

**TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC**

This Tariff, filed with the Missouri Public Service Commission, contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for packaged local and interexchange Digital Phone Service within the State of Missouri by Time Warner Cable Information Systems (Missouri), LLC (herein, the “Company”).

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**ISSUED: April 16, 2004**

**EFFECTIVE: ~~May 31, 2004~~**  
**June 15, 2004**

Issued by: Julie Y. Patterson, Secretary  
TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC  
290 Harbor Drive  
Stamford, CT 06902

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### APPLICATION OF TARIFF

The Company's Digital Phone Service is offered solely to residential Customers who are subscribers to Time Warner Cable's high-speed cable modem data service and/or CPST or Digital Cable video television service. Customers may subscribe for Digital Phone Service under a flat-rate plan that will provide unlimited, non-usage-sensitive, non-time-of-day-sensitive local and long distance calling throughout the continental United States. Service, features and functions will be provided where Company facilities, including, but not limited to, billing and technical capabilities, are available.

The Company will offer Digital Phone Service to its high-speed cable modem data customers and/or CPST or Digital Cable video television customers in the exchanges served by Southwestern Bell Telephone Company ("SWBT") to the extent that it has the facilities and technical capability to serve those areas.

### LISTING OF WAIVERS

Consistent with the Commission's treatment of other certificated competitive local exchange telecommunications companies, the Company requests that the following statutes and regulations be waived for the Company and its local exchange service offerings:

<u>Statutes</u>	<u>Missouri Public Service Commission Rules</u>
392.210.2	4 C.S.R. § 240-3.500(5)(C)
392.240(1)	4 C.S.R. § 240-3.545(2)(C)
392.270	4 C.S.R. § 240-10.020
392.280	4 C.S.R. § 240-30.040
392.290	4 C.S.R. § 240-33.030
392.300.2	
392.310	
392.320	
392.330	
392.340	

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**SYMBOLS**

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

- (D) – To signify “deleted” or “discontinued” rate or text.
- (I) – To signify change resulting in an “increase” in rate or charge.
- (M) – To signify text “moved” from another Tariff location without change in text or rate.
- (N) – To signify “new” rate or text.
- (R) – To signify change resulting in a “reduction” in rate or charge.
- (T) – To signify change in “text,” but no change in rate or charge.

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added to the preceding sheet number. For example, a new sheet added between Sheet No. 3 and Sheet No. 4 would be numbered Sheet No. 3.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet No. 3 cancels 3rd Revised Sheet No. 3.
- C. Paragraph Numbering Sequence - There are nine (9) levels of paragraph coding associated with this Tariff. Each level of coding is subservient to the next higher level:
  - 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
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1. **TECHNICAL TERMS AND ABBREVIATIONS.**

1.1 **Explanation of Abbreviations and Acronyms.**

Cont'd – Continued  
IXC – Interexchange Carrier  
ICO – Independent Company  
ICE – Independent Company Exchange  
LATA – Local Access and Transport Area  
LEC – Local Exchange Company  
MPSC - Missouri Public Service Commission  
MTS – Message Telecommunication Service  
NPA – Numbering Plan Area  
PIC – Primary Interexchange Carrier  
TDD – Telephone Device for the Deaf  
TRS – Telecommunications Relay Service

1.2 **Definition of Terms.**

**Commission (MPSC):** The Missouri Public Service Commission.

**Company:** Time Warner Cable Information Services (Missouri), LLC, d/b/a Time Warner Cable.

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

**Customer:** The person or persons who orders Service and are responsible for payment of charges due and compliance with the Company's Tariff regulations. This term also includes a person or persons who were Customers of the Company within the past 30 days and who requests Service at the same or different location.

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**Customer-Provided Equipment (CPE):** Equipment provided by the Customer for use with the Company's Services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

**Digital Phone Service:** The provision to the Customer of access to the Company's Internet Protocol voice network and the public switched telephone network for the purpose of sending and receiving calls. This access is achieved through the use of Time Warner Cable's facilities.

**End User:** Any Customer that is not a carrier, except that a carrier (other than a telephone company) shall be deemed to be an "End User" when such carrier uses the Company's Service for administrative purposes.

**Message:** A completed telephone call.

**Nonrecurring Charge:** A one-time charge made under certain conditions to recover all or a portion of the cost of installing facilities or providing Service.

**Recurring Charge:** The monthly charge to the Customer for Services, facilities and equipment, which continue for the agreed upon duration of the Service.

**Service:** The Digital Phone Service(s) provided by the Company under this Tariff.

**Termination of Service:** Discontinuance of both incoming and outgoing Service.

**User:** A Customer, or any other person authorized by a Customer to use Service provided under this Tariff.

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2. **RULES AND REGULATIONS.**

2.1 **Undertaking of the Company.**

- A. This Tariff sets forth terms and conditions applicable to the furnishing of the Digital Phone Service defined herein offered by the Company within the State of Missouri. Digital Phone Service is furnished for the use of End Users in placing and receiving calls within the State of Missouri.
- B. When Services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply only to that portion of the service or facilities furnished by it.
- C. When Services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another company, or are used by another company as part of the regulated or unregulated services offered by that company, the regulations of the Company apply only to the use of the Company's Services and facilities.
- D. This Tariff applies only for the use of the Company's Services within the State of Missouri. This includes the use of the Company's network to complete an end-to-end call within the State of Missouri and to obtain access to the intrastate and interstate Toll Call services offered by the Company.
- E. The provision of Digital Phone Service defined herein is subject to regulations specified in this Tariff and may be revised, added to, or supplemented by superseding issues.

- 2.1.1 **Shortage of Equipment or Facilities.** The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and technical capabilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain

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from carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.1.2 **Terms and Conditions.**

- A. Digital Phone Service is offered strictly as an optional feature to residential customers subscribing to Time Warner Cable's high-speed cable modem data service and/or CPST or Digital Cable video television service. In order to be eligible for Digital Phone Service, applicants for Service from the Company are solely responsible for arranging and paying for the installation of Time Warner Cable cable modem service and/or CPST or Digital Cable video television service and maintaining such service in good standing. Customers are responsible for maintaining Time Warner Cable cable modem service and/or CPST or Digital Cable video television service and for paying all charges associated with such service as and when due. Digital Phone Service is not supported by an in-home back-up power source, and if the electrical power and/or Company's cable network or facilities are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of Time Warner Cable cable modem service or electric power.
- B. Digital Phone Service may not be compatible with home security systems and, in order to maintain any necessary alarm monitoring functions, the Company recommends that Customers with home security systems maintain a basic analog telephone line from their existing local exchange carrier dedicated to the alarm system. The Company is not responsible for any damage to home alarm systems that may result should Digital Phone Service be used with a home alarm system.

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- C. Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- D. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- E. In any action between the parties to enforce any provision of this Tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- F. Service may be terminated upon written notice to the Customer if the Customer is using the Service in violation of this Tariff or the law.
- G. This Tariff shall be interpreted and governed by the laws of the State of Missouri without regard for its choice of laws provision.

2.2 **Limitations.**

2.2.1 **Indemnification.**

- A. The Company shall not be liable for any claims for loss or damages involving:
  - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (c) common carriers or warehousemen;

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2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including, but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other natural catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and Services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or Services, or by means of the combination of Company-provided facilities or Services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Section 2.2;

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7. Defacement of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
  8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected, to the Company's facilities;
  9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
  10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
  11. Any act, omission or network condition resulting in the non-availability of 911, E911, or similar services for any reason including, without limitation and by way of example only, due to any failure of the Company's system, interruption of Time Warner Cable cable modem service or interruption of electric service to Customer's premises (Digital Phone Service is not supported by an in-home back-up power source);
  12. Any non-completion of calls due to network busy conditions or network failures;

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13. Any calls not actually attempted to be completed during any period that Service is unavailable;
  14. Blockages by other providers of services on the public switched network; and/or
  15. Any damage to a Customer's home alarm monitoring system resulting from use of that system with the Digital Phone Service. Digital Phone Service may not be compatible with home alarm monitoring systems.
- B. The Company shall be indemnified, defended and held harmless by the Customer or End User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insinuated, 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 Company or Customer equipment or facilities or Service provided by the Company.
- C. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- D. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, whether or not affiliated with the Company, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the

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Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.

- E. Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- F. The Company is not liable for any errors and omissions in local directories. In cases where a specific charge has been made for a directory listing, the Company shall not be liable for any such error or omission beyond the amount of such charge.
- G. 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.
- H. The Company will not be liable for any charge incurred when any long distance (Toll Call) carrier or alternative operator service provider accepts third-number billed or collect calls.

2.3 **Liability of the Company.**

2.3.1 **General.**

- A. Except as otherwise stated in this Tariff, liability of the Company for damages arising out of either (1) the furnishing of its Services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to

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the Customer for interruptions in Service as set forth in Section 2.7, following.

- B. Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.7, following, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service, including the inability to access emergency 911 services during any such failure, or any failure in or breakdown of facilities associated with the Service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

2.4 **Service Availability.**

- 2.4.1 **Notification of Service-Affecting Activities.** The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from a loss of power or cable damage, notification to the Customer may not be possible.

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2.4.2 **Provision of Equipment and Facilities.**

- A. The Company shall use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided to the Customer.
- D. Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided it. The service address associated with an emergency 911 call is the authorized address where the Digital Phone Service is originally provided, and Customer's movement of the equipment installed by the Company from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will therefore be limited if the Company-provided equipment is moved from the original service location.

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- E. The Customer may be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer or User when the Service difficulty or trouble reported results from the use of equipment or facilities provided by any party other than the Company, including, but not limited to, the Customer or User.
- F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer- or User-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer-Provided Equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-Provided Equipment.

2.4.3 **Ownership of Facilities.** Title to all facilities provided in accordance with this Tariff remains in the Company, its affiliates, agents or contractors.

2.5 **Obligations of the Customer.**

2.5.1 **General.**

- A. The Customer shall be responsible for:
1. the payment of all applicable charges pursuant to this Tariff;

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2. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User, or by the noncompliance by the Customer or any User with these regulations, or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
3. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of lines, facilities and associated equipment used to provide Digital Phone Service to the Customer from the Customer's property line to the location of the equipment space described above. Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;
4. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
5. making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

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2.5.2 **Prohibited Activities and Uses.**

- A. The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer or User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User immediately to shut down its transmission of signals if said transmission is causing interference to others.
- C. A Customer or User may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for Services provided pursuant to this Tariff. Such a transfer will be treated as a disconnection of existing Service and installation of new Service.

2.5.3 **Claims.** With respect to any Service or facility provided by the Company, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A. any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or either of their employees, agents, representatives or invitees; or

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- B. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of this Tariff.

2.6 **Customer Equipment and Channels.**

2.6.1 **General.** A User may transmit or receive information or signals via the facilities of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but, except as otherwise specifically stated in this Tariff, the Company does not guarantee that its Services will be suitable for purposes other than those described herein.

2.6.2 **Station Equipment.**

- A. Terminal equipment on the User's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's point of connection.
- B. The Customer is responsible for ensuring that Customer-Provided Equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. All such Customer-Provided Equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to

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prevent such damage or injury shall be provided by the Company at the Customer's expense.

- C. The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-Provided Equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-Provided Equipment.

**2.6.3 Interconnection of Facilities.**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communications services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of this Tariff and the Tariff of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this Tariff may be connected to Customer-Provided Equipment in accordance with the provisions of this Tariff.

- 2.6.4 Inspections.** If the protective requirements for Customer-Provided Equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary,

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including the suspension of Service, to protect its facilities, equipment and personnel from harm.

2.7 **Interruption of Service.**

2.7.1 **General.**

- A. Upon Customer request, the Company will credit a Customer's account for Service interruptions that are not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. Before requesting a credit, the Customer will take reasonable steps to verify that the trouble could not have been prevented by the Customer and is not in the Customer's wiring or equipment. For purposes of computing a credit, a month consists of 720 hours. The Company will credit the Customer's account at the rate of 1/720th of the monthly charge for each full hour of any interruption. In addition, for Service interruptions greater than eight (8) consecutive hours, the Company will credit the Customer's account in an amount equal to the price of one month of Service.
- B. No credit allowance will be made for:
1. interruptions due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer, User, or other common carrier providing service connected to the Service of the Company;
  2. interruptions due to the negligence of any person other than the Company, including but not limited to, the Customer or other common carriers connected to the Company's facilities;

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3. interruptions due to the failure or malfunction of non-Company equipment;
4. interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;
6. interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements; and
7. interruption of Service due to circumstances or causes beyond the control of the Company.

2.8 **Payment Arrangements.**

2.8.1 **Payment.** The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer.

2.8.2 **Billing and Collection of Charges.**

- A. All Customer bills are due and payable upon receipt. A bill shall be deemed delinquent if payment thereof is not received by the Company on or before the twenty first (21st) day after mailing of the bill to the customer. If any portion of the payment is received in funds which are not immediately available, then a late payment penalty of \$0.00 on all unpaid amounts not in dispute may be

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assessed by the Company, calculated at the maximum monthly rate specified under Missouri law.

- B. The Company may charge a returned check fee of \$0.00 for each check returned for nonpayment by a bank. The Company will furnish proof of the bank charge upon request.

2.8.3 **Disputed Bills.** If the Customer has a complaint, has a question about, or seeks to dispute charges, on the bill, the Customer should contact the Company at the address, telephone number, or e-mail address provided on the bill. If the Customer is not satisfied with the Company's response, the Company will advise the Customer of the formal and informal procedures available before the Missouri Public Service Commission.

2.8.4 **Discontinuance of Service.**

- A. If payment is not received within twenty one (21) days of the due date, a disconnect notice may be sent to the Customer. A written notice will be sent by first class mail at least ten (10) days prior to the proposed date of discontinuance. In the alternative, Company may deliver a written notice by hand to the customer at least ninety six (96) hours prior to discontinuance.

Company will postpone a discontinuance for a time not in excess of 21 days if the telephone is necessary to obtain emergency medical assistance for a person who is a member of the household where the service is provided and where such a person is under the care of a physician. Any person who alleges such an emergency shall, if requested, provide Company with reasonable evidence of such necessity.

- B. If the Customer's account is disconnected due to non-payment, Services may be reconnected only by paying all past due amounts, and a reconnection fee may apply.

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- C. Customers are eligible to receive the Digital Phone Service by virtue of being a Time Warner Cable video service and/or high-speed data service customer in good standing. Should the Customer fail to maintain the video services and/or high-speed data services account(s) in good standing, then the Customer will no longer be eligible to receive the Digital Phone Service and may be subject to disconnection.
- 2.9 **Taxes and Other Charges.** The Customer may be responsible for payment of any federal, state or local sales, use, gross receipts, access or other taxes, charges, surcharges (however designated), franchise and permit fees, and all taxes, fees, and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes imposed generally on the Company's net income.
- 2.10 **Qualification as Residential Usage.** The Company provides Digital Phone Service for residential use only. The Company will determine whether the Customer's proposed use is residential based on the character of the use to be made of the Service. Service is intended for reasonable residential usage by residential customers. Limitations may apply to an excessive number of calls during a fixed period, heavy usage during business hours, heavy usage concentrated over consecutive days, or usage that may be deemed to be business use. Service will not be provided where the proposed use will primarily or substantially consist of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, the use will be considered residential if installed in a residence.
- 2.11 **Use of Customer's Service by Others.**
- 2.11.1 **Residence Customers.** Services provided hereunder are provided solely for the use of the Customer and members of the Customer's household, except for occasional use of such Services by visitors and house guests. Customers may not resell such Service to a third party for any form of compensation.

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- 2.11.2 **Transfers and Assignments.** Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company. Transfer of all or a portion of a Customer's account, the Digital Phone Service or the Company's equipment by the Customer to any other person or entity, or to a new residence or other location, is prohibited. The address associated with an emergency 911 call is the authorized address where the Digital Phone Service is originally provided, and movement of the Company-supplied equipment from the original service location will result in the identification of emergency 911 calls from the original service location. Access to emergency 911 services will be limited if the voice-enabled cable modem is moved from the original service location.
- 2.12 **Cancellation of Service.** If a Customer cancels a service order or terminates Services before the completion of the term for any reason whatsoever other than a Service interruption (as defined in Section 2.7), the Customer agrees to pay to the Company:
- A. all nonrecurring charges as specified in this Tariff, plus
  - B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer, plus
  - C. all recurring charges specified in this Tariff for the balance of the then-current term on a pro-rated basis.
- 2.13 **Notices and Communications.** All notices or other communications required to be given pursuant to this Tariff will be delivered via e-mail and first-class mail. The Company or the Customer shall advise the other party of any changes to the

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addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.14 **Special Construction and Special Arrangements.**

2.14.1 **Special Construction.** Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction and special arrangements may be undertaken on a reasonable-efforts basis at the request of the Customer. Special arrangements include any service or facility relating to a regulated telecommunications service not otherwise specified under this Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions.

2.14.2 **Basis for Charges.** Where the Company furnishes a facility or Service for which a rate or charge is not specified in this Tariff, charges will be based on the costs incurred by the Company and may include:

- nonrecurring charges,
- recurring charges,
- termination liabilities, or
- combinations thereof.

The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated service of the facilities provided.

2.14.3 **Termination Liability.** To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

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3. **SERVICE DESCRIPTION.**

3.1 **Digital Phone Service.**

3.1.1 **General.**

A. Description --

1. Digital Phone Service provides a connection to the Company's Digital Phone network which enables the Customer to:
  - (a) place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's Digital Phone Service and on the public switched telephone network;
  - (b) access the Company's intrastate, interstate and international Digital Phone Service;
  - (c) access the operator service and business office for Service related assistance, access toll-free telecommunications services such as 800 toll-free calling, and access E-911 service for emergency calling; and
  - (d) originate calls to the Telecommunications Relay Service (TRS) that enables hearing or speech-impaired persons using Telephone Devices for the Deaf (TDDs) or similar devices to communicate with the hearing population not using TDDs and vice versa. A Customer will be able to access the state provider to complete such calls.

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2. Digital Phone Service is not supported by an in-home back-up power source, and if electrical power and/or Time Warner Cable's cable modem service are not operating, the Digital Phone Service, including the ability to access emergency 911 services, will not be available.
- B. The rates and charges as quoted in Section 4 for Digital Phone Service entitle the Customer to make calls within Missouri without paying a toll charge.
- C. The provision of Digital Phone Service at the rates and charges and terms and conditions shown is subject to the provisions of other sections of this Tariff.

3.1.2 **Digital Phone Service.**

- A. **General.** The Digital Phone Service provides customers with access to the Digital Phone Service as described herein, including the ability to place and receive calls (including incoming facsimile transmissions) to and from other subscribers to the Company's Digital Phone Service and on the public switched telephone network and the functionality described in Section 3.1.1 herein.
- B. **Custom Calling Features.** Custom Calling Features in (1)–(3) below are included at no additional charge as part of the Company's Digital Phone Service described in this Tariff. Accordingly, there are no monthly recurring charges associated with the features set forth below.
  1. **Call Waiting.** When a Customer is making a Call, a short spurt of tone signals the Customer that an incoming call is waiting. The tone is heard only by the Call Waiting Customer, while the incoming caller hears a regular ringing

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signal. Flashing the switchhook holds the first call while the second is answered.

2. **Caller ID.** Allows a Caller ID display unit to display the name and number of incoming calls.

When Caller ID is activated on a Customer's line, the Calling Party Directory Name and/or Number (CPN) of incoming calls are displayed at the called CPE during the first, long silent interval of the ringing cycle.

Per line blocking for blocking of CPN will be available upon request, at no charge, ONLY to the following entities for lines over which the official business of the agency is conducted, including those at the residences of employees/volunteers, where an executive officer of the agency registers a need for blocking and provides the required certification to Applicant:

- A. Private, nonprofit, tax exempt, domestic violence intervention agencies, or
- B. Federal, state, and local law enforcement agencies.

The CPN will not be transmitted from a line equipped with this capability. Per line blocking is operational on a continuous basis but can be deactivated by the Customer by dialing an access code immediately prior to placing a call. Line blocking Customer can unblock their CPN information on a per call basis, at no charge, by dialing an access code (\*82 on their touch tone pad or 1182 from a rotary phone) immediately prior to placing a call.

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A Customer may prevent the delivery of their calling name and/or number to the called party by dialing an access code (\*67 on their touch tone pad or 1167 from a rotary phone) immediately prior to placing a call. The access code will activate per call blocking, which is available at no charge. If the calling party activates blocking, the CPN will not be transmitted across the line to the called party. Instead, Calling Line Identification Customer will receive an anonymous indicator. This anonymous indicator notifies the Caller ID Customer that the calling party has elected to block the delivery of their name and telephone number. The blocking of CPN will not be provided on calls originating from Customer Owned Pay Telephones. If the Caller ID Customer also subscribes to Anonymous Call Rejection, the calling party will be routed to a telephone company recording advising the caller that the called party will not accept calls whose CPN has been blocked.

Any Customer subscribing to Caller ID will be responsible for the provision of a display device which will be located on the Customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the Customer. Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

Telephone CPN information transmitted via Caller ID is intended solely for the use of the Caller ID subscriber. Resale of this information is prohibited by this tariff. CPN will not be displayed if the called party is off-hook or if the called party answers during the first ring interval. CPN will be displayed for calls made from another central office

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only if it is linked by appropriate facilities. CPN will be displayed for calls made from another central office only if it is linked by appropriate facilities. Caller ID is not available on operator-handled calls.

3. **Call Waiting with Caller ID.** When a Customer is talking on the telephone, allows a Caller ID display unit to display the number of an incoming call. A Customer-provided visual display unit is required to interact with this feature.
4. **Call Trace.** Customers receiving annoying or anonymous calls may request (1) a telephone number change, which will be provided at no charge by company's name or (2) the capability to utilize Call Trace on a per activation basis, as needed. If a trace is successful, the Company's equipment will record the originating telephone number, and the date and time of the call. The results of the trace will be disclosed to a law enforcement agency. Call Trace is available where facilities permit.

3.1.3 **Service Area.** The Company provides service in the areas as defined below where appropriate and necessary network facilities are available.

- A. **Exchange Areas for Residential Services.** The Company provides residential services in all or portions of the following exchange Serving Wire Centers of SBC/Southwestern Bell Telephone Company and Sprint: Belton, Farley, Ferrelview, Greenwood, Kansas City, Kearney, Lee's Summit, Liberty, Platte City, Smithville and Weston.

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3.2 **Miscellaneous Digital Phone Services.**

3.2.1 **General Terms and Conditions.**

- A. The features in this section are included in the Company's Digital Phone Service offering.
- B. All features are provided subject to availability: Features may not be available with all classes of Service. Transmission levels may not be sufficient in all cases.

3.2.2 **Directory Services.**

- A. **Directory Assistance Service.** Directory Assistance Service (411) is furnished upon Customer request for assistance in determining telephone numbers. Customers will be charged for all requests, including requests for listings that are not found.
- B. **Directory Assistance Call Completion Service.** Directory Assistance Call Completion Service provides a Customer calling Directory Assistance with the option of having the call to the last requested number completed. A service message will inform the Customer that he or she may be connected to the requested number automatically for a specified additional charge.

- 3.2.3 **Directory Listing Services.** The alphabetical directory is a list of names that includes information essential to the identification of the listed party and facilitates the use of the directory. The Company reserves the right to refuse to publish listings which, in the judgment of the Company, are considered inappropriate.

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A. **Additional and Foreign Listings.**

1. Additional Listings are provided in addition to the main listing on a Digital Phone Service. Additional Listings may be used to help locate another individual in addition to the main listed person in a dual name listing.
2. Customers may request a Foreign Listing, which is a listing entered in the alphabetical list of a directory other than that in which the Customer is regularly listed.

B. **Nonlisted Service.** At the request of the Customer, any one or all of the Customer's listings normally published in the alphabetical directory will be omitted from the directory but listed in the information records available to the general public.

C. **Nonpublished Service.**

1. The numbers of Nonpublished Service are not listed in the telephone directory or in the information records available to the general public.
2. Nonpublished information may be released to emergency service providers and to entities that require the information to provide Service and/or bill their clients.

D. **Referral.** Upon disconnection of a line the Customer may request an announcement referring the caller to the Customer's new number for up to three months from the date of disconnect.

3.3 **Message Telecommunications Service.**

- 3.3.1 **General.** Subscribers to the Digital Phone Service will be entitled to place calls to any location within the continental United States (including

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the State of Missouri, as described in this Tariff, but not including the States of Alaska and Hawaii) without incurring any toll charges. Customers will be billed for calls to Alaska and Hawaii, and for international calls, in accordance with separate arrangements between the Customer and the Company.

3.4 **9-1-1 Telecommunications Service.**

3.4.1 **General.** The Company is obligated to supply the E-911 service provider in the Company's service area with accurate information necessary to update the E-911 database at the time the Company submits customer orders to the local exchange telecommunications company whose service is being resold pursuant to these tariffs.

At the time the Company provides basic local service to a Customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in order to accurately and properly update the database for E-911.

The Company will provide facilities to route calls from the end users to the proper Public Safety Answering Point. The Company recognizes the authority of the E-911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company recognizes its responsibility to E-911 administrators, to collect and remit any applicable E-911 taxes or surcharges as required in the serving areas identified per this tariff. All required E-911 taxes or surcharges will be collected and retted to the appropriate authority as required by the applicable governing body.

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4. **RATES.**

4.1 **Rates.**

4.1.1 **Service Connection and Related Charges.**

A. **General.**

1. Nonrecurring charges will apply to Customer requests for connecting, moving, or changing Service. These charges are in addition to any other scheduled rates and charges that would normally apply under this Tariff.
2. Charges for the connection, move, or change of Service may apply for work being performed during the Company's normal business hours. If the Customer requests that overtime labor be performed at a premises on the day or days of the week other than normal work hours or on holidays, or interrupts work once it has begun, an additional charge may apply based on the additional costs involved.
3. Changes in location of the Customer's Service from one premises to another may be treated as new Service connections with the appropriate Service Charges applying.
4. Connections, moves, or changes of Service that are incidental to connections, moves, or changes of Time Warner Cable high-speed modem data service will not be subject to charges under this Schedule of Rates, but may be subject to charges imposed by Time Warner Cable pursuant to the cable modem subscriber agreement.

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5. A Service Connection Charge will apply when a party already subscribing to Time Warner Cable high-speed cable modem data service requests establishment of Digital Phone Service. No Service Connection Charge will apply in the case of a party requesting the initial simultaneous establishment of both Time Warner Cable high-speed cable modem data service and Digital Phone Service.

B. **Rates and Charges.**

Nonrecurring Service Connection Charge (No Charge) \$0.00

4.1.2 **Digital Phone Service Monthly Charges.**

A. **Digital Phone Service.**

- |    |   |         |
|----|---|---------|
| 1. | Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service                                       | \$39.95 |
| 2. | Customers subscribing to Time Warner Cable high speed cable modem data service, but not subscribing to Time Warner Cable CPST or Digital Cable video television service | \$44.95 |

4.1.3 **Directory Assistance Service.**

A. **Terms and Conditions.**

1. Directory Assistance charges apply on a per call basis, with a maximum of two requested telephone numbers allowed per call.

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2. A Customer who cannot use telephone directories because of physical or mental limitations may obtain an exemption from Directory Assistance Service charges.
3. Charges do not apply for up to fifty (50) calls per billing cycle from lines serving individuals with disabilities. To obtain such exemption, the Customer shall provide the name, address, telephone number and nature of the limitation for each individual requiring the exemption. Information contained on the exemption records shall be treated as confidential by the Company. The Customer shall notify the Company when the need for an exemption no longer exists.

B. **Rates and Charges.**

- |    |  |        |
|----|--|--------|
| 1. | Per Request - Local Directory Assistance         | \$0.50 |
| 2. | Per Request - National Directory Assistance      | \$0.85 |
| 3. | Per Request - International Directory Assistance | \$6.50 |

4.1.4 **Directory Assistance Call Completion Service.**

A. **Terms and Conditions.**

1. Directory Assistance Call Completion Service is furnished only where facilities are available. Directory Assistance charges and, if applicable, normal usage charges apply in addition to a Directory Assistance Call Completion Service charge.

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2. When a caller requests more than one number from Directory Assistance, Directory Assistance Call Completion Service is offered only for the last number requested.
3. The Directory Assistance Call Completion Service charge applies only to calls actually completed.
4. The Directory Assistance Call Completion Service charge will be credited for completion of calls to the wrong number, incomplete connections or calls with unsatisfactory transmission.
5. The Directory Assistance Call Completion Service charge does not apply to disabled persons who are exempt from the Directory Assistance charge pursuant to this Tariff.

B. **Rates and Charges.**

1. Per Completed Call (No charge) \$0.00

4.1.5 **Operator Service.**

A. **General.**

1. Calls may be completed or billed with live or mechanical assistance by the Company's operator center.
2. Calls may be billed collect to the called party, to an authorized third party number, or to the originating line. Calls may be placed on a station-to-station basis, or to a specified party (Person-to-Person) or designated alternate.

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3. Charges for operator services will be credited to the Customer for calls completed to a wrong number, for incomplete connections, or for calls with unsatisfactory transmission.
4. When the Customer requests an operator to dial the called number, an Operator Dialed Surcharge will apply in addition to the applicable Service charge as set forth below.

**B. Rates and Charges.**

1. Operator Placed Direct Call \$1.50 per call
2. Person-to-Person Surcharge \$3.50 per call
3. Operator Calls per minute extra rate \$1.50 per minute
4. Busy Line Verification Service Charge \$1.25 per call
5. Emergency Interrupt Service Charge \$2.00 per call

**4.1.6 Nonlisted Service.**

- A. **Terms and Conditions.** The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused directly or indirectly by the publication of a listing which the Customer has requested be omitted from the telephone directory or the disclosing of such a listing to any person. Where such a listing is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Nonlisted Service.

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B. **Rates and Charges.**

1. Nonrecurring Charge (No charge) \$0.00
2. Monthly Charge (No charge) \$0.00

4.1.7 **Nonpublished Service.**

A. **Terms and Conditions.**

1. The customer may be subject to nonrecurring and monthly recurring charges, as specified below, for Nonpublished Service.
2. Incoming calls to Nonpublished Service will be completed only when the calling party places the call by telephone number. The Company will adhere to this condition notwithstanding any claim made by the calling party.
3. No liability for damages arising from publishing the telephone number of Nonpublished Service in the telephone directory or disclosing the telephone number to any person shall attach to the Company. Where such number is published in the telephone directory, the Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the Nonpublished Service.
4. The Customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a nonpublished telephone number upon request or by the publication of the number of a

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Nonpublished Service in the telephone directory or disclosing of such number to any person.

B. **Rates and Charges.**

1. Nonrecurring Charge (No charge) \$0.00
2. Monthly Charge (No charge) \$0.00

4.2 **Miscellaneous Rates.**

4.2.1 **Service Change Charges.** Service Change Charges apply per line when a Customer requests a change in existing Service.

- A. Telephone Number Change – A charge may apply to each Customer-requested change in telephone number.
- B. Directory Listing Change Charge – A charge may apply to each Customer-requested change in directory listing.
- C. Rates and Charges -
  1. Nonrecurring Charge for Telephone Number change (No charge) \$0.00
  2. Nonrecurring Charge for Directory Listing change (No charge) \$0.00

4.2.2 **Change of Responsibility - Terms and Conditions.** When acceptable to the Company, an applicant may supersede Service of an existing Customer where an arrangement is made by the Customer and the applicant to pay all outstanding charges against the Service. The applicant must also make arrangements to become a Time Warner Cable cable modem service customer. No non-recurring Service connection charge will be due from

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the applicant under this Tariff if the applicant becomes a Time Warner Cable cable modem service customer and a Customer for Service provided under this Tariff at the same time.

- 4.3 **Promotional Offerings.** From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, the stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings or trials, the Company may offer special rate incentives and waive all or in part the Installation/Move Charges and/or service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.

The Company will provide tariff notification to the Missouri Public Service Commission no less than seven (7) days prior to the beginning of each promotion specifying services offered, the exchange(s) within which the promotion will be offered, terms of the promotion, location, and start and end dates of each promotional campaign. The Company will offer all promotions in a non-discriminatory manner.

- 4.4 **Employee Rates.** The Company may offer special rates or rate packages to its employees or employees of its affiliates.

- 4.5 **Statement of Customer Rights and Responsibilities.**

***Rights and Responsibilities of Missouri Residential Digital Phone Customer -***  
This information is provided in accordance with the rules of the Missouri Public Service Commission and explains your rights and responsibilities as a residential digital phone customer.

***Your Bill*** - You will receive a digital phone bill from us each month. The Company provides local and long distance calling throughout the continental United States to residential Customers who are subscriber's to the Company's service. The Company does not require a deposit for service. Payment in full is

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due within 21 days of the date of the bill. If we do not receive your payment within 21 days, your service is subject to a late payment penalty, suspension or disconnection. When paying by mail, be sure to allow enough time for your payment to reach us by the due date.

**Payment Arrangements** - Payment must be sent to the Company or made at one of our Agent locations. Payment for service may be made by credit card or check, or may be paid in cash at an authorized Agent location. If you are temporarily having difficulty paying your digital phone bill, please call the Company immediately. By doing this, you may avoid having your Digital Phone Service suspended or disconnected.

**Disconnection or Suspension of Digital Phone Service** - Your Digital Phone Service is subject to disconnection or suspension for any of the reasons listed below.

1. Nonpayment of an undisputed delinquent account.
2. Failure to post a required deposit or guarantee.
3. Unauthorized use of digital phone equipment in manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment.
4. Failure to comply with the terms of a settlement agreement.
5. Refusal after reasonable notice to permit inspection, maintenance, or replacement of digital phone equipment.
6. Misrepresentation of your identity in obtaining Digital Phone Service.
7. As provided by federal and state law.

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***Reconnection of Service*** - After Digital Phone Service has been disconnected, the Company will restore your service when the reason for the disconnection has been remedied. Before restoring your service, the following will be required:

1. Payment for all undisputed amounts must be received by the Company or its authorized agent.
2. Installation charges must be paid again if your service has been disconnected. Installation charges will not be charged if your service has been suspended.

***Procedure for Handling Inquiries and Complaints*** - Digital Phone Service inquiries may be directed to the Company at (816) 743-2444. Written inquiries may be directed to the Company at 6550 Winchester, Kansas City, Missouri 64133.

***Filing a Complaint with the Missouri Public Service Commission*** - If the Company cannot resolve your complaint, you may call the Missouri Public Service Commission, located at Governor's Office Building, 200 Madison Street, P.O. Box 360, Jefferson City, Missouri 65101. If the Company cannot resolve your complaint, you may call the Missouri Public Service Commission at 800-392-4211 to file an informal complaint.

You may contact the Missouri Office of the Public Counsel, representing the public before the Public Service Commission. The Missouri Office of the Public Counsel has an office at the Governor's Office Building, Jefferson City, Missouri 65101. The Public Counsel's telephone number is (573) 751-4857.

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