
SECTION 5 – DESCRIPTION OF SERVICE AND RATES AND CHARGES, (Continued)

5.14.3 OpticTel Unlimited

(A) Description of Service

OpticTel Unlimited allows a residential customer to make unlimited voice direct-dialed in-state and inter-state calls for a flat monthly recurring fee without incurring additional usage charges. When a residential customer has multiple access lines at a single location, this service may be purchased as a single plan for use on all access lines at the same location. The customer may request that OpticTel Unlimited apply to each of the customer's access line at the same location at anytime by providing a list of the access line numbers to OpticTel or the customers local exchange carrier provided the local exchange carrier bills the customer for use of the OpticTel Unlimited service on behalf of OpticTel. OpticTel Unlimited service is restricted to residential customer use only and to calls originated and terminated within the 48 contiguous United States of America.

(B) Rates and Charges

1. The monthly recurring charge for this service of \$25.00. The customer will not be charged an initial connection charge. The Company will prorate all monthly recurring charges in the initial month and last month of service based on a 30-day month.
2. If the Company determines that usage is not consistent with voice applications or in any other way violates the restrictions of this service, the customers' service may be assessed a \$100.00 monthly recurring data charge or the Company may interrupt customer's service as provided in the Terms and Conditions below.
3. Taxes, fees and other charges, including Universal Service Fund fee, apply.
4. Detail Billing: Upon request OpticTel shall provide a detail listing of the calls placed using the OpticTel Unlimited service at an additional charge of \$2.50 per month. Detail billing will be provided for the first full billing period following the request for the detail billing. If the customer request

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detail billing for periods prior to the first full billing period, it will be provided if the information is available to OpticTel and the customer pays the cost to provide such detail billing information. No detail billing will be provided except upon customer request and payment of the charges set forth in this paragraph.

(C) Terms and Conditions

The residential customer may not use this service for connection to the Internet, for other data services (including but not limited to mass broadcast of facsimile transmissions), for pay per-use feature calling, for calling card calls, for operator services, for international calling, for calls to Alaska or Hawaii, for toll free calling, for calls to 900 NPAs, for calls to Directory Assistance or for any other use that does not involve a person-to-person conversation or voice message. If it is determined by the Company that the customers used this service for connection to the Internet, for other data services (including but not limited to mass broadcast of facsimile transmissions), for calls to 900 NPAs, or calls to Directory Assistance, for international calls, for calls to Alaska or Hawaii or for any other use that does not involve a person-to-person conversation or voice message, charges in addition to the monthly recurring charges set forth above will apply.

The Company may, without notice, (consistent with governing laws or regulations) interrupt (either temporally or permanently) customers use of this service whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of the service; (2) nonpayment for service; (3) the use of the service in violation of the Company's tariff; or (4) network blockage or the degradation of service furnished to the customer or other customers.

In addition to the above, the Company may deny or limit the customer's use of this service if necessary to manage its network in an efficient manner; meet reasonable service expectations; or furnish service to existing or future customers based on forecasted customer requirements.

If the Company determines to interrupt customer's service, the customer will be ineligible for this service and all calls, as determined solely by the Company, made by customer shall be charged at the appropriate rate set forth in Section 5.5 of Company's tariff in addition to the \$100.00 charge described above.

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