

Tariff Schedule Applicable to  
Interexchange Telecommunications Services Furnished by  
**FIBERNET, LLC (“FiberNet”)**  
**Toll-Free No.: 1-800-320-6144**

Between Points Within the State of Maryland

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Issued: 1/16/04

By:

Virgil E. Parsons, President  
211 Leon Sullivan Way  
Charleston, West Virginia 25301

Effective: 3/24/04

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**TARIFF 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 tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 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 on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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**CHECK SHEET**

Sheets 1 through 36 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
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\* - indicates those pages included with this filing.

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**SECTION 1.0 -GENERAL****1.1 Explanation of Symbols**

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

**1.2 Application of the Tariff**

**1.2.1** This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.

**1.2.2** The Company's service territory is statewide.

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**SECTION 1.0 -GENERAL, (CONT'D.)****1.3 Definitions**

- 1.3.1 “Access Line”** An arrangement which connects the Customer's telephone to a Company designated switching center or point of presence.
- 1.3.2 “Aggregator”** A person, firm, corporation, or other legal entity which contracts with Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this Tariff.
- 1.3.3 “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.
- 1.3.4 “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 Tariff.
- 1.3.5 “Calling Card Call”** A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- 1.3.6 “Carrier,” “Company” or “Utility”** refers to FiberNet, LLC.
- 1.3.7 “Collect Billing”** A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges.
- 1.3.8 “Commission”** means the Maryland Public Service Commission.

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**SECTION 1.0 -GENERAL, (CONT'D.)****1.3 Definitions, (Cont'd.)**

- 1.3.9 “Completed call”** is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.10 “Customer”** means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.11 “End User”** Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this Tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.
- 1.3.12 “FiberNet”** Used throughout this tariff to refer to FiberNet, LLC.
- 1.3.13 “LATA”** Local Area of Transport and Access.
- 1.3.14 “LEC”** Local Exchange Company.
- 1.3.15 “Residential”** customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.16 “Service”** means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.17 “Station”** means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

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**SECTION 1.0 -GENERAL, (CONT'D.)****1.3 Definitions, (Cont'd.)**

**1.3.18 “Switched Access Origination/Termination”** Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**1.3.19 “Time period”** means the interval of hours that distinguish day, evening, night, and weekend rate periods.

**1.3.20 “V & H”** Geographic points which defines the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer location to the Company network. The Customer shall be responsible for all charges due for such service arrangements.

Company services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Obligations of the Customer****2.2.1 The customer shall be responsible for:**

**2.2.1.1** The payment of all applicable charges pursuant to this tariff;

**2.2.1.2** Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

**2.2.1.3** Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)****2.2.1 The customer shall be responsible for: (Cont'd.)**

**2.2.1.4** Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

**2.2.1.5** Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

**2.2.1.6** Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Obligations of the Customer, (Cont'd.)**

- 2.2.2** With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
- 2.2.2.1** Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
- 2.2.2.2** Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3** The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.2.4** The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 2.2.5** Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of the Company**

**2.3.1** In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

**2.3.2 Service Irregularities**

**2.3.2.1** The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

**2.3.2.2** The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

**2.3.3 Claims of Misuse of Service**

**2.3.3.1** The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

**2.3.3.2** The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of the Company, (Cont'd.)****2.3.4 Defacement of Premises**

**2.3.4.1** The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

**2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations**

**2.3.5.1** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

**2.3.6 Service at Outdoor Locations**

**2.3.6.1** The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liability of the Company, (Cont'd.)****2.3.7 Warranties**

**2.3.7.1** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**2.3.7.2** Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

**2.3.8 Limitation of Liability**

**2.3.8.1** Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

**2.4 Application for Service****2.4.1 Minimum Contract Period**

**2.4.1.1** Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Application for Service, (Cont'd.)****2.4.1 Minimum Contract Period, (Cont'd.)**

**2.4.1.2** Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

**2.4.1.3** The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

**2.4.2 Cancellation of Service**

**2.4.2.1** Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

**2.4.2.2** Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

**2.4.2.2.A** The total costs of installing and removing such facilities; or

**2.4.2.2.B** The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

**2.4.2.3** Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Payment for Service**

- 2.5.1** The Company will bill customers directly. The Company's toll free customer service number will appear on the customer bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.
- 2.5.2** The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3** The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.
- Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4** If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Deposits**

- 2.6.1** FiberNet does not collect customer deposits.
- 2.6.1** The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01 as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.
- 2.6.2** In order to establish credit, the carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:
- 2.6.2.1** Was a customer of a Maryland utility for at least 12 months within the preceding 2 years;
  - 2.6.2.2** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.2.3** Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
  - 2.6.2.4** Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3** The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by Code of Maryland Regulations 20.30.02. as amended from time to time.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Deposits, (Cont'd.)**

- 2.6.4** In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.1** Was a customer of a Maryland utility within the preceding 2 years;
  - 2.6.4.2** Does not currently owe any outstanding bills for utility service to a utility doing business in Maryland;
  - 2.6.4.3** Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
  - 2.6.4.4** Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5** Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6** Customer deposits shall be maintained in a bank located in Maryland. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

**2.7 Late Payment Charges**

- 2.7.1** The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.
- 2.7.2** Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3** The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Late Payment Charges, (Cont'd.)**

**2.7.4** Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

**2.8 Customer Complaints and Billing Disputes**

**2.8.1** Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

**2.8.2** Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations  
Maryland Public Service Commission  
6 St. Paul Street  
Baltimore, MD 21202

410-767-8028 (Office of External Relations)  
410-767-8000 (Main PSC number)  
1-800-492-0474 (Toll-free PSC number)

**2.8.3** The Company provides the following toll free number (800-320-6144) for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

**2.8.4** The Company will not collect attorney fees or court costs from customers.

**2.9 Allowance for Interruptions in Service**

**2.9.1** Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Taxes and Fees**

- 2.10.1** All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.10.2** If a municipality, other political subdivision or local agency of government, or the Commission imposes 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, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.10.3** Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

**2.11 Returned Check Charge**

The charge for a returned check is \$25.00.

**2.12 Directory Assistance Call Allowance**

Residential customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

**2.13 Special Customer Arrangements**

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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211 Leon Sullivan Way  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Termination of Service:****2.14.1 Denial of Service Without Notice**

The Company may discontinue service without notice for any of the following reasons:

- 2.14.1.1** Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.14.1.2** Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.14.1.3** Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.14.1.4** Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.14.1.5** Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

**2.14.2 Denial of Service Requiring Notice**

- 2.14.2.1** The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
  - 2.14.2.1.A** Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

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211 Leon Sullivan Way  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Termination of Service: (Cont'd.)****2.14.2 Denial of Service Requiring Notice, (Cont'd.)**

**2.14.2.1.B** Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

**2.14.2.1.C** Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

**2.14.2.1.D Non-payment of Bill**

**2.14.2.1.D.1** For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

**2.14.2.1.D.2** In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

**2.14.2.1.D.3** Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Termination of Service: (Cont'd.)****2.14.2 Denial of Service Requiring Notice, (Cont'd.)****2.14.2.1.D Non-payment of Bill, (Cont'd.)**

**2.14.2.1.D.4** Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

**2.14.2.1.D.5** Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

**2.14.2.1.D.6** Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Code of Maryland Regulations 20.45.04.

**2.14.3 Insufficient Reasons for Denial of Service**

**2.14.3.1** **The following may not constitute cause for refusal of service to a present or prospective customer:**

**2.14.3.1.A** Failure of a prior customer to pay for service at the premises to be serviced;

**2.14.3.1.B** Failure to pay for a different class of service for a different entity;

**2.14.3.1.C** Failure to pay the bill of another customer as guarantor of that bill;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Termination of Service: (Cont'd.)**

**2.14.3 Insufficient Reasons for Denial of Service, (Cont'd.)**

**2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer: (Cont'd.)**

**2.14.3.1.D** Failure to pay directory advertising charges;

**2.14.3.1.E** Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

**2.14.3.1.F** Failure to pay an outstanding bill that is over 7 years old, unless the:

**2.14.3.1.F.1** Customer signed an agreement to pay the outstanding bill before the expiration of this period;

**2.14.3.1.F.2** Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

**2.14.3.1.F.3** Outstanding bill is for service obtained by the customer by means of an application made:

**(i)** In a fictitious name,

**(ii)** In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Termination of Service: (Cont'd.)**

**2.14.3 Insufficient Reasons for Denial of Service, (Cont'd.)**

**2.14.3.1 The following may not constitute cause for refusal of service to a present or prospective customer: (Cont'd.)**

**2.14.3.1.F** Failure to pay an outstanding bill that is over 7 years old, unless the: (Cont'd.)

**2.14.3.1.F.3** Outstanding bill is for service obtained by the customer by means of an application made: (Cont'd.)

**(iii)** In the name of a third party without disclosing that fact or without bonafide authority from the third party, or

**(iv)** Without disclosure of a material fact or by misrepresentations of a material fact.

**2.14.3.2** This regulation applies to both residential and nonresidential classes of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.15 Unlawful Use of Service**

**2.15.1** Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

**2.15.1.1** An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

**2.15.1.2** The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

**2.15.2** If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

**2.16 Interference with or Impairment of Service**

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Telephone Solicitation by Use of Recorded Messages**

**2.17.1** Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

**2.18 Incomplete Calls**

**2.18.1** There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

**2.19 Overcharge/Undercharge**

**2.19.1** Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

**2.19.2** When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 Trial Services**

**3.1.1** The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

**3.2 Promotional Offerings**

**3.2.1** The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

**3.3 Individual Case Basis (“ICB”) Offerings**

**3.3.1** The tariff may not specify the price of a service in the tariff as “ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.4 Flat Rate Outbound Service**

Flat Rate Outbound Service is a direct dial outbound service available to Customers who subscribe to the Company's local exchange service. Rates are not time-of-day or distance sensitive. Calls are billed in six (6) second increments, with an initial period for billing purposes of six (6) seconds.

**3.5 Flat Rate Inbound Service**

Flat Rate Inbound Service is a toll free service for inbound calling (800/877/888), available to Customers who subscribe to the Company's local exchange service. Calls are billed in six (6) second increments with an initial period for billing purposes of six (6) seconds. Rates are not time-of-day or distance sensitive. Calls originate from any intrastate location over a toll free number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller.

**3.6 Travel Card Service**

Travel Card Service is available to Customers who subscribe to the Company's local exchange service. Travel Card Service is used for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments with an initial period for billing purposes of thirty (30) seconds.

**3.7 Directory Assistance**

Directory Assistance is available to FiberNet Customers. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Residential customers receive six (6) free directory assistance calls per month. In addition, two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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**SECTION 4 - RATES AND CHARGES****4.1 Calculation of Rates**

- 4.1.1** 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 information provided by Verizon - Maryland, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 4.1.2** Timing of calls begins when the call is answered at the called station. 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.
- 4.1.3** There is no variation in call rates based on time-of-day or day-of-week.

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**SECTION 4 - RATES AND CHARGES, (CONT'D.)****4.2 Dial-Around Compensation Surcharge for Payphones**

**4.2.1 A Dial-Around Compensation Surcharge** applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

**4.2.2 The Surcharge does not apply to:**

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

**4.2.3** The Dial Around Compensation Surcharge rate is \$0.25 per call.

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211 Leon Sullivan Way  
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**SECTION 4 - RATES AND CHARGES, (CONT'D.)**

**4.3 Flat Rate Outbound Service**

Rate per minute: \$0.060

**4.4 Flat Rate Inbound Service**

Rate per minute: \$0.060

**4.5 Travel Card Service**

Rate per minute: \$0.25

**4.6 Directory Assistance**

Rate per call: \$0.075

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