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2.1.1 **Availability of Equipment or Facilities.**

- A. The furnishing of Service under this Tariff is subject to the availability on a continuing basis of all the necessary and associated facilities and technical capabilities and is limited to the capacity and capability of the Company's facilities as well as any facilities that the Company may, at its sole discretion and from time to time obtain from carriers or other entities.
- B. The Company shall not be required to furnish, or continue to furnish, Service or facilities under any circumstances in which the proposed or actual use of the Service or facilities would tend to affect adversely the Company's personnel, operations, plant, property or Service.

2.1.2 **Terms and Conditions.**

- A. Digital Phone Service:
 - (1) Digital Phone Service is offered strictly as an optional feature to residential customers who may or may not subscribe to Time Warner Cable's high-speed cable modem data service and/or CPST or Digital Cable video television service or other services.
 - (2) Applicants for Service are solely responsible for arranging and paying for any and all charges associated with such Service application, installation and usage.
 - (3) Customers are solely responsible for paying any and all charges associated with such continuing Service as and when due.
 - (4) 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

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available. The Company accepts no responsibility for Service outages due to the non-availability at the Customer's premises of electric power.

- B. Service may not be compatible with security, alarm or other monitoring systems. Customer is solely responsible for making any arrangements necessary to verify and facilitate the proper and continued functioning of such systems. The Company is not responsible for any damage to any such monitoring or alarm system that is used in conjunction with Service used with a home alarm system.
- 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.

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15. Any damage to a Customer's home alarm monitoring system resulting from use of that system with the Service, including Digital Phone Service; and
16. Any breach in the privacy or security of communications transmitted over the Company's facilities.
- 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 Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installation.
- 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 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.
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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 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 errors and omissions relating to the publication, representation and failure of publication of directory listing and related customer information and 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 the issuance of 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 planned 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

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- E. The service address associated with an emergency 911 call is the authorized address where the Digital Phone Service is originally provided. Customer's movement of the equipment from the service address where the equipment was installed by the Company is strictly forbidden and will result in the inability to make 911 emergency calls or the mis-identification of emergency 911 calls, which will appear as if made from the original service location.
- F. 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, User or End User.
- G. The Company shall not be responsible for the installation, operation or maintenance of any communications equipment or facilities not provided by the Company. If such equipment or facilities are connected to Company 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.

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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 or because the Customer has failed to provide such access to the Company.

2.5.2 **Prohibited Activities and Uses.**

- A. The Service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer, User or End User has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B. The Company may require a Customer or User to shut down immediately and without notice its transmission of signals if the Company reasonably believes that 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.

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- 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 FCC pursuant to Parts 15 and 68 of Title 47, Code of Federal Regulations, as applicable; 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 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. The Service 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.

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- B. The Company may charge a returned check fee of \$20.00 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 two (22) 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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- 2.9 **Taxes and Other Charges.** The Customer is 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 applicable to or 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 **Customers.** Services provided hereunder are provided solely for the use of the Customer, Users and End Users 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.
- 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

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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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3.0 SERVICE DESCRIPTION

3.0 Service Areas

The Company provides service in the areas as defined below where appropriate and necessary network facilities are available

- A. Exchange Areas for Services** - The Company provides service in all or portions of the following exchange Serving Wire Centers of AT&T Missouri and Embarq: Belton, Farley, Ferrelview, Greenwood, Kansas City, Kearney, Lee's Summit, Liberty, Platte City, Smithville and Weston

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(T)
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2.0 - RULES AND REGULATIONS, (CONT'D.)

2.15 Toll Free Services

2.15.1 The Company will make every effort to reserve toll free (i.e., "8xx") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.

2.15.2 If a Customer who has reserved a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

(N)

(N)

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3.0 - SERVICE DESCRIPTION, (CONT'.D)

3.1 Digital Phone Service, (Cont'd.)

3.1.1 General, (cont'd.)

A. Description, (continued)

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 Residential Digital Phone Service

A. [Reserved for Future Use]

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

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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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3.0 - SERVICE DESCRIPTION, (CONT'D)

3.1 Digital Phone Service, (Cont'd.)

3.1.2 Residential Digital Phone Service, (Cont'd.)

A. Service Descriptions, (Cont'd.)

.3 Digital Phone Local

(N)

This service allows for unlimited outbound local calling. Service is only available to Customers of the Company's high speed cable modem service and/or Digital Cable television service. Intrastate toll calling is available at an additional rate per minute.

(N)

B. Custom Calling Features - Custom Calling Features 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: (T)(M)

- 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 signal. Flashing the switchhook holds the first call while the second is answered. (M)

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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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P.S.C. Mo. No. 4

Time Warner Cable Information Services (Missouri), LLC
d/b/a Time Warner Cable

Original Sheet No. 39

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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3.0 - SERVICE DESCRIPTION, (CONT'D)

3.1 Digital Phone Service, (Cont'd.)

3.1.2 Residential Digital Phone Service, (cont'd.)

(T)

B. (continued)

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.

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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 AT&T Missouri and Embarq: Belton, Farley, Ferrelview, Greenwood, Kansas City, Kearney, Lee's Summit, Liberty, Platte City, Smithville and Weston.

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3.0 - SERVICE DESCRIPTION, (CONT'.D)

3.1 Digital Phone Service, (Cont'd.)

3.1.3 Business Class Phone Service

A. Service Descriptions

.1 BCP Unlimited Service

Provides unlimited local, and toll calling for Business Customers with 1-12 lines per location for a flat monthly rate. Service includes several Calling Features as described in Section 3.1.3B. Operator assisted calling includes a per call charge. Service is provided on a term basis only of 1, 2 or 3 years. Service not bundled with other Company offerings requires a 2 line minimum.

(T)

.2 BCP Unlimited Local Service

Provides unlimited calling within the local calling area. Calls outside of the local calling area will be billed on a per minute basis. Customers subscribe on a term plan basis minimum of one (1) year if purchasing other Company services, or two years (2) if purchasing service on a stand-alone basis.

(N)

3. BCP Unlimited Missouri Service

Provides unlimited calling within the State of Missouri. Interstate calls will be billed on a per minute basis. Customers subscribe on a term plan basis minimum of one (1) year if purchasing other Company services, or two years (2) if purchasing service on a stand-alone basis.

(N)

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3.0 - SERVICE DESCRIPTION, (CONT'D)

3.1 Digital Phone Service, (Cont'd.)

3.1.3 Business Class Phone Service

(N)

A. General. Provides unlimited local, and toll calling for Business Customers with 1-12 lines per location for a flat monthly rate. Service includes several Calling Features as described below. Directory Assistance and operator assisted calling are charged on a per call basis. Service is provided on a term basis only of 1, 2 or 3 years. Service not bundled with other Company offerings requires a 2 line minimum.

B. Custom Calling Features

There are no additional charges for the features listed below, however the Customer must select features when ordering service. Customers may add or remove features at any time. Voice Mail is available for an additional monthly per line charge.

- .1 Three-Way Call Transfer. Allows a User to add a third party or a second call to an existing two party call.
- .2 Anonymous Call Reject. Blocks unwanted calls from callers who restrict sending caller ID information.
- .3 Call Forward. Allows all calls to be forwarded to a specific phone number (excluding international terminations).
- .4 Cancel Call Forward. Cancels the forward feature and returns call to User handset.
- .5 Call Waiting. A special tone alerts the User when another caller is trying to reach him/her and User is already on the phone.
- .6 Call Waiting ID. Displays the name and number of the incoming call on the User's telephone display.
- .7 Cancel Call Waiting. Blocks Call Waiting on a per call basis.

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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. **Private Listing.** 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 or in the information records available to the general public.

C. **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 the State of Missouri, as described in this Tariff, but not including the States of Alaska and Hawaii). Customers will be billed for interstate calls, 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

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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.

- 3.5 **Trial Services.** The Company may offer new services, not otherwise tarified, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.
- 3.6 **Transmission Service and Facilities.** The Company provides facilities-based intrastate Interexchange Telecommunications Service and facilities, including private line services and network and transmission services, designed and provisioned on an Individual Case Basis (ICB) pursuant to contracts with Customers. All requesting Customers shall have non-discriminatory access to ICB Services and facilities at nondiscriminatory rates.

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3.0 - SERVICE DESCRIPTION, (CONT'.D)

3.4 Other Services (T)

Other Services may be provided by the Company on an Individual Case Basis ("ICB")

3.5 Customer Specific Contracts (T)

The Company may provide any of the Services offered under this Tariff, or combinations of Services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to Services within the scope of the contract.

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service.

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bridling of all other packets. The modem section of the Router converts the data signals to the same RF carrier plan as used for the Ethernet MAN, Remote Bridges and Translator.

3.7.7 **Optional Services.** The Company shall offer the following Optional Services:

- A. **Additional User Site.** The Company may provide, upon written request from the Customer, an additional User site on the same premises as the initial User site, upon payment of appropriate charges and fees to be established by the Company.
- B. **Ethernet Upgrade.** The Company will offer scalable Ethernet aggregate capacity upon payment of appropriate charges and fees to be established by the Company.
- C. **Conference Connections.** The Company will offer conference connection to outside interactive sources upon payment of appropriate charges and fees to be established by the Company.

3.8 **Other Services.** Other Services may be provided by the Company on an Individual Case Basis ("ICB").

3.9 **Customer Specific Contracts.** The Company may provide any of the Services offered under this Tariff, with the exception of Digital Voice, or combinations of Services, to Customers on a contractual basis. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. Rates in other sections of this Tariff do not apply to Customers who agree to contract arrangements, with respect to Services within the scope of the contract.

Contracts in this section are available to any other similarly situated Customer that places an order for such contract service within 90 days of the effective date of such contract service.

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4.0 – RATES, (CONT'D)

4.1 Rates, (Cont'd.)

4.1.2 Rates and Charges

A. Non-Recurring Charges

1. Local Interconnection Service Non-Recurring Charge

Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

2. Spectrum Business Voice Service Basic Installation Charge \$99.00

B. Recurring Charges

1. Local Interconnection Port

Per T-1 equivalent: \$1,500.00

2. Local Interconnection Line Rate

Per residential End User per month: \$17.00

Per commercial End User per month: \$28.00

3. Spectrum Business Voice Service - Basic

Per month \$34.99 (I)

Rate/Minute for calling outside local calling area \$0.07

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4.0 – RATES, (CONT'D)

4.1 Rates, (Cont'd.)

4.1.2 Rates and Charges

A. Non-Recurring Charges

1. Local Interconnection Service Non-Recurring Charge

Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

2. Spectrum Business Voice Service Basic Installation Charge \$99.00

B. Recurring Charges

1. Local Interconnection Port

Per T-1 equivalent: \$1,500.00

2. Local Interconnection Line Rate

Per residential End User per month: \$17.00

Per commercial End User per month: \$28.00

3. Spectrum Business Voice Service - Basic

Per month \$32.99 (I)

Rate/Minute for calling outside local calling area \$0.07

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4.0 – RATES, (CONT'D)

4.1 Rates, (Cont'd.)

4.1.2 Rates and Charges

A. Non-Recurring Charges

1. Local Interconnection Service Non-Recurring Charge

Facilities used in the provision of Local Interconnection Service are constructed to meet specification negotiated by the Company and the Customer on an Individual Case Basis. Charges are offered to the Customer in writing and on a nondiscriminatory basis.

2. Spectrum Business Voice Service Basic Installation Charge \$ 99.00 (N)

B. Recurring Charges

1. Local Interconnection Port

Per T-1 equivalent: \$1,500.00

2. Local Interconnection Line Rate

Per residential End User per month: \$ 17.00

Per commercial End User per month: \$ 28.00

3. Spectrum Business Voice Service - Basic

Per month \$ 29.99 (N)

Rate/Minute for calling outside local calling area \$ 0.07 (N)

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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.1 Service Connection and Related Charges, (cont'd.)

A. General, (continued)

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 Residential Digital Phone Service

A. Digital Phone Service

Primary Line

Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service (“Triple Play”) \$39.95

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 (“Double Play”) \$44.95

Customers subscribing to Digital Phone Service only (“Single Play”) \$49.95

Each Additional Line: \$29.95 (T)

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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.1 Service Connection and Related Charges, (cont'd.)

A. General, (continued)

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 Residential Digital Phone Service (T)

A. Digital Phone Service (T)

Primary Line (T)

Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service (“Triple Play”) \$39.95 (T)

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 (“Double Play”) \$44.95 (T)

Customers subscribing to Digital Phone Service only \$49.95 (T)
 (“Single Play”)

Second Line: \$29.95 (N)

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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.1 Service Connection and Related Charges, (cont'd.)

A. General, (continued)

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 - Residential

(T)

Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service \$39.95

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

Customers subscribing to Digital Phone only \$49.95

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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 |
| 3. | Customers subscribing to Digital Phone only | \$49.95 |

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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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.2 Residential Digital Phone Services

B. Digital Phone Unlimited Kansas and Missouri

(N)

Primary Line

Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service (“Triple Play”) \$29.95

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 (“Double Play”) \$34.95

Customers subscribing to Digital Phone Unlimited Kansas and Missouri only (“Single Play”) \$39.95

Second Line: \$24.95

C. Digital Phone Local

Primary Line

Customers subscribing to Time Warner Cable high speed cable modem data service and CPST or Digital Cable video television service (“Triple Play”) \$24.95

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 (“Double Play”) \$29.95

Second Line: \$19.95

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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.3 Business Class Phone Service

(T)

Service is provided on a term basis only, with a minimum term period of 1 year. Term service rates are based on discounts off the Monthly Recurring Charge for month-to-month service, which is only available once the initial term agreement period has been completed and until such time as another term agreement is secured.

	Monthly Recurring Charge
Stand-alone BCP * (single play)	\$72.95
BCP bundled with data or Digital Cable video television service (double play)	
Discount	13.7%-16.3%
Term Discount (1-3 years)	24.6%-32.8%

* There is a two (2) line minimum for stand-alone BCP service.

All term agreements are offered on a nondiscriminatory basis and are available at the same rates to similarly situated customers.

4.1.4 Directory Services

(T)

A. Directory Assistance

(T)

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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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.2 Digital Phone Service Monthly Charges.

B. Business Class Phone Service

Service is provided on a term basis only, with a minimum term period of 1 year. Term service rates are based on discounts off the Monthly Recurring Charge for month-to-month service, which is only available once the initial term agreement period has been completed and until such time as another term agreement is secured.

	Monthly Recurring Charge
Stand-alone BCP * (single play)	\$72.95
BCP bundled with data or Digital Cable video television service (double play)	
Discount	13.7%-16.3%
Term Discount (1-3 years)	24.6%-32.8%

* There is a two (2) line minimum for stand-alone BCP service.

All term agreements are offered on a nondiscriminatory basis and are available at the same rates to similarly situated customers.

4.13 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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(N)

(N)

(M)

(M)

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 | \$0.99 |
| 2. | Per Request – Local Operator Dialed Directory Assistance | \$0.99 |
| 3. | Per Request - National Directory Assistance | \$1.37 |
| 4. | Per Request –National Operator Dialed Directory Assistance | \$1.67 |

4.1.4 **Directory Assistance Call Completion Service.**

A. **Terms and Conditions.**

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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.
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 Request – Local Directory Assistance
with Call Completion | \$1.03 |
| 2. | Per Request – Local Operator Dialed Directory
Assistance with Call Completion | \$1.03 |
| 3. | Per Request – National Directory Assistance
with Call Completion | \$1.67 |

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4.	L/D Station to Station Intrastate Operator Dialed	\$7.50
3.	L/D Person to Person Intrastate	\$12.50
3.	L/D Person to Person Intrastate Operator Dialed	\$12.50

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.

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.

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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 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.

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4.0 – RATES, (CONT.D)

4.1 Rates, (Cont'd.)

4.1.8 Private Listing

(N)

A. Terms and Conditions

Customers may request their Directory Listing information to be held private, not available to the Directory Assistance operator or listing services. 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 to be held Private and therefore omitted from the telephone directory or the disclosing of such a listing to any person where such a listing is published in the directory. The Company's liability shall be limited to a refund of any monthly charges assessed by the Company for the particular Private Listing Service.

B. Rates and Charges

Customers who purchase Company services after the effective date of this tariff page will be billed for Private Listing service as noted below.

	Residential	Business
Nonrecurring Charge	\$0.00	\$0.00
Monthly Charge	\$4.20	\$0.00

(N)

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Stamford, CT 06902

4.0 – RATES, (CONT.D)

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 (M)
(M)

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. Non Recurring Charge for Telephone Number change (No charge) \$0.00
2. Non Recurring 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 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

4.2.3 Customer Specific Pricing Plan Services (CSP) are for the provision of dedicated, non-switched, private line and special access services and for central office-based switching systems which substitute for customer premise, private branch exchange (PBX) (ie Centrex) services CSP are also for any business service offered in an exchange in which basic local telecommunications service offered to business customers by incumbent local exchange carriers has been declared competitive

4.3 Promotional Offerings

From time to time, the Company may engage in promotional offerings or trials designed to attract new Customers, the stimulate

Some material now found on this sheet previously found on Original Sheet 58

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-
- 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 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.

4.2.3 **Customer Specific Pricing Plan Services.** (CSP) are for the provision of dedicated, non-switched, private line and special access services and for central office-based switching systems which substitute for customer premise, private branch exchange (PBX) (i.e. Centrex) services. CSP are also for any business service offered in an exchange in which basic local telecommunications service offered to business customers by incumbent local exchange carriers has been declared competitive.

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290 Harbor Drive
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Time Warner Cable Information Services (Missouri), LLC
d/b/a Time Warner Cable

Original Sheet No. 60

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.

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

5.0 – SPECIAL SERVICES AND PROGRAMS

5.1 Lifeline Telephone Service

- A. Eligible low-income subscribers of the Company’s Lifeline Telephone Service will receive a monthly credit, based on the Federal Lifeline Program, towards a qualifying bundle of Spectrum Voice and Internet service.¹
- B. Spectrum Voice is \$19.99² per month when bundled with a qualifying Internet service. (I)
- C. **Spectrum Voice:** Includes local calling (Basic Service), Unlimited Long Distance (ULD) calling minutes (intrastate and interstate) and Calling Features on the Subscriber’s primary line including 3-Way Calling, Accept Selected Callers, Block 3rd Party Charges, Block 900/976 Calls, Block Anonymous Calls, Block Collect Calls, Block International Calls, Block Outbound Caller ID, Block Unwanted Callers, Caller ID, Call Waiting, Call Waiting with Caller ID, Do Not Disturb, Forward All Calls, Forward Calls When Busy, Forward Calls When No Answer, Forward Selected Calls, Repeat Dialing, Return Call, Set Backup Phone, Simultaneous Ring, Speed Dial, Trace Call and VIP Ring. Unlimited long distance calling includes calls within the fifty (50) United States and Canada, Guam, Mexico, Puerto Rico, American Samoa, the Northern Mariana Islands and the US Virgin Islands. Also included is Directory Assistance, Private Number Service, Call Guard (blocks unwanted calls from robo-callers) and Voicemail/Readable Voicemail. Some features or services may not be available in all areas and are subject to change at Spectrum’s discretion. Taxes and fees included. Feature descriptions may be found at www.spectrum.net/support/category/voice.³

5.1.1 Eligibility

- A. Lifeline Telephone Service is a government assistance program and is restricted to low income residential customers for a single exchange access line, per household, at the principal residence. A household is defined as any individual or group of individuals living together at the same address as one economic unit.

To qualify for Lifeline Telephone Service, a Customer’s household income must be at or below 135% of the Federal Poverty Guidelines for a household of that size, or the Customer must participate in any one of the following assistance programs:

- Medicaid
- Supplemental Nutrition Assistance Program (SNAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (FPHA)
- Veterans and Survivors Pension Benefit

¹ Select Lifeline bundles eligible for discount are as determined by the Company. The Company’s voice service bundled with the Company’s qualifying Lifeline Internet service will receive a federal Lifeline Internet credit.

² Effective October 11, 2022, new subscribers will pay \$19.99 per month. Existing subscribers will continue to pay \$14.99. (I)

³ Basic Service and ULD are described fully in the Company’s Residential Voice Price Guide located at <https://www.spectrum.com/policies/terms-of-service>.

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Issued by: Betty J. Sanders, Vice President – Telephone Regulatory
TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC
12405 Powerscourt Drive
St. Louis, MO 63131

5.0 – SPECIAL SERVICES AND PROGRAMS

5.1 Lifeline Telephone Service

- A. Eligible low-income subscribers of the Company's Lifeline Telephone Service will receive a monthly credit, based on the Federal Lifeline Program, towards a qualifying bundle of Spectrum Voice and Internet service.¹
- B. Spectrum Voice is \$12.99² per month when bundled with a qualifying Internet service.
- C. **Spectrum Voice:** Includes local calling (Basic Service), Unlimited Long Distance (ULD) calling minutes (intrastate and interstate) and Calling Features on the Subscriber's primary line including 3-Way Calling, Accept Selected Callers, Block 3rd Party Charges, Block 900/976 Calls, Block Anonymous Calls, Block Collect Calls, Block International Calls, Block Outbound Caller ID, Block Unwanted Callers, Caller ID, Call Waiting, Call Waiting with Caller ID, Do Not Disturb, Forward All Calls, Forward Calls When Busy, Forward Calls When No Answer, Forward Selected Calls, Repeat Dialing, Return Call, Set Backup Phone, Simultaneous Ring, Speed Dial, Trace Call and VIP Ring. Unlimited long distance calling includes calls within the fifty (50) United States and Canada, Guam, Mexico, Puerto Rico, American Samoa, the Northern Mariana Islands and the US Virgin Islands. Also included is Directory Assistance, Private Number Service, Call Guard (blocks unwanted calls from robocallers) and Voicemail/Readable Voicemail. Some features or services may not be available in all areas and are subject to change at Spectrum's discretion. Taxes and fees included. Feature descriptions may be found at www.spectrum.net/support/category/voice.³

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¹ Select Lifeline bundles eligible for discount are as determined by the Company. The Company's voice service bundled with the Company's qualifying Lifeline Internet service will receive a federal Lifeline Internet credit.

² Effective February 1, 2022, new subscribers will pay \$14.99 per month.

³ Basic Service and ULD are described fully in the Company's Residential Voice Price Guide located at <https://www.spectrum.com/policies/terms-of-service>.

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TIME WARNER CABLE INFORMATION SERVICES (MISSOURI), LLC
12405 Powerscourt Drive
St. Louis, MO 63131

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