

**EXPLANATION OF NOTICE CONCERNING ALL
TERMS AND CONDITIONS and RATES**

**EXPLANATION OF STANDARD
TERMS AND CONDITIONS**

The attached Notice Concerning All Terms and Conditions and Rates (attached Terms and Conditions page 2) provides that in the event of a conflict between the provisions in a telecommunication company's Terms and Conditions and Vermont law, Vermont Public Service Board ("VPSB") rules, several listed VPSB orders, the order, statute or rule will control. In addition, the Notice states that in the event of a conflict between certain listed standardized portions of the tariff and any other portion of the tariff, the listed portions will prevail. If a telecommunications company includes this page as the second page of its Terms and Conditions (the first page following the title page), and also certifies that it has adopted the standardized tariff portions without any changes, the Department of Public Service normally will not review and suggest modifications to the remainder of the company's terms and conditions. Inclusion of this Notice and standard tariff sections will accelerate the process for approval of terms and conditions and final authority to provide service. If you substitute Terms and Conditions of your own authorship for the supplied Notice and standardized tariff portions, we encourage you at least to incorporate by reference those VPSB rules and orders that address credit and collection matters rather than using your own provisions that may conflict with those rules. It is your responsibility to ensure that your terms and conditions comply with Vermont law. Vermont law and VPSB rules and orders will of course control regardless of whether a company includes the terms and conditions contained herein.

Each page of the attached Terms and Conditions Notice must be signed by an officer or other person authorized to sign rate schedule and Terms and Conditions pages for the company.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

TITLE SHEET

VERMONT TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by _____, with principal offices _____. This tariff applies for services furnished within the State of Vermont. This tariff is on file with the Vermont Public Service Board ("VPSB") and copies may be inspected, during normal business hours, at the VPSB or at the company's principal place of business.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

PREFACE--NOTICE CONCERNING ALL TERMS AND CONDITIONS and RATES

The State of Vermont Public Service Board ("VPSB") requires that each telecommunications provider's Terms and Conditions comply and not conflict with requirements of Vermont Statutes and VPSB rules and orders, including but not limited to those listed below. Any provision in these Terms and Conditions or rate schedules that conflicts with a Vermont statute, VPSB rules, and VPSB orders is deemed not approved and is not enforceable. In addition, the Company shall comply with VPSB orders in the following dockets, and any Terms and Conditions or rate schedules contained in this tariff that conflict with an order in these dockets is deemed not approved and is not enforceable.

- VPSB Rule 3.200 - Establishment of Creditworthiness and Deposits
- VPSB Rule 3.300 or 3.400 - Provision for Disconnections
- VPSB Rule 4.700 - Slamming Prohibition
- Docket 6255 - Establishment of Wholesale Service Quality Standards
- Docket 6012 - Public Telephone Services
- Docket 5903 - Concerning Consumer Protection, Retail Service Quality Standards, and Privacy Protections
- Docket 5713 - Provision of Competitive Telecommunications Services
- Docket 5670 - Basic-Service Calling Areas
- Docket 5566 - Concerning the Provision of Alternative Operator Services
- Docket 5028 - Lifeline and Link up Service Programs and Hearing Impaired Customers

The Company understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule of the VPSB, or the Vermont Statutes, or an order listed above, the rule or statute will govern; and the company may be subject to action by the Vermont Department of Public Service or an investigation by the VPSB pursuant to 30 V.S.A. § 208.

In addition, Section 1 and 2 of this tariff shall prevail over any other portion of this tariff that conflicts with Section 1 or 2.

The undersigned officer/agent of _____ certifies that _____ has adopted the Department of Public Service's standardized tariff language in this Preface and Sections 1 and 2 of this tariff without modification.

Name and title of Company Officer or Agent

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

CHECK SHEET

Pages 1 through 21 inclusive of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>PAGE</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

* New or Revised Page

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

TABLE OF CONTENTS

	<u>Page</u>
Title Sheet.....	1
Preface Sheet.....	2
Check Sheet.....	3
Table of Contents.....	4
Tariff Format.....	5
Symbols	6
Section 1 - Definitions	7
Section 2 - Rules and Regulations	9
Section 3 - Description of Services	19
Section 4 - Rates	20
Section 5 - Promotions	21

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

TARIFF FORMAT

1. Page Numbering - Page numbers appear in the upper right-hand corner of the page. Pages are numbered sequentially. When a new page is added between existing pages with whole numbers, decimal is added. For example, a new page added between pages 11 and 12 would be page 11.1.

2. Page Revision Numbers - Revision numbers also appear in the upper right-hand corner of the page. These numbers are used to indicate the most current page version on file with the VPSB. For example, the 4th Revised Page 13 cancels the 3rd Revised Page 13. A revision may be suspended by the VPSB for further review and consideration. Consult the Check Sheet for the pages currently in effect.

3. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence used in this tariff.

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)

4. Check Sheet - When a tariff filing is made with the VPSB, an updated Check Sheet or Sheets accompany the tariff filing. The Check Sheet(s) lists the page(s) contained in the tariff, with a cross reference to the current Revision Number. When new page(s) are added, the Check Sheet(s) are changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the Check Sheet(s) if these are the only changes made to them (i.e., the format, etc. remains the same, just revised revision levels on some page(s)). The tariff user should refer to the latest Check Sheet(s) to find out if a particular page is the most current file with the VPSB.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SYMBOLS

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

- C - to signify a changed regulation
- D - to signify a discontinue or deleted rate or regulation
- I - to signify a rate increase
- M - to signify tariff information moved to a different page without any change
- N - to signify a new or changed rate or regulation
- R - to signify a rate reduction
- T - to signify a change in text but no change in an existing rate or regulation

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 1 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Carrier's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Carrier to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

"Carrier" or "Company" - Refers to _____.
(Company name including d/b/a if any)

Completed call - A call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering device.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the company's point of presence.

Residential customer - A customer who has telephone service at a dwelling and the service is used primarily for domestic or social purposes. All other customers are nonresidential customers.

Resp. Org.- - Responsible Organization or entity identified by an 8XX service Customer that manages and administers records in the 8XX database and management system.

Service - Any telecommunications service(s) provided by the carrier under these schedules.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 1 - DEFINITIONS

Station - A telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

Telecommunications service- Used throughout this tariff to mean the transmission of any interactive two-way electromagnetic communications, including voice, image, data and information. Transmission of electromagnetic communications includes the use of any media such as wires, cables, television cables, microwaves, radio waves, light waves or any combination of those or similar media.

Time period - Used throughout this tariff to mean the interval of hours that distinguish day, evening, night, and weekend and holiday rate periods. Day is from __ a.m. up to but not including __ p.m. local time Monday through Friday. Evening is from __ p.m. up to but not including __ p.m. local time Monday through Friday. Night is from __ p.m. up to but not including __ a.m. local time Monday through Friday. Weekend is from __ a.m. Saturday through the weekend hours up to __ p.m. on Sunday. The company charges evening rates, unless a lower rate (night or weekend) applies, on the following holidays:

[insert company specific holidays]

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

VPSB - Used throughout this tariff to mean the Vermont Public Service Board.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the rules, regulations and rates applicable to intrastate telecommunications services provided by the Company for telecommunications within the State of Vermont. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the VPSB's rules. In-state toll services provided by the Company are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall provide sufficient information to the Company to fully identify the Customer and the services requested.

- 2.1.1 The Company may examine the credit record and check the references of all applicants and Customers, prior to accepting the service order, only in accordance with VPSB Rule 3.200, the Fair Credit Reporting Act, and Vermont law. The service application shall not in itself obligate the Company to provide services.
- 2.1.2 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 only in accordance with VPSB Rule 4.700 and Vermont law, to allow connection of a Customer's location to a service provided by the Company.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.1.3 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of the VPSB.

2.2 Use of Services

2.2.1 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.2 The Company's services are available for use 24 hours per day, seven days per week.

2.2.3 The Company does not transmit messages, but the services may be used for that purpose.

2.2.4 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.5 As soon as the customer becomes aware of such unauthorized use, the Customer is responsible for notifying the Company of any unauthorized use of services.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.3 **Liability**

- 2.3.1 The Company's liability for damages arising out of any failure of service shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.3.2 The Company is not liable for any act or omission of any entity, other than employees or agents of the Company, furnishing facilities or services connected with or provided in conjunction with the Company's services.

2.4 **Interruption of Service**

- 2.4.1. The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 2.4.2. Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting less than two continuous hours, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for services, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the service affected for each full hour of the interruption.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.4 **Interruption of Service** (cont'd)

2.4.3 The following formula shall apply for interruptions lasting more than two continuous hours:

$$\text{Credit} - \frac{A \times B}{720}$$

"A" - outage time in hours (must be a continuous duration of two hours or more.)

"B" - total monthly charges for affected service

2.5 **Responsibilities of the Customer**

2.5.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.5.2 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5.3 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.5.4 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.5.5 The Customer is responsible of ensuring that the customer premise equipment is compatible with the Company's facilities or services.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.5 **Responsibilities of the Customer** (cont'd)

- 2.5.6 The Customer must pay the Company for replacement or repair of damage to the service or facilities of the Company caused by negligence or willful act of the Customer, by improper use of the services, or by use of service provided by Customer.

- 2.5.7 The Customer must pay for the loss through theft of any Company's service connected at Customer's premises only if the Customer has failed to take reasonable precautions to prevent such theft of service.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.6 **Cancellation or Limitation of Services**

- 2.6.1 The Company may discontinue furnishing services, or limit the use of service, in accordance with VPSB Rules 3.300 for residential Customers or 3.400 for non-residential Customers.
- 2.6.2 Service may be terminated by the Company by blocking traffic, either in its entirety or only to certain locations or NXX exchanges, or by blocking calls using certain Customer authorization.
- 2.6.3 The Customer may terminate service at any time upon oral or written notice for the Company's standard month to month service. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually terminates the service.
- 2.6.4 If a customer accumulates undisputed delinquent 8XX service charges and service is consequently terminated, the toll free numbers are not portable.

2.7 **Restoration of Service**

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission on file with the VPSB, and VPSB Rules 3.300 or 3.400.

2.8 **Deposits**

The Company will collect deposits in accordance with VPSB Rule 3.200. The Company does not charge a deposit for any service or portion of a service billed in advance.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.9 **Taxes & Surcharges**

All federal, state and local taxes, imposed on the customer, including the Vermont Universal Service Fund Surcharge, fees, sales taxes, and use taxes are billed as separate line items and are not included in the rates quoted in this tariff. All federal, state and local taxes, sales taxes, use taxes, assessments, surcharges, or fees imposed on the company are included in the rates quoted in this tariff.

2.10 **Late Charges**

Any late payment fees shall be listed with the rates for any service upon which the Company assesses a fee for late payment. No late payment fee shall exceed the reasonable fee as set forth in Section 4 of this tariff, per month of any unpaid, undisputed amount, and shall not commence until 30 days after rendition of bills.

2.11 **Returned Check Charge**

Whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, the Company may charge a reasonable fee as set forth in Section 4 of this tariff.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.12 Computation of Charges

- 2.12.1 When rates for service are based on airline mileage between rate centers of the calling and called stations, the location of Rate Centers is based on mileage calculated using the Vertical and Horizontal (V&H) coordinate system reflected in AT&T's FCC Tariff No. 10.
- 2.12.2 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

2.13 Customer Complaints and/or Billing Disputes

- 2.13.1 Customer disputes shall be handled in accordance with the dispute resolution procedure contained in the July 2, 1999 VPSB Order in Docket No. 5903.

Customer inquiries or complaints regarding service or accounting may be made to the Company in writing, telephone, or any other mutually agreeable means of communication. The Company shall provide an address and toll-free telephone number to the customer for lodging complaints, inquiries or disputes with each bill rendered. The Company shall provide representatives or agents to receive such customers communication who have authority and information to fully resolve customer complaints or disputes.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill. The Company shall continue to treat disputed portions of a customer's bill as disputed so long as the consumer continues to pursue a dispute resolution at the Company, the Vermont Department of Public Service, or the VPSB. If the customer has requested resolution of a dispute by the Department, the Company shall consider the dispute

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 2 - RULES AND REGULATIONS

2.13 Customer Complaints and/or Billing Disputes (cont'd)

- 2.13.1 active until otherwise notified by the Department or ordered by the VPSB. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.14 Level of Service

A Company shall provide end to end network availability of not less than P.01 (not more than 1% of calls blocked) at all times for all services.

2.15 Vermont Universal Service Fund

All Customers are subject to a Vermont Universal Service Fund surcharge. The surcharge is determined by applying it on most services contained in this tariff. Those services not subject to the surcharge are noted throughout the tariff. The rate of the surcharge shall be equal to the rate set annually by the VPSB.

2.16 Uniform Rate Disclosure

2.16.1 When the Company provides or is required to provide rate information, it shall disclose recurring rates to the customer on bills in the following units:

2.16.1.1 Usage (when the customer is billed by duration of usage), dollars per minute, along with the duration of the billing increment and the duration of any minimum duration per message;

2.16.1.2 Usage (when the customer is billed by the message or a per message surcharge is imposed), dollars per message;

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

2.16 **Uniform Rate Disclosure** (cont'd)

2.16.1.3 Availability of service (when the customer is billed a periodic recurring charge for availability of the service, regardless of the level of usage), dollars per month, along with the billing period.

2.16.1.4 Minimum charge (when the customer is billed a minimum charge when other charges do not exceed a certain threshold), dollars per billing period, along with the length of the billing period.

2.16.1.5 At such times, the Company shall also disclose the length of the interval at which it will bill the customer.

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Service Offerings

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 4 - RATES

By: Name and Title
Full Address

Effective:

(Company Name, including d/b/a if any)

SECTION 5 - PROMOTIONAL OFFERINGS

5.1 **Promotions:**

5.1.1 The Company may, from time to time, as filed and approved by the VPSB, offer promotions to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations.

By: Name and Title
Full Address

Effective: