided under this Price List may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

1.3.2 The services the company offers shall not be used for any unlawful purpose for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

1.4 Limitations of Service

1.4.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Price List.

1.4.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Price List, or in violation of law.

1.4.3 The Company does not undertake to 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.

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**SECTION 1 - RULES AND REGULATIONS, Cont'd.**1.5 Assignment and Transfer

All facilities provided under this Price List are directly or indirectly controlled by the Company and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

1.6 Liability of the Company

1.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Price List shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

1.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Price List, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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**SECTION 1 - RULES AND REGULATIONS, Cont'd.**1.6 Liability of the Company, Cont'd.

1.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, 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 Company under this Price List, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

1.6.4 The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

1.7 Billing and Payment for Service1.7.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

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**SECTION 1 - RULES AND REGULATIONS, Cont'd.**1.7 Billing and Payment for Service, Cont'd.1.7.1 Payment Arrangements, Cont'd.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Oregon Public Service Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Price List.

1.7.2 Deposits

The Company does not require Customer deposits.

1.7.3 Advance Payments

The Company does not require Advance Payments.

1.7.4 Late Payment Fees

A late payment fee of 1.5% or \$7.50, whichever is higher, per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Oregon state law.

1.7.5 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Oregon law and Oregon Public Service Commission regulations.

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**SECTION 1 - RULES AND REGULATIONS**, *Cont'd.*

1.8 Taxes and Fees

- 1.8.1 All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this Price List, but shall be listed as separate line items on the Customer's bill.
- 1.8.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 1.8.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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**SECTION 1 - RULES AND REGULATIONS, Cont'd.**1.9 Refunds or Credits for Service Outages or Deficiencies1.9.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 2 hour in duration. Credit for outages greater than 2 hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

1.9.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**SECTION 1 - RULES AND REGULATIONS**, *Cont'd.*1.10 Cancellation or Termination of Service by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

1.11 Refusal or Discontinuance by Company

1.11.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

1.11.2 The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A. For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B. For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C. For use of telephone service for any purpose other than that described in the application.

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**SECTION 1 - RULES AND REGULATIONS**, *Cont'd.*

1.11 Refusal or Discontinuance by Company, *Cont'd.*

1.11.2 *Cont'd.*

- D. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
- E. For noncompliance with or violation of Commission regulation or the Company's rules and regulations on file with the Commission.
- F. Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, The Company may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 1 - RULES AND REGULATIONS**, *Cont'd.*1.12 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

1.13 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

1.14 Terminal Equipment

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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**SECTION 2 - SERVICE DESCRIPTIONS**2.1 General

The Company provides direct dialed (1+) for communications originating and terminating within the State of Oregon. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed using the Company's service. Charges may vary by service offering, mileage band, class of call, time of day, day of week, calling volume and/or call duration. Customers are billed based on their use of the Company's services and network. No installation charges apply.

2.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1V_2)^2 + (H_1H_2)^2}{10}}$$

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.**

2.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

2.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

2.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

2.3.3 Minimum call duration and additional increments for billing are specified in the description of each service.

2.3.4 No charges apply to incomplete calls.

2.3.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

2.4 Rate Periods

Unless otherwise specified in this Price List, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.**

2.5 Holiday Rates

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period rate unless a lower rate would normally apply.

New Year's Day*	Labor Day*	Christmas Day*
Independence Day*	Thanksgiving Day	

\* When this Holiday falls on Sunday, the Holiday rate applies to calls placed on the preceding Friday.

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.**

2.6 Business Metro

Business Metro is a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription of the primary line to the Company is required. The customer must subscribe to the Business Metro local service product offered by the associated LEC and must be the main billing number on the account in order to be eligible for the Business Metro.

2.6.1 Rates and Charges

Business Metro calls are non-distance sensitive, flat-rated with the following rating periods.

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

2.6.2 Usages Charges

Charges for direct dialed outgoing voice minutes of use are covered under the monthly recurring charge ('MRC') with the Business Metro Plan. Usage including, but not limited to, International calling, Directory Assistance Service, Operator Services, Collect or Person to Person calls, 900, 976, 700 calls, calls to access information services, and internet usage fees and surcharges are not included as part of the MRC and will be charged separately. The Plan may only be used for voice applications and may not be used for the transmission of data, for Internet connections, or for any other non-voice application.

This service may not be used for autodialing, long distance Internet or Intranet access (including access to corporate LANs), call center and certain switching applications. The Unlimited Rate Plan is not available with PBX trunks, ground start lines or trunks, ISDN services, Centrex Service, remote call forwarding services, foreign exchange services, foreign central office services, foreign zone services, public telephone services, and analog to digital conversion digital PBX services or the equivalents of any such services. If the Customer uses this service for any non-eligible purpose, including but not limited to the examples noted above, the Company may immediately suspend, restrict, cancel or terminate the service.

The Company reserves the right, in its sole discretion, to (1) cancel service for violation of these terms and conditions of service at any time and/or (2) bill and adjust from the initial abuse, all calls at a per minute rate. By selecting the Plan, Customer agrees to use the service in accordance with these term and conditions and to indemnify and hold the Company, its parent, subsidiaries and affiliates, harmless from any claims resulting from use or misuse of its products and services.

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**SECTION 2 - SERVICE DESCRIPTIONS**, *Cont'd.*2.6 Business Metro (Continued)2.6.2 Usages Charges (Continued)

The Terms and Conditions may be revised periodically without notice. Customers agree that revisions are applicable to your then current service and usage.

Customer account usage and calling patterns may be reviewed periodically at the discretion of the Company. Depending on the evaluation results, Customers whose use constitutes, in the Company's sole discretion, violation of this policy will be notified in writing that their Business Unlimited Plan may be terminated and/or the Company may adjust the charges to a higher priced per minute usage plan as a result of prohibited use/abuse. The Company reserves the right, in the event of prohibited use, abuse, or fraud, to terminate service immediately without notice or exigent circumstances.

If a new customer to Business Metro signs up mid-billing cycle, the MRC will be prorated. Usage will be billed in arrears.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dial calls that are included in this plan. If the customer changes their long distance pre-subscription on their line, the Unlimited Bundle will automatically be removed from the line and thus the customers account.

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.**

2.7 Digital Phone Service

2.7.1 General

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

2.7.2 Rates and Charges

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

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

2.7.3 Usage Charges

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

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

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**SECTION 2 - SERVICE DESCRIPTIONS**, *Cont'd.*2.7 Digital Phone Service (Cont'd)2.7.3 Usage Charges (Cont'd)

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

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

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

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.****2.8 Digital Phone Essentials****2.8.1 General**

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

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

**2.8.2 Usage Charges**

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

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

International rates for this product are found in the International Product Guide of the Company.

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.**2.9 Business Cents2.9.1 General

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

2.10 Basic Long Distance Service2.33.1 General Description

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

2.33.2 Usage Charges

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

2.11 Residential Simple Rate PlanGeneral

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

Usage Charges

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

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

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.**

2.12 Simply Unlimited

2.12.1 General

Simply Unlimited is a non-distance sensitive product that includes direct dial 1+ outbound service. Pre-subscription of the primary line to the Company is required to subscribe to the Simply Unlimited. This product is only available in conjunction with the Simply Unlimited plan from the following ILEC Companies Tariff.

Rate and Changes

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

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

2.12.2 Usage Charges

Simply Unlimited long distance minutes are only available on line(s) for commercial domestic outbound long distance voice usage and exclude toll free, 900, international, directory assistance, information services and dial-up internet calls. Customers with usage inconsistent with normal commercial applications and usage patterns may be converted to non- Simply Unlimited service with charges for local and long distance calling.

Simply Unlimited is not available with PBX trunks, ground start lines or trunks, key system lines or trunks, foreign central office services, public telephone services, and analog to digital conversion digital PBX services or the equivalents of any such services.

The Terms and Conditions may be revised periodically. Revisions are applicable to then current service and usage.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dial calls that are included in this plan. If the customer changes their long distance pre-subscription on their line to another carrier, the Simply Unlimited Plan will automatically be removed from the line and thus the customer's account.

Monthly Charges

The Monthly Recurring Charge (MRC) for the Simply Unlimited can be found in the Domestic Informational Price List, Section 4.

Customers can subscribe to this plan and commit to a one-, two or three-year term commitment. There will be termination fee if the customer cancels before the term commitment is up. The fee is the number of months remaining times the full bundle rate. The termination fee is on a per line basis. If a new customer to Simply Unlimited signs up mid-billing cycle, the MRC will be prorated. Usage not included in the Unlimited Long Distance plan will be billed in arrears.

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.**2.13 OneVoice Nationwide2.13.1 General

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

OneVoice Nationwide calls are non-distance sensitive, flat-rated with the following rating periods.

2.13.2 Usage Charges

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

The Terms and Conditions may be revised periodically. Revisions are applicable to then current service and usage.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dial calls that are included in this plan. If the customer changes their long distance pre-subscription on their line to another carrier, benefits of the plan will be forfeited.

2.13.3 Monthly Charges

The Monthly Recurring Charge (MRC) for OneVoice Nationwide can be found in the Domestic Price List.

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

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.****2.14 OneVoice 100****2.14.1 General**

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

**2.14.2 Usage Charges**

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

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

**2.15 Business Long Distance****2.15.1 General**

Business Long Distance 1+ and Toll free long distance plan that offers the Business Customer a simplified rate structure with reduced rates for volume and/or term commitments. Business Long Distance is a jurisdictionally integrated rate plan and must be ordered in conjunction with the interstate plan of the same name. The interstate portion of Business Long Distance is located in the Domestic Price List.

A customer may commit to a 2-year term of service, a 1-year term of service, or make no term commitment. A customer may commit to a minimum spending of \$1000 per month, \$500 per month, or make no minimum spending commitment. Both interstate and intrastate billing are counted toward meeting the minimum spending commitment. The Monthly Recurring charge for the plan is located in the Domestic Price List.

**2.16 Business Long Distance Plan****2.16.1 General**

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

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**SECTION 2 - SERVICE DESCRIPTIONS, Cont'd.****2.17 Commercial Voice Unlimited<sup>1</sup> – Grandfathered as of February 14, 2018****2.17.1 General**

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

**2.17.2 Usage Charges**

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

The Terms and Conditions may be revised periodically. Revisions are applicable to then current service and usage.

On the invoice there will be no individual call detail for usage that is associated with the unlimited direct dial calls that are included in this plan. If the customer changes their long distance pre-subscription on their line to another carrier, benefits of the plan will be forfeited.

**2.17.3 Monthly Charges**

The Monthly Recurring Charge (MRC) for Commercial Voice Unlimited can be found in the Domestic Price List.

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

<sup>1</sup> This service offering is limited to existing subscribers.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

3.1	<u>Business Metro</u>	<u>Monthly Rate</u>
		\$17.00
	<u>Rates for Non-Eligible Calls</u>	<u>Rate Per Minute</u>
	Day	\$0.10
	Evening	\$0.10
	Night/Weekend	\$0.10
3.2	<u>Digital Phone Service</u>	<u>Rate Per Minute</u>
	Canadian Rate	\$0.05
3.3	<u>Digital Phone Essentials</u>	<u>Rate Per Minute</u>
	Overage Rate	\$0.10
	Canadian Rate	\$0.05
3.4	<u>Business Cents</u>	<u>Rate Per Minute</u>
	1+	\$.040
	Toll Free	\$.045
3.5	<u>Basic Long Distance Service</u>	<u>Rate Per Minute</u>
	Outbound (1+) Intrastate	\$.040
3.6	<u>Residential Simple Rate Plan</u>	<u>Rate Per Minute</u>
	Outbound (1+) Rate Per Minute	\$0.10
3.7	<u>OneVoice Nationwide</u>	<u>Rate Per Minute</u>
	Data Calls per minute	\$.10
3.8	<u>OneVoice 100</u>	<u>Rate Per Minute</u>
	Overage Charges per minute (over 100 min)	\$.05
	Data Calls per minute	\$.10

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

3.9 Business Long Distance

1+ and Toll Free

	No Term	1 year	2 year
\$0. Spend	.09	.0873	.085
Over \$500	.0873	.085	.0823
Over \$1000	.085	.0823	.080

3.10 Business Long Distance Plan

Rate Per Minute

Outbound (1+) Interstate	\$0.07
Canadian Calls	\$0.07

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**SECTION 4 - MISCELLANEOUS SERVICES**, *Cont'd.*

4.1 Directory Assistance

4.1.1 A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

4.1.2 Rates

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies.

Directory Assistance, per Request                      \$1.99

4.2 Operator Services

Operator Services are offered to Customers. Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing where facilities and operating conditions permit.

4.2.1 Per Call Service Charges

The following per call services charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Service Charges are assessed as specified below:

	Per Call	
	IntraLATA	InterLATA
Operator Assisted Station to Station	\$4.99	\$4.99
Collect	\$4.99	\$4.99
Operator Assisted Person to Person	\$6.50	\$9.99
Operator Assisted Third Number Billed	\$4.99	\$4.99

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**SECTION 5 - CONTRACTS AND PROMOTIONS**

5.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

5.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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