

**Clear Rate Communications, LLC**  
2600 W Big Beaver Rd., Suite 450  
Troy, MI 48084

**LOCAL SERVICES PRICE LIST**

Regulations and Schedule of Local Exchange Service Rates  
Within the State of Illinois

This Price List includes the rates, charges, terms and conditions of service for the provision of local and interexchange services by Clear Rate Communications, LLC, (“Clear Rate”) between locations within the State of Illinois. This Price List is available for public inspection during normal business hours at the principal offices of Clear Rate Communications, LLC, located at 2600 W Big Beaver Rd., Suite 450, Troy, MI 48084 or at the Company’s website at:

[www.clearrate.com/terms-and-agreements/regulatory-filings-and-tariffs](http://www.clearrate.com/terms-and-agreements/regulatory-filings-and-tariffs)

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### EXPLANATION OF SYMBOLS

The following symbols shall be used in this Price List for the purpose indicated below:

- (C) Identifies a changed regulation.
- (D) Identifies a discontinued rate or regulation.
- (I) Identifies an increase in rate.
- (N) Identifies a new rate or regulation.
- (R) Identifies a reduction in rate.
- (T) Identifies a change in text only.

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 CHECK SHEET

The pages inclusive of this price list are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original price list in effect on the date indicated.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original*	26	Original*		
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\* - indicates those pages included with this filing

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## PREFACE

### 0.1 Classification of Service

This price list contains the rates and regulations applicable to intrastate local and interexchange services provided by Clear Rate Communications, LLC (“the Company”) between and among points within Illinois.

### 0.2 Scope

The Company’s services are provided subject to the availability of facilities and subject to the terms and conditions of this price list.

### 0.3 Interconnection with Other Carriers

Service provided by the Company may be connected with services or facilities of other carriers or may be provided over facilities provided by carriers other than the Company. However, service provided by the Company is not a part of a joint undertaking with any other carrier providing telecommunications channels, facilities, or services.

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## SECTION 1 – EXPLANATION OF TERMS AND ABBREVIATIONS

### 1.1 Definitions of Terms

Calls - Telephone messages completed by Members.

Central Office - A unit local exchange telephone company's system that provides service to the general public and has the necessary equipment and operating arrangements for terminating and interconnecting Member lines and trunks or trunks only. More than one (1) central office may occupy a building.

Charges - Monthly recurring and nonrecurring amounts billed to Members for services.

Customer - Any person, firm, association, corporation, agency of the federal, state or local government, or legal entity responsible by law for payment of rates and charges and for compliance with the regulations of Clear Rate Communications, LLC.

Customer Contract - A written agreement between the Customer and Clear Rate Communications, LLC containing or referring to the rates and regulations applicable to the service being provided.

Customer Premises Equipment - All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Clear Rate Communications, LLC or another supplier and leased to the Customer.

Delinquent or Delinquency - An account for which an uncontested bill or payment agreement for services has not been paid in full on or before the last day for timely payment.

Depositor - The Customer from whom a deposit is received.

Disconnect or Disconnection - The disabling of circuitry to prevent outgoing and/or incoming calls.

Due Date - The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by "due by," "pay by," "if paid by," or other such language on the Customer's bill.

Exchange - A unit established for the administration of local communication services.

Exchange Service - A local communications service furnished by means of local exchange plant and facilities.

Individual Case Basis - The application of a rate, charge, or condition of the price list as determined by individual circumstances.

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**SECTION 1 – EXPLANATION OF TERMS AND ABBREVIATIONS (CONT'D)****1.1 Definitions of Terms (continued)**

Inside Station Wiring or Inside Wiring - Wiring on the premises beyond the demarcation point.

IntraMSA Service - The completion of calls between points within the boundaries of a Measured Services Area.

Interexchange Service - The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

InterMSA Service - The completion of calls between Measured Services Areas.

Local Access Transportation Area or LATA - A geographic area within which Bell Operating Companies are permitted to offer interexchange service. These areas were established as a result of the break-up of the former Bell System.

Local Exchange Utility or Local Utility - A telephone utility that provides local service under a price list. The utility may also provide other services and facilities.

Local Service - Telephone service furnished between points located within an area.

Message - A telephone call made by a customer.

Month - For billing purposes, a month is considered to have thirty (30) days.

Rates - The usage amounts billed to customers for regulated services and/or equipment.

Suspend or Suspension - To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

Timely Payment - A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Clear Rate Communications, LLC for a series of partial payments to settle a delinquent account.

10XXX Access - A dialing method that enables a customer to reach the long-distance carrier of the Customer's choice even if the Customer is not a regular customer of that long distance carrier. For example, to reach AT&T Communications of the Midwest, Inc., the Customer dials "10288."

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SECTION 1 – EXPLANATION OF TERMS AND ABBREVIATIONS (CONT'D)

1.2 Explanation of Acronyms and Trade Names

BOC – Bell Operating Company

DA – Directory Assistance

LATA – Local Access Transport Area

NPA – Numbering Plan Area, more commonly known as Area Code

FCC – Federal Communications Commission

SNI – Standard Network Interface

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## SECTION 2 – GENERAL RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 General

Pursuant to this price list, the Company undertakes to provide within all service areas in Illinois the local interexchange services described in Section 3.0.

#### 2.1.2 Limitations

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this price list.
- B. The Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this price list, signed contract, or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its facilities, when available, for that purpose.

### 2.2 Use

#### 2.2.1 Lawful Purpose

Services provided under this price list may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of service.

#### 2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes

The Company's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises the Company that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If the Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may discontinue or deny the services and/or refer the matter to the appropriate law enforcement agency in accordance with the law.

#### 2.2.3 Unauthorized Use

Any individual who uses or receives the Company's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for the Company's cost of investigation and collection.

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## SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

### 2.2 Use (continued)

#### 2.2.4 Recording Devices

The Company's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

#### 2.2.5 Use of Service Mark

No Customer shall use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of the Company.

### 2.3 Limitation of Liability

The Company shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, strikes, lockouts, work stoppages, failure, breach or delay by supplier, cable out, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

The Company shall not be liable for, and shall be fully indemnified and held harmless by, Customer against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

The Company shall not be liable for failure to provide service.

No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

The Company's liability due to any failure of a voice or data transmission shall not exceed an amount equal to the charges provided for by the applicable price list, catalogue, and/or contract (for all other services) for the call.

The Company shall not be liable for damages arising out of the use of the Company's services for the transmission of anything other than voice grade service.

The Company shall not be liable to Customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.3 Limitation of Liability (CONT'D)**

The agreement between the Company and the Customer is exclusive, there are no third-party beneficiaries.

The Company's liability for any errors or omissions in any directory listing is limited to the charges made for the listing itself. The Company shall not be liable to Customers or others for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

**2.4 Equipment****2.4.1 Inspection, Testing, and Adjustment**

The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this price list are being complied with in the installation, operation, or maintenance of the Customer's equipment. The Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

**2.4.2 Interference and Hazard**

The operating characteristics of Customer premises equipment or communications systems connected to the Company's services must not interfere with, or impair, any of the services offered by the Company. Additionally, connected Customer premises equipment must not endanger the safety of the Company's employees or the public, damage or interfere with the proper functioning of the Company's equipment, or otherwise injure the public in its use of the Company's services.

**2.4.3 Maintenance and Repair**

- A. **Customer Liability.** The Customer shall be responsible for damages to the Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using the Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of the Company's facilities except upon written consent of the Company.
- B. **Leased or Owned Facilities.** The Customer's obligation to the Company is the same whether the facilities involved are the Company's facilities or are facilities leased by the Company from another party. If the Company incurs expenses due to the Customer's actions that result in damage or impairment of the Company's owned or leased facilities, the Company will pass on to the Customer any and all expenses to repair the Company's facilities or that the owner imposes on the Company for leased facilities.

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## SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

### 2.5 Contract for Service

Service is installed upon contractual agreement between a Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by this price list. The contract does not alter the obligations of the Company to customers as described in this price list.

The term of the services shall commence and will remain in effect from the service activation date specified in the contract for the term of the contract. Should the Company continue to provide service after the initial term without further agreement, the service shall continue under the terms of the then applicable price list on a month-to-month basis. Contracts which are not either renewed or terminated at expiration will continue on a month-to-month basis.

### 2.6 Application for Service

#### 2.6.1 Information Required

When applying for service, each prospective Customer will be required to furnish to the Company the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate credit worthiness.

#### 2.6.2 Initiation of Service

Service shall be deemed to be initiated upon the service activation date specified in the Customer contract.

### 2.7 Deposits

#### 2.7.1 Deposit Requirements

The Company may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges. Any applicant who is either not a previous Customer having an established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a customer's creditworthiness, the Company will use trading banking references, credit reports, and any other information pertinent to a customer's credit.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.7 Deposits (continued)****2.7.2 Amount of Deposit**

The amount of the deposit shall not be more than three (3) months of usage of the Company's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or the Company's average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions.

**2.7.3 New or Additional Deposit**

A new or additional deposit may be required to cover the amount provided in Section 2.7.2 above when a deposit has been refunded or is found to be inadequate by virtue of abnormal toll usage, nonpayment, or impairment of the Customer's credit. The new or additional deposit is payable at the address specified in Section 2.7.4. Service may be disconnected unless the new or additional deposit is made within seven (7) days after written notification.

- A. **Abnormal Toll Usage.** For Customers with at least six (6) consecutive months of service, "abnormal toll usage" is defined as at least a twenty-five percent (25%) increase in monthly usage charges amounting to at least twenty (\$20) dollars. The Customer's average monthly bills for not less than the three (3) prior months shall be used in determining the increase. For Customers with less than six (6) consecutive months of service, "abnormal toll usage" is defined to exist when one (1) month's service exceeds the deposit attributable to the service by twenty-five percent (25%) amounting to at least twenty (\$20) dollars.

**2.7.4 Handling of Deposits**

Deposits shall be sent or delivered to: Clear Rate Communications, LLC, 500 S. Old Woodward, Suite 600, Birmingham, MI 48009. The Company will maintain records that show the name and address of each depositor, the amount and date of the deposit, and each deposit, together with any accrued interest, shall be credited to an appropriate account and shall be disposed of in accordance with the law.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.7 Deposits (continued)

2.7.5 Receipts

A receipt of deposit will be furnished to each Customer from whom a deposit is received upon request. Duplicate receipts will be provided to Customers who have lost their receipts if the deposits are substantiated by the Company's records, also upon request.

2.7.6 Customer Obligations

The existence of a deposit in no way relieves the Customer of the obligation to comply with the Company's regulations for the prompt payment of bills.

2.7.7 Refund

The deposit may be refunded or credited to the Customer after not more than twelve (12) consecutive months of prompt payment unless the Company has information which indicates the deposit is necessary to ensure prompt payment. The account shall be reviewed after twelve (12) months of service, and if the deposit is retained, it shall again be reviewed at the end of the Company's accounting year or on the anniversary date of the account.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.8 Billing****2.8.1 Monthly Billing**

Bills to Customers will be issued monthly. Certain service charges, including local service and installation charges, unlimited Toll and Bucket Toll plans are billed in advance. Toll charges levied on a per minute cost basis are billed in arrears.

Customer payments are considered prompt when received by the Company or its agent on or before the due date on the bill. The due date is twenty (20) days after the bill is rendered. Any Customer not paying the amount shown on the bill, and not in dispute, within twenty (20) days is considered delinquent.

Payments made after the due date, and not in dispute, are subject to forfeiture of Volume Discounts (where applicable). In addition, when the bill is over thirty (30) days in arrears from the due date, late payment charges shall be assessed. The late payment charge shall be the lesser of (1) a rule 2 percentage points above the Wall Street Journal price rate, as published from time to time; or (2) the highest interest rate which may be applied under state law for commercial purposes. The Company may request payment upon issuance of a final bill when service is terminated at the Customer's request. For all other bills, payment will not be requested until the due date.

A Customer is also liable for any legal fees incurred by the Company in the process of collecting a past-due amount. The amount of these fees can be determined by the officers of a court if the proceedings are fully litigated. If the Customer acquiesces to the Company's demand for payment before a judgment is rendered, the Company will bill the delinquent Customer for costs incurred to that point. The Customer is entitled to a statement of legal fees that are being assessed.

The Company will apply a customer's deposit on file toward that Customer's delinquent payment amount.

The maximum payment required for the restoration of service that existed prior to disconnection shall be the total past-due amount (including late payment charges), applicable nonrecurring charges, and if appropriate, Advance Payment and Deposit charges, as specified above.

The Customer is responsible for all charges for services furnished at the Customer's request and for all interexchange toll and local services furnished. Failure to receive a bill does not exempt the Customer from prompt payment of the account. It is the Customer's responsibility to contact the Company when a bill is not received. Except as provided elsewhere in this price list, the rate for a fractional part of a billing period is a pro rata share for the rates for the full billing period, as specified in this price list. If prorating indicates a refund is due, the refund is applied as a credit to the bill.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.8 Billing (Cont'd)****2.8.1 Monthly Billing (Cont'd)**

If a customer terminates an account with the Company and has a credit balance showing, the Company will transfer that balance to another account of that same Customer, if one exists. Otherwise, the Company will mail a check for the balance to the last known address of the Customer. If the check is returned as undeliverable or reasonable attempts to locate the Customer fail, the Company will bill a closed account maintenance charge of \$2.50 per month in the second billing period after the account was terminated. This charge will continue until the Customer requests a refund or the balance is exhausted.

Invoices are available electronically and in paper form at the Customer's discretion. The Paper Invoice Fee of \$3.99 per month shall be waived for any Customer who elects Clear Rate's Electronic Billing Option and forgoes receipt of paper bills.

The Company will assess a manual processing fee of \$9.99 for Customers electing to use a live person to assist with processing of invoice payments.

**2.8.2 Account Codes**

Account codes are three-digit numbers entered after dialing a long-distance number. Use of account codes allows customers to receive a bill showing calls sorted and subtotaled. Account codes are verified, meaning a valid code is required to complete the long-distance call. Customers may select up to 100 codes from a pre-defined list of random 3-digit codes.

Account Codes are \$10.00 per month with a one-time setup charge of \$25.00.

**2.8.3 Bill Contents**

The bill form or a bill insert will provide the following information: the dates at the beginning and end of the billing period; the last date for timely payment, which shall not be less than twenty (20) days after the bill is rendered; the amount of the net charge, stated by category, for local service, ancillary services and equipment, toll service, information service, sales tax and excise tax, and any late payment charge, together with the gross amount of the bill, with separate entries for total amounts current or in arrears. The Company will also comply with reasonable requests for bill detail.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.9 Payment for Service****2.9.1 Late Payment and Check Service Charges**

A late payment may be imposed by the Company. A check service charge will be assessed for any reason a check tendered to the Company by a Customer as payment for a tariffed service is returned to the Company or is not in an acceptable form. The check charge will be thirty (\$30) dollars per check. Examples of the application of the check charge include, but are not limited to, the following:

- A. Insufficient funds.
- B. Improper or lack of endorsement.
- C. A check issued in such a manner as to be not processable or places unreasonable burdens on the Company.
- D. Conflict in the amount shown numerically and the amount written alphabetically on the check.
- E. Qualified endorsement not acceptable to the Company.
- F. The Customer places a stop payment on the check.
- G. Any other reason which would cause the Company to return the check.

**2.9.2 Partial Payment**

If a Customer makes partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for services.

**2.9.3 Collection**

No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.

**2.9.4 Taxes and Fees**

Any governmental assessments, fees, licenses, or other similar taxes or fees imposed upon the Company on a per-call basis shall be charged to Customers receiving the Company's service within the territorial limits of the governmental authority imposing such taxes and fees. Such taxes and fees will be allocated among such Customers uniformly on the basis of Customer's monthly charges for the types of service made subject to the taxes or fees.

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## SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

### 2.9 Payment for Service (Cont'd)

#### 2.9.5 Supplemental Schedules for Municipal Tax

Pursuant to Section 9-221 of the Illinois Public Utilities Act, as amended, the Company will charge its customers in municipalities, in addition to the other lawful rates and charges, an infrastructure fee for intrastate services. The fee will be listed separately on a customer's bill to comply with the requirements of the Act.

### 2.10 Disputes and Complaints

#### 2.10.1 Disputed Bills

In the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount. If a customer does not give the Company written notice of a dispute with respect to the Company's charges within two (2) years from the date of the bill, the bill shall be deemed correct and binding upon the Customer.

#### 2.10.2 Complaint Procedures

Inquiries, general questions, or complaints may be directed informally to Clear Rate Communications, LLC by telephone, in person, or in writing at Clear Rate Communication's office located at 2600 W. Big Beaver Rd., Suite 450, Troy, MI 48084, toll free (877) 877-4799. The Company's customer service department can be reached by dialing the following toll-free number (877) 877-4799. The Company's customer service department accepts calls Monday through Friday 8:00 AM to 7:00 PM (EST). Complaints concerning the charges, practices, facilities, or services of the Company will be investigated promptly and thoroughly. The Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable the Company to review and analyze its procedures and actions.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.11 Service Refusal, Disconnection and Suspension****2.11.1 Notice of Pending Disconnection**

Prior to the disconnection of service, the Company shall provide a written notice to the Customer setting forth the reason for disconnection and the final date by which the account is to be settled or specific action taken. Final dates shall be no less than ten (10) calendar days with respect to an unpaid bill, and no less than twelve (12) days with respect to an unpaid deposit, after the notice is rendered. The notice shall be considered rendered to the Customer when deposited in the U.S. Mail with postage prepaid. If delivery is by other than U.S. Mail, the notice shall be considered rendered when delivered to the last known address of the person responsible for payment of for the service. The notice will specify a toll-free number at which a Clear Rate Communications, LLC representative can be reached to provide additional information about the disconnection.

**2.11.2 Reasons for Service Refusal, Disconnection and Suspension**

Service may be refused, disconnected, or suspended:

- A. Without notice if a condition on the Customer's premises is determined by the Company to be hazardous.
- B. Without notice if the Customer uses the service in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- C. Without notice if equipment furnished, leased, or owned by the Company is subject to tampering.
- D. Without notice if there is unauthorized use. Unauthorized use includes, with or without limitation, use or attempted use for an unlawful purpose and/or use or attempted use in any fraudulent manner.
- E. If there are reasonable grounds to believe there is a violation of or noncompliance with the Company's regulations.
- F. If the Customer or prospective Customer fails to furnish service equipment, permits, certificates, or rights-of-way specified to be furnished in the Company's regulations as conditions for obtaining service, or withdraws such equipment or terminates those permissions or rights, or fails to fulfill the contractual obligations imposed upon the Customer as conditions of obtaining service. However, no service shall be disconnected for this reason on the day proceeding or day on which the Company's office at the address specified in Section 2.7.4 is closed.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.11 Service Refusal, Disconnection and Suspension (Cont'd)****2.11.2 Reasons for Service Refusal, Disconnection and Suspension (Cont'd)**

- G. If the Customer fails to permit the Company reasonable access to its equipment. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in Section 2.7.4 is closed.
- H. If the Customer uses abusive or profane language or makes physical threats in conversations with the Company personnel, or otherwise abuses access to customer service personnel by making repeated unwarranted calls that are unrelated to specific issues. However, no service shall be disconnected for this reason on the day preceding or day on which the Company's office at the address specified in Section 2.7.4 is closed.

**2.11.3 Refusal, Disconnection, and Suspension of Service for Nonpayment of Bill or Deposit**

Except as restricted by Section 2.11.4, service may be refused based on the credit history of the applicant. In all cases, the applicant will be advised of the reasons for the denial of credit. Service may also be refused, disconnected, or suspended for nonpayment of a bill or deposit if the Company has made a reasonable attempt to effect collection and:

- A. The Company has provided the Customer with five (5) days' prior written notice with respect to an unpaid bill and twelve (12) days' prior written notice with respect to an unpaid deposit. However, disconnection may take place prior to the expiration of the 5-day unpaid bill notice period if the Company determines from verifiable data that usage during the 5-day notice period is so abnormally high that a risk of irreparable revenue loss is created.
- B. In the event of a dispute concerning the bill, the Company will require the Customer to pay a sum of money equal to the amount of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.10.2 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.12 Cancellations and Deferments of Service**

When a customer cancels or defers an order for service before the service is activated, a charge applies that will allow the Company to recover its unrecovered costs, including but not limited to outside vendor charges, engineering, labor, materials, and equipment. Charges apply as follows:

**2.12.1 Cancellation**

In a cancellation situation, the charge is equal to the unrecoverable costs incurred prior to the request for cancellation and the costs of removal, restoration, and disposal, if any, to comply with the cancellation. Those costs include, but are not limited to, costs of outside vendors, engineering, nonrecoverable materials, and equipment expense.

**2.12.2 Deferment of Start of Service**

If a request for deferment of service is received by the Company prior to the date an order for equipment or service is placed with the Company's supplier, no charge shall apply. For deferments received by the Company subsequent to the date the order for equipment or service is placed with the Company's supplier, a monthly recurring charge based upon the costs incurred prior to the request for the deferment applies. This monthly rate shall be equal to 1 ½ %, plus recurring costs resulting directly from the deferral such as storage, taxes, etc. In addition, any extraordinary nonrecurring costs resulting from the deferral, such as additional engineering, labor, and transportation shall be billed in total. Billing shall start at the beginning of the month of deferment and extend to the start of service.

Charges shall not exceed the monthly rate that would have applied had the service been established. The Company will also charge the Customer who defers service any and all rates and charges incurred by the Company for any leased facilities for which the Company is held responsible. The Company will make a good faith effort to minimize those rates and charges whenever possible.

**2.13 Special Promotions**

From time to time the Company may engage in special promotions of limited duration not exceeding ninety (90) days. These promotions may be in the form of waived or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible customers.

**2.14 Information Service Access Blocking**

Where facilities are available, Customers have the option to block access to all "900" and "976" prefix numbers, without charge for the first block.

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SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)

2.15 Emergency Call Handling Procedures

Emergency “911” calls are not routed to the Company but are completed by the local exchange telephone company through the local network.

2.16 Universal Telephone Service Assistance Program

2.16.1 General

A. To qualify for low-income assistance, the applicant must participate in any of the following assistance programs. The Illinois Department of Human Services will certify the applicant’s participation in assistance programs 1. and 2. below for purposes of eligibility.

1. Medicaid
2. Food Stamps
3. Supplemental Security Income (SSI)
4. Federal Housing Assistance
5. Low-Income Home Energy Assistance (LIHEAP)

B. The low-income programs are funded through voluntary contributions from Illinois customers.

C. The telephone company’s verification through the Department of Human Services shall constitute proof of income eligibility.

D. The low-income assistance shall be available to only one access line per low-income household.

2.16.2 Supplemental Lifeline Assistance

A. Eligible customers may receive a discount of \$1.20 on their monthly telephone service.

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**SECTION 2 – GENERAL RULES AND REGULATIONS (CONT'D)****2.16 Universal Telephone Service Assistance Program (Cont'd)****2.16.3 Voluntary Contributions**

- A. Customers wishing to participate in the funding of UTSAP may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the Customer's telephone bill. The voluntary contribution shall not reduce the Customer's telephone bill. The voluntary contribution shall not reduce the Customer's total monthly amount due the Company for telephone services or other charges.
1. Residential customers may elect to contribute on a monthly basis:
    - (a) \$0.50
    - (b) \$1.00
    - (c) \$2.00
    - (d) \$5.00
  2. Business customers may elect to contribute on a monthly basis:
    - (a) \$1.00
    - (b) \$5.00
    - (c) \$10.00
    - (d) \$25.00
- B. Customers may elect to discontinue or change the amount of monthly contributions on their bill at any time upon providing at least 30 days' notice to the Company.
- C. Failure by the Customer in any month to remit the entire billed amount shall reduce the UTSAP contributions accordingly.

**2.17 ITAC Supplement Charge**

Pursuant to the Order dated April 19, 2019, of the Illinois Commerce Commission in Docket 19-0207, the Company shall impose a supplemental charge of 2 cents (\$0.02) per month per line for all Illinois telecommunications carriers, including wireless carriers (other than prepaid wireless carriers) and VoIP residential subscriber lines, a charge of .2 cents (\$0.02) per VoIP business subscriber lines, a charge of .04 cents (\$0.004) per line for all Centrex lines and a charge of 10 cents (\$0.10) per PBX trunk. Charges for services provisioned by T-1 lines and other advanced services shall mirror the Company's application of 9-1-1 charges. The assessment on prepaid wireless transactions is established at .07% of prepaid retail transactions, to be implemented by the Illinois Department of Revenue. These charges shall be effective with bills rendered or transactions occurring on or after July 1, 2019 or at the beginning of the first cycle after July 1, 2019.

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## SECTION 3 – SERVICES AND PRICES

## 3.1 Service Ordering Charges

Service ordering charges are applied to Customers upon a request for service and when a Customer requests subsequent facility, software or account changes.

## 3.1.1 New Orders

## A. Establish Charge

	Residence	Business	Foreign District and Foreign Exchange Svc.	WATTS	DDS
	\$17.01-\$34.02	\$14.12-\$28.04	\$164.77-\$329.54	\$32.60-\$65.29	\$113.65-\$227.30
Add or Change	\$3.68-\$19.99	\$4.00-\$19.99	\$101.33-\$202.66	\$19.58-\$29.10	
Record Work Only	\$5.46-\$10.92	\$5.00-\$10.00	\$30.22-\$60.44	\$25.40-\$50.80	

## B. Line Connection Charge

	Residence	Business	Foreign District and Foreign Exchange Svc.	WATTS	DDS
Establish or add/change	\$21.78-\$59.00	\$18.62-\$59.00	\$255.33-\$510.66	\$61.89-\$123.78	\$59.93-\$119.86

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SECTION 3 – SERVICES AND PRICES (CONT'D)

3.2 Exchange Access

Basic Exchange Access Service provides a customer with a voice-grade communications channel and a unique telephone number address on the public-switched telecommunications network. An Exchange Access Service allows a user to:

- A. receive calls from other stations on the public-switched telecommunications network;
- B. access other services offered by the Company as set forth in this price list;
- C. access certain interstate and international calling services provided by the Company;
- D. access (at no additional charge) the operators contracted for by the Company;
- E. access (at no additional charge) emergency services by dialing 0- or 9-1-1; and
- F. access services provided by other common carriers which interconnect with the Company pursuant to price list, agreement, or some other Company-approved manner.

Basic Exchange Access Service provides the Customer with a single, voice-grade communications channel connecting the Customer's premises and the Company's designated carrier's central office.

Basic Exchange Access Service customers are entitled to a voice-grade communications channel. Provision of this service does not guarantee a customer access to any other facility requirement, including a communications path capable of supporting data transmissions.

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## SECTION 3 – SERVICES AND PRICES (CONT'D)

## 3.3 Clear Rate National Unlimited

Package includes the following:

- Unlimited Local Service
- Unlimited Long Distance
- \*69 – Auto Callback
- 3-Way Calling
- Call Forwarding – Variable
- Call Waiting
- Call Waiting ID
- Caller ID w/Name Display Unlimited
- Line Manager – Inside Wire Plan
- Repeat Dialing/Busy Redial
- Voicemail

	Residence	Business
Package Price	\$152.00 - \$304.00	\$132.00 - \$264.00

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