

**tw telecom**

Issued by:

Don Shepheard, VP – Federal Regulatory Affairs

Interstate Terms and Conditions

Original Title Page

Effective: July 1, 2008

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## Terms and Conditions of Interstate Service

Provided by

**tw telecom**

These Terms and Conditions specify the regulations, terms and conditions for the provision of interstate communications services by the Issuing Carriers between one or more stations in different states on the mainland United States, including the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands (CNMI).

These Interstate Terms and Conditions are provided in accordance with *The Policy and Rules Concerning the Interstate, Interexchange Marketplace, Implementation of Section 245(g) of the Communications Act of 1934*, CC Docket 96-61, Second Report and Order, 11 FCC Rcd 20730 (1996).

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## CHECK SHEET

The pages of these Interstate Terms and Conditions listed below are effective as of the date shown. Revised sheets contain all changes from the original Interstate Terms and Conditions that are in effect as of the date indicated.

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**ISSUING CARRIERS**

tw telecom holdings inc.  
tw telecom of alabama llc  
tw telecom of arkansas llc  
tw telecom of arizona llc  
tw telecom of california l.p.  
tw telecom of colorado llc  
tw telecom of d.c. llc  
tw telecom of florida l.p.  
tw telecom of georgia l.p.  
tw telecom of hawaii lp  
tw telecom of idaho llc  
tw telecom of illinois llc  
tw telecom of indiana l.p.  
tw telecom of kansas city llc  
tw telecom of kentucky llc  
tw telecom of louisiana llc  
tw telecom of maryland llc  
tw telecom of minnesota llc  
tw telecom of mississippi llc  
tw telecom of nevada llc  
tw telecom of new jersey l.p.  
tw telecom of new mexico llc

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**ISSUING CARRIERS (cont'd)**

**tw telecom of new york l.p.**  
**tw telecom of north carolina l.p.**  
**tw telecom of ohio llc**  
**tw telecom of oklahoma llc**  
**tw telecom of oregon llc**  
**tw telecom of south carolina llc**  
**tw telecom of tennessee llc**  
**tw telecom of texas llc**  
**tw telecom of utah llc**  
**tw telecom of virginia llc**  
**tw telecom of washington llc**  
**tw telecom of wisconsin l.p.**

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## EXPLANATION OF SYMBOLS

### SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of these Interstate Terms and Conditions with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.
- (Z) To signify a correction.

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### **ABBREVIATIONS**

- ANI - Automatic Number Identification; the codes transmitted between carriers that indicate the telephone number of the originating line.
- ICB - Individual Case Basis.
- LATA - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.
- LEC - Local Exchange Company.

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## SECTION 1 - DEFINITIONS

The following definitions are applicable to these Interstate Terms and Conditions:

**Access Code** - Denotes a uniform code assigned by the Company to an individual Customer. The code may have the form 10XXX, 101XXX, 950-0XXX, 1-800/888-NXX-XXX, etc.

**Access Line** - An arrangement which connects the Customer's location to a Company switching center or point of presence.

**Account** - The Customer who has agreed, verbally or by signature, to honor the terms of service established by the Company. An account may have more than one access code billed to the same Customer address.

**Answer Supervision** - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Business Line Termination** - For use with inbound service only. Incoming calls are routed directly to the Customer's existing local exchange line. No dedicated access terminations are required.

**Call** - A Customer attempt for which the complete address code is provided to the service end office.

**Commission** - The Federal Communications Commission.

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### **SECTION 1 - DEFINITIONS** *(cont'd)*

**Company or Carrier** – A tw telecom issuing carrier, unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Interstate Terms and Conditions and Price List(s). See also Subscriber.

**Dedicated Access** - See Special Access.

**Dedicated Long Distance** - The direct dial service of the Company's digital network via a DS1 connection between the Company's switch and the carrier's nearest hub.

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

**Equal Access** - The ability of the Carrier to serve End Users on a presubscribed basis rather than through the use of dial access codes.

**Interstate** - For the purposes of these Interstate Terms and Conditions, the term Interstate applies to the regulatory jurisdiction of services used for communications between locations located in different states within the United States or between one or more locations in the United States and one or more international locations.

**LATA** - Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**Message** - A Message is a Call as defined above.

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Effective: July 1, 2008**SECTION 1 - DEFINITIONS** *(cont'd)*

**Premises** - A building or buildings on contiguous property.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

**Special Construction** - Service configurations specifically designed and constructed at a Customer's request.

**Subscriber** - The person, firm, Customer, corporation or other entity that arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others under the provisions of these Interstate Terms and Conditions.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature Group access is billed to the interexchange carrier.

**Switched Services** - Services provided to Customers that utilize the Company's switching equipment or Access Service for the origination of interstate, interLATA toll calls.

**Switchless Services** - Services provided to Customers that utilize another carrier's switching equipment or Access Service for the origination of interstate, interLATA toll calls.

**tw telecom** - Any Issuing Carrier of these Interstate Terms and Conditions.

**United States** - The contiguous United States, Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands, Guam and the Commonwealth of the Northern Mariana Islands (CNMI).

**SECTION 2 - TERMS AND CONDITIONS**

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**SECTION 2 – TERMS AND CONDITIONS**

**2.1 Undertaking of the Company**

The Company's service is furnished to Customers for interstate communications. Service may be provided via a switched or switchless environment. The Company's service is available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of service to the Customer in accordance with the terms and conditions specified herein and in the Company's Price List(s).

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.2 Limitation On Service**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of these Interstate Terms and Conditions. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with these Interstate Terms and Conditions.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control as set forth in Section 2.12.4 below or when service is used in violation of provisions of these Interstate Terms and Conditions or any applicable state or federal law or regulation.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in these Interstate Terms and Conditions, shall not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes or communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer, that are transmitted over the Company's network without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

**2.2 Limitation On Service** *(cont'd)*

**2.2.5** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

**2.3 Assignment or Transfer**

All service provided under these Interstate Terms and Conditions is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained herein shall apply to all such approved transferees or assignees.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.4 Location of Service**

Service originates and terminates at locations within the United States.

**2.5 Use of Service**

**2.5.1** Service may be used for any lawful purpose by the Customer or by any End User.

**2.5.2** The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company.

**2.5.3** Recording of telephone conversations of service provided by the Company under these Interstate Terms and Conditions is prohibited except as authorized by applicable federal, state and local laws.

**2.5.4** Any service provided under these Interstate Terms and Conditions may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered by it or billed to its account(s) pursuant to these Interstate Terms and Conditions, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.6 Discontinuance and Restoration of Service**

Service will be provided until canceled by the Customer, in writing, or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before such termination of service.

**2.6.1 Cancellation by the Customer**

Customer may cancel service by providing 30 days written notice to the Company. If the Customer terminates service prior to completion of the term, the Customer will be liable for charges for the balance of the term based on an average of all previous months' usage. If the Customer's service is terminated prior to the completion of the term shown above, the amount of the cash deposit for long distance service will be applied to termination charges.

**2.6.2 Cancellation by the Company**

- A.** For Nonpayment of Amounts Due: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
- B.** For Returned Checks: Any Customer whose check or draft is returned unpaid for any reason after two attempts at collection shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.6 Discontinuance and Restoration of Service** *(cont'd)***2.6.2 Cancellation by the Company** *(cont'd)*

- C.** For any violation of law or of any of the provisions governing the furnishing of service under these Interstate Terms and Conditions: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
  
- D.** For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.6 Discontinuance and Restoration of Service** *(cont'd)***2.6.3 Restoration of Service**

- A.** If service has been discontinued for nonpayment or as otherwise provided herein, the Company may, at its discretion and upon the Customer's request, restore service upon payment of all past due amounts and the correction of the event which gave rise to the initial termination of service. The Company may require the Customer to pay a deposit prior to the restoration of service.
- B.** Restoration of disrupted services shall be in accordance with Federal Communications Commission Rules and Regulations, which specify the priority system for such activities.

**2.7 Cancellation of Application for Service**

No charge applies where the Customer or applicant cancels an application for service prior to receipt of final order confirmation (FOC) or prior to the start of special construction.

If the Customer cancels service after the Company has commenced installation of service (i.e., after issuance of the FOC), a cancellation charge equal to the costs incurred by the Company may apply, but in no case shall such charge exceed the charge for the applicable installation charges.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.8 Payment and Credit Regulations****2.8.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service.

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

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Effective: July 1, 2008

**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

**2.8 Payment and Credit Regulations** *(cont'd)*

**2.8.1 Payment Arrangements** *(cont'd)*

The Customer shall be responsible for all calls placed by any person by or through Customer's equipment. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via its authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.8 Payment and Credit Regulations** *(cont'd)***2.8.2 Deposits**

The Company, to safeguard its interests, may require a Customer to make a cash deposit, or to post a bond, prior to the provision of service. The deposit will be held by the Company as guarantee for payment of future charges.

Deposits will not be requested based on the Customer's race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.

A cash deposit may not exceed the estimated charges applicable to a two month period of service. The payment of a deposit in no way relieves the Customer from complying with the Company's requirement for the prompt payment of bills.

After the Customer has established a twelve-month prompt payment record and upon the Customer's written request, the deposit will be refunded or credited to the Customer's account. Upon termination of the Customer's service under Section 2.6 above, Customer's deposit will be applied to the outstanding balance of Customer's account. Any amount remaining after satisfaction of Customer's account will be returned to the Customer.

The Company retains the right to require additional cash deposit amounts should the Customer's billing history prove to be greater than originally estimated. Should a Customer fail to pay the additional amount, service may be terminated at the discretion of the Company.

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**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

**2.8 Payment and Credit Regulations** *(cont'd)*

**2.8.2 Deposits** *(cont'd)*

Interest on deposits will be paid as required by federal law or Commission rules and regulations.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.8 Payment and Credit Regulations** *(cont'd)***2.8.3 Taxes and Fees**

- A.** All applicable taxes, surcharges and fees will be listed as separate line items on the Customer's bill.
- B.** Telecommunications services provided by the Company are subject to a monthly federal Universal Service Fund (USF) surcharge. This amount will be listed as a separate line item on the Customer's bill.

The USF Fee will not be applied to services sold by the Company to a Customer for resale for which the Customer has filed a Universal Service Worksheet, unless the Customer has a de minimis exemption which exempts the Customer from paying directly into the fund. These percentages will be subject to periodic adjustment.

- C.** The Federal Subscriber Line Charge of \$3.50 per line will be listed as a separate line item on the Customer's bill.

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## **SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

### **2.9 Claims and Disputes**

Objections to billed charges must be reported to the Company within 120 days of receipt of billing. Any claim not filed within this time period shall be deemed waived. Claims must include all supporting documentation and may be submitted online at <http://customers.twtelecom.com/disputes/> or by telephone at 1-800-565-8982. The Company shall make adjustments to Customer's invoice to the extent that circumstances existing which reasonably indicate that such changes are appropriate.

### **2.10 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and is requested by the Customer.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.11 Interconnection**

- 2.11.1** Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 2.11.2** Interconnection with the services or facilities of other common carriers shall be completed in accordance with these Interstate Terms and Conditions, and the rules and regulations or tariffs of the other common carrier.
- 2.11.3** The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results in, or may result in harm to, the Company's facilities, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the Customer's service.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.12 Liability of the Company**

- 2.12.1** The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, or terminating the service shall not exceed an amount equal to the charges applicable under these Interstate Terms and Conditions and the applicable Company Price List(s) (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.12.2** In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.12.3** When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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Effective: July 1, 2008

**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

**2.12 Liability of the Company** *(cont'd)*

**2.12.4** The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Commission's Rules and Regulations.

**2.12.5** The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users or customers, or by facilities or equipment provided by the Customer.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.13 Liability of the Customer**

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney's fees) against:

- A.** Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- B.** Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- C.** All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, End Users or customers, in connection with any service or facilities or equipment provided by the Company.

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**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

**2.14 Obligations of the Customer**

**2.14.1 Damages**

The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under these Interstate Terms and Conditions caused by the negligence or willful act of the Customer, or resulting from improper use of the Company's facilities, or due to malfunction of any facilities or equipment provided by other than the Company, except that no Customer shall be liable for another Customer's actions.

**2.14.2 Ownership of Facilities**

Facilities utilized by the Company to provide service under these Interstate Terms and Conditions shall remain the property of the Company.

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Effective: July 1, 2008

## **SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

### **2.14 Obligations of the Customer** *(cont'd)*

#### **2.14.3 Testing**

The service provided under these Interstate Terms and Conditions shall be made available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. No credit will be allowed for any interruption during such tests and adjustments.

#### **2.14.4 Design of Customer Services**

The Customer shall be responsible for its own expense for the overall design of its service and for any redesigning or rearrangements of its service which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

#### **2.14.5 Network Contingency Coordination**

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications service.

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Effective: July 1, 2008**SECTION 2 - TERMS AND CONDITIONS** *(cont'd)***2.15 Special Conditions Applicable to Toll Free Service**

- 2.15.1** If a Customer of the Company's Toll Free service is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend service temporarily and /or deny requests for additional service. The Company will give the Customer three (3) days written notice via certified mail of intent to suspend or deny service due to such non-compliance. If it is found that the Customer has obtained service without billing by withholding or delaying answer supervision, the Company reserves the right to recompute past billing based on a Company-determined surrogate for call timing.
- 2.15.2** The Customer is responsible for all charges for use of the Company's service arising from calls placed to the Customer's Toll Free Service provided under these Interstate Terms and Conditions, including any use, misuse or abuse of the Customer's service or Customer-provided systems, equipment, facilities or services interconnected to the Customer's Toll Free Service, or members of the public who dial the Customer's Toll Free number by mistake.
- 2.15.3** An applicant for the Company's Toll Free service shall supply the following information when requesting service: an initial traffic forecast, identification of anticipated busy hour, identification of geographical marketing target areas, and a schedule of marketing and promotional activities. The Company reserves the right to require quarterly forecast updates from the Customer.
- 2.15.4** The Company is not obligated to cooperate in the porting of Toll Free numbers to other common carriers when the Customer has a past due balance of uncontested Toll Free Service charges.

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Effective: July 1, 2008

## **SECTION 2 - TERMS AND CONDITIONS** *(cont'd)*

### **2.16 Liability for Calling Card Fraud**

The Customer is liable for unauthorized use of the Company's service obtained through the fraudulent use of a Company calling card, provided that the unauthorized use occurs before the Company has been notified.

The Customer liability for unauthorized use shall not exceed the lesser of \$50 or the amount of services obtained by unauthorized use prior to notification to the Company. Notwithstanding the foregoing, in situations where the Company issues ten (10) or more calling cards to a Customer for use by its employees, the Company and the Customer may agree on the Customer's liability for unauthorized use on a case by case basis without regard to this subsection.

### **2.17 Promotions**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

Effective: July 1, 2008

**SECTION 2 - TERMS AND CONDITIONS** (cont'd)**2.18 Toll Blocking**

Toll Blocking is an optional feature that permits a Customer to restrict access from its telephone lines or trunks to certain toll services. The following toll service blocking options are available to **tw telecom** long distance business Customers.

<u>Blocking Option</u>	<u>Description</u>
0+	Restricts access to IntraLATA and InterLATA calls placed through the local operator.
00+	Restricts access to IntraLATA and InterLATA calls placed through the long distance operator.
01	Restricts access to operator assisted international calls
0+ NPA+ 555	Restricts access to directory assistance. (Access to directory assistance will be permitted via 411 unless the Customer also requests 411 blocking.)
411	Restricts access to directory assistance. (Access to directory assistance will be permitted via 0+ NPA+ 555 unless the Customer also requests 0+ NPA+ 555 blocking.)
011	Restricts access to all international direct dialed calls and all direct dialed calls to the following Caribbean countries: Anguilla; Bahamas; British Virgin Islands; Dominican Republic; Jamaica; Northern Marianas Islands; St. Vincent and Grenadines; Antigua/Barbuda; Barbados; Cayman Islands; Grenada; Midway/Wake Island; St. Kitts & Nevis Islands; Trinidad and Tobago; American Samoa; Bermuda; Dominica; Guam; Montserrat; St. Lucia; and Turks & Caicos. This option includes "01" restriction for access to operator assisted international calling.