

ARTHUR MUTUAL TELEPHONE COMPANY
BASIC LOCAL EXCHANGE SERVICE TARIFF

NOTE: This Tariff P.U.C.O. No. 4 cancels and supersedes Arthur Mutual Telephone Company Tariff P.U.C.O. No. 3.

Issued: April 14, 2011

Effective: April 14, 2011

In Accordance with Case No. 10-1010-TP-ORD and 11-2435-TP-ATA

Issued by the Public Utilities Commission of Ohio

Eric W. Roughton, Manager

Defiance, Ohio

P.U.C.O. NO. 4

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TARIFF DESCRIPTION

This Basic Local Exchange Service (BLES) Tariff applies to residential single-line customers and to the primary access line of business customers.

BLES is provided by Arthur Mutual Telephone Company (The "Company" or "Telephone Company") in accordance with Rule 4901:1-6-12, Ohio Administrative Code.

Basic local exchange service, as defined in Section 4927.01, Revised Code, means residential end-user access to, and usage of, telephone-company-provided services over a single line, or small-business-end-user access to and usage of telephone-company-provided services over the business's primary access Line of Service, which in the case of residential and small-business access and usage is not part of a bundle or package of services. BLES enables a customer to originate or receive voice communications within a local service area and consists of the following services:

- (i) Local dial tone service;
- (ii) For residential end users, flat-rate telephone exchange service;
- (iii) Touch tone dialing service;
- (iv) Access to and usage of 9-1-1 services, where such services are available;
- (v) Access to operator services and directory assistance;
- (vi) Provision of a telephone directory in any reasonable format for no additional charge and a listing in that directory, with reasonable accommodations made for private listings;
- (vii) Per call, caller identification blocking services;
- (viii) Access to telecommunications relay service; and
- (ix) Access to toll presubscription, interexchange or toll providers or both, and networks of other telephone companies.

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ARTHUR EXCHANGE RATES

The following identified service rates entitle the subscribers of telephone service to call, without additional charge, the subscribers of Ayersville, Oakwood, Paulding and Defiance Exchanges, in addition to other subscribers of the Arthur Exchange.

The following listed rates for local exchange service shall apply within the exchange area as depicted on the Arthur Exchange Map herein.

<u>CLASS OF SERVICE</u>	<u>EXCHANGE ACCESS</u>
One Party Business Access Line Charge	\$26.40 (C)
Payphones	
Coin Operated Telephone Service Access Line	\$23.10
Coin Supervision Additive	\$ 7.20
One Party Residence Access Charge	\$18.00 (C)

Issued: June 1, 2016

Effective: June 1, 2016

In Accordance with Case No. 90-5004-TP-TRF
Issued by the Public Utilities Commission of Ohio
Eric W. Roughton, Manager
Defiance, Ohio

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NON-RECURRING SERVICE & EQUIPMENT OFFERINGS
CHARGES FOR CHANGES, SERVICE CONNECTIONS AND RESTORAL OF SERVICE

1. Service Connection-Non Complex

<u>a. Service Order Charge</u>	<u>CHARGE</u>
Receiving, recording and processing information necessary to execute a customer's initial request for service	\$10.00
<u>b. Central Office Connection Charge</u>	
Performing all or part of the work associated with the connection of a central office line, including connection or changes in the central office.	\$10.00
<u>c. Line Connection Charge</u>	
Traveling to the customer's premises to perform any work involving line connection.	\$15.00

2. Business

Each initial connection, change in type or style, move, change in location or any other work performed in connection with a business telephone line or business telephone system, charges will be computed on an actual time and material basis which includes all direct labor and overhead costs for those charges not listed.

a. Service Charge	\$10.00
b. Central Office Wiring	\$10.00
c. Line Connection Charge	\$15.00

3. Re-establishment of Suspended Service

Re-establishment of service previously suspended as a result of non-payment

(a) When disconnected at the main frame (Applicable components of Service Connection: a and b).	\$20.00
(b) When disconnected at the Subscriber Terminal (Applicable components of Service Connection: a, b and c)	\$35.00

Issued: April 14, 2011

Effective: April 14, 2011

In Accordance with Case No. 10-1010-TP-ORD and 11-2435-TP-ATA

Issued by the Public Utilities Commission of Ohio

Eric W. Roughton, Manager

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MISCELLANEOUS RATES AND CHARGES

1. Late Payment Charge (N)

A late payment charge will be applied to residential and business customer bills that remain unpaid after the due date. This charge will be the greater of either \$5.00 or an amount that equals 1.5% of the unpaid charges that are past due; except that the charge is not applicable until a residential customer's amount past due exceeds \$21.00 or a business customer's amount past due exceeds \$10.00.

The late payment charge will not be assessed until at least nineteen days after the postmark on the customer's bill. The late payment charge will not apply to any portion of the bill that is in bona fide dispute, any previous late payment fees included in the amount due, or to service establishment charges for lifeline services.

2. Per Call Blocking

Enables customers to prevent the disclosure of their telephone number on a per call Basis to the called party. The disclosure of the calling party's number can be prevented on a per call basis by dialing *67 before making a call. This action must be repeated each time a call is made to prevent the disclosure of the calling party's telephone number. If the called party has a display device, a privacy indication will appear instead of the calling party's telephone number. Per Call Blocking will be provided on a universal basis to all eligible customers at no charge.

3. 9-1-1 Subscriber Charge \$.37/month

APPLICATION OF BUSINESS AND RESIDENCE RATES

1. Business rates apply at the following locations:
 - a. In the offices, stores, factories, mines and all other places of a strictly business nature.
 - b. In boarding houses, except as noted herein, offices of hotels, hall and offices of apartment buildings; quarters occupied by Clubs or Lodges; public, private or parochial schools or colleges, churches, hospitals, libraries and other similar institutions.
 - c. At residence locations when the subscriber has no regular business telephone and the use of the service either by himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising either by business cards, newspapers, handbills, billboards, circulars, motion pictures, screens or other advertising matter, such as on vehicles, etc., or when such business use is not such as commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
 - d. At residence locations, when an extension station or extension bell is located in a shop, office, or other place of business.
 - e. In any location where the listing of service at that location indicates a business, trade or profession, except as specified below.
2. Residence Rates Apply at the Following Locations:
 - a. In private residences where business listings are not provided.
 - b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the subscriber's use, and elsewhere in rooming and boarding houses which are not advertised as a place of business or which have less than five rooms for roomers or which furnish meals to less than ten boarders, provided business listings are not furnished.
 - c. In the place of residence of a clergyman or nurse, and in the place of residence of a physician, surgeon, or other medical practitioner, dentist or veterinarian, provided the subscriber does not maintain an office in the residence.

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CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES

A. General

1. Lines will be extended in accordance with provisions specified within this Tariff.
2. Special charges in the form of installation charges, monthly charges, or both, are applied in addition to the usual service connection charges and monthly rates when, because of the sporadic or occasional nature of the service or an unusual investment or expense, as for example:
 - a. The facilities are provided in remote or undeveloped sections within the Exchange Area.
 - b. Conditions require the provisions of special equipment or unusual methods of plant construction, installation or maintenance.
 - c. The customer's location requires the use of costly, private right-of-way.
3. Title to all construction as specified below, provided wholly or partly at a Customer's expense is vested in the Telephone Company.
4. By "cost" is meant the cost of labor and materials including the usual supervisory expenses.
5. When attachments are made to poles of other companies, in lieu of providing construction for which the customer would be charged under the provisions hereof, the cost to the Telephone Company for such attachments is borne by the customer.
6. The customer is required to pay construction charges as made by another company providing facilities connecting with the facilities of the Telephone Company.
7. Construction charges will not apply to the customer's aerial drop which extends from the last pole to the building in which the telephone is located.

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CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Continued)

B. Line Extensions

1. Line extensions will be made pursuant to applicable regulations.
2. Provisions of Private Right-of-way: Where required by the conditions, applicants shall provide, without expense to the Telephone Company, private right-of-way parallel to the public highway; such right-of-way shall be free from tree interference and otherwise suitable.
3. Applicant may be required to make advance payments to cover all or a portion of the exchange service when in the opinion of the Telephone Company there is evidence of credit risk.

C. Special Type of Construction

When underground service connections are desired by customers as initial installations in places where aerial drop wires would ordinarily be used to reach the customer's premises, or when aerial facilities are used to provide service or channels to a customer and subsequently the customer desires that such facilities be placed underground, the following regulations apply:

1. Where cable is laid in conduit, the underground conduit shall be constructed and maintained by or at the expense of the customer and in addition the customer shall pay the cost of the underground cable, including the cost of installing, less the estimated cost to the Telephone Company of installing such aerial facilities as would be (or are) required to furnish the same service. The underground conduit shall be constructed in accordance with plans and specifications furnished by the Telephone Company.
2. The duct or ducts required in the underground conduit by the Telephone Company to furnish service shall be reserved for its exclusive use.
3. Where armored cable is laid in a trench, the trench shall be constructed and back-filled by or at the expense of the customer. In addition, the customer shall pay the cost of the cable, including the cost of installing it, less the estimated cost to the Telephone Company of installing such aerial drop as would be (or is) required to furnish the same service.
4. Cable installed in conduit will be maintained and replaced at the expense of the Telephone Company where the conduit has been inspected in place by the Telephone Company and approved but repairs or replacements of cable in conduit not so inspected and approved, or repairs or replacements of the cable in conduit or trench made necessary by damages caused by the customer or his representative will be made only at the customer's expense.
5. Where facilities are changed from aerial to underground, in addition to the above, the customer is charged the cost of dismantling and removing the aerial facilities.

Issued: April 14, 2011

Effective: April 14, 2011

In Accordance with Case No. 10-1010-TP-ORD and 11-2435-TP-ATA

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CONSTRUCTION, INSTALLATION, AND MAINTENANCE CHARGES (Continued)

D. Plant Constructed on Private Property

1. Construction of plant facilities on private property to be used in servicing an individual subscriber will be furnished by the Telephone Company at a charge to the subscriber at the actual cost of time, material and overheads for such pole, except that the Telephone Company will furnish as many as two poles or 400 feet of underground plant without charge to the subscriber provided the plant thus furnished is used to carry main line circuits. Ownership and maintenance of such poles is vested in the Telephone Company.
2. Plant construction on private property to be used as a part of the standard distributing plan serving subscribers in general, are furnished, maintained and owned by the Telephone Company.
3. Circuits on private property are furnished, owned and maintained by the Telephone Company.

N11 SERVICE
811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS

A. GENERAL

1. The Federal Communications Commission (FCC) assigned the 811 dialing code for nationwide access to One Call Notification Systems. The 811 dialing code ("811 Service") is a nationwide toll-free number to be used by state "One Call" notification systems for providing advanced notice of excavation activities to underground facility operators.
2. The three digit 811 abbreviated dialing One Call Notification code is assigned to the approved "811 Provider" for use in providing One Call notification services to the public by way of voice grade facilities.
3. 811 Service is available from the Company within its services area only. To provide access to 811 to end users in another company's service area or to Competitive Local Exchange Carrier (CLEC) end users within the local calling area, the 811 Provider must make appropriate arrangements with the other company or CLEC serving that territory. The 811 Provider should work separately with competing local providers to ascertain that its end user customers will be able to reach one-call services provided by dialing 811.
4. All 811 abbreviated dialing code calls must be local in nature and will not result in any expanded local calling area (ELCA), intraLATA toll, interLATA long distance, or pay-per-call charges to Company subscribers. However, 811 Service calls may result in local measured service charges where Company subscribers' service plans include such charges.
5. The 811 Service is not available for the following classes of service: inmate service, 1+ and 0+ calling, 0- operator assisted calling and 101XXXX calling. 811 Service is otherwise available wherever local service is accessible.

B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER

1. The 811 Provider must submit a written application for 811 Service to the Company. The 811 Provider may establish 811 Service in all or part of the Company's exchanges. There may be only one 811 Provider per exchange.
2. The 811 Provider's written application to establish 811 Service in a Company local exchange must include the following:
 - a. The local, foreign exchange, or toll free telephone number into which the Company should translate the dialed 811 abbreviated code.
 - b. For network sizing and protection, an estimate of annual call volumes and holding time for calls to the 811 Service.
 - c. An acknowledgement of the possibility that the Commission's assignment of the 811 abbreviated dialing code may be recalled at any time.

N11 SERVICE (Continued)
811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Continued)

**B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER
(Continued)**

3. Local Calling for Company Subscribers
 - a. The 811 Provider, in cooperation with the Company, will assure that all 811 Service calls are local and do not generate ELCA, intraLATA toll, interLATA long distance, or pay-per-call charges for Company subscribers.
 - b. When the 811 Provider applies for 811 Service from the Company, the 811 Provider must supply the Company with a toll free number. The Company will translate the 811 digits into the telephone number provided by the 811 Provider.
4. The 811 Provider is liable for and will indemnify, protect, defend and hold harmless the Company against all suits, actions, claims, demands and judgments, plus any expenses and counsel fees incurred by the Company on account thereof, whether suffered, made, instituted or asserted by the 811 Provider or any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the 811 Provider or others, arising out of or resulting directly from the 811 Service.
5. The 811 Provider must develop an appropriate method of responding to 811 calls directed to it out of confusion or in error by Company subscribers.
6. The 811 Provider must subscribe to termination facilities and lines in sufficient quantities to provide adequate service to the public, and enable the 811 Provider to receive calls to the 811 Service during normal business hours.
7. The 811 Service is provided on the condition that the 811 Provider subscribes to termination facilities and lines in sufficient quantities to adequately handle calls to the 811 Service without interfering with or impairing any services offered by the Company.
8. The 811 Provider must comply with all present and future state and federal rules pertaining to abbreviated dialing codes.
9. The 811 Provider is responsible for obtaining all necessary permissions, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performances are used in connection with the 811 Service. The 811 Provider is also responsible for obtaining all necessary permissions, licenses, written consents, waivers, and releases and all other rights from all holders of copyrights, trademarks and patents used in connection with the 811 Service.

N11 SERVICE (Continued)
811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Continued)

B. OBLIGATIONS OF THE APPROVED "ONE CALL" NOTIFICATION SYSTEMS PROVIDER
(Continued)

10. The 811 Provider must respond promptly to all complaints lodged with any regulatory authority against the 811 Service. If requested by the Company, the 811 Provider must assist the Company in responding to complaints made to the Company concerning the 811 Service.
11. The 811 Provider shall not promote the 811 Service with the use of any auto dialer or broadcasting of tones that dial the 811 abbreviated dialing code.
12. The 811 Provider must work separately with CLECs operating and serving customers in the Company's exchange(s) to ascertain whether 811 abbreviated dialing will be available to their end users.

C. OBLIGATIONS OF THE COMPANY

1. The Company will establish the 811 Service within ninety days after receipt of the 811 Provider's completed application(s) for service or the effective date of this Tariff, whichever is later.
2. When an 811 Service call is placed by the calling party via interconnection with an interexchange carrier, the Company cannot guarantee the completion of said 811 Service call, the quality of the call or any features that may otherwise be provided with the 811 Service.
3. The Company will route 811 calls originating from end users on the Company's local exchange network whether they purchase service directly from the Company or from another provider reselling company service. Otherwise, the Company is not responsible for establishing 811 Service for calls originating from other telecommunications providers.
4. The Company does not undertake to answer and forward 811 Service calls but furnishes the use of its facilities to enable the 811 Provider to respond to such calls at the 811 Provider-established call centers.
5. The rates charged for 811 Service, if applicable, do not contemplate the inspection or constant monitoring of facilities to discover errors, defects, and malfunctions in service, nor does the Company undertake such responsibility. The 811 Provider must conduct such operational tests as, in the judgment of the 811 Provider, are required to determine whether the Company's facilities are functioning properly for its use. The 811 Provider must promptly notify the Company in the event the Company's facilities are not functioning properly.

N11 SERVICE (Continued)
811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Continued)

D. LIABILITY

1. The liability of the Company for losses or damages of any kind arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failure or defects in any facility furnished by the Company, occurring in the course of furnishing 811 Service, or of the Company in failing to maintain proper standards of maintenance and operation or to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the 811 Provider for the 811 Service and local exchange services for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or defect of failure in facilities occurs.
2. The Company is not liable for any losses or damages caused by the negligence of the 811 Provider.
3. The Company's entire liability to any person for interruption or failure of the 811 Service is limited to the terms set forth in this and other sections of this Tariff.
4. The Commission's local assignment and the 811 Provider's use of the 811 abbreviated dialing code are subject to preemption by the Federal Communications Commission. The Company shall not be liable to the 811 Provider for any damages the 811 Provider may incur that result from a national assignment of the 811 abbreviated dialing code.
5. The Company will make every effort to route 811 calls to the appropriate 811 Provider call center. However, the Company will not be held responsible for routing mistakes or errors.

E. OTHER TERMS AND CONDITIONS

1. The 811 Service will not provide calling number information in real time to the 811 Provider. If this type of information is required, the 811 Provider must subscribe to compatible Caller ID service as described elsewhere in this Tariff.
2. The 811 Service is provided for the benefit of the 811 Provider. The provision of the 811 Service by the Company shall not be interpreted, constructed or regarded, either expressly or implied, as being for the benefit of or creating any Company obligation toward any third person or legal entity other than the 811 Provider.

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N11 SERVICE (Continued)
811 SERVICE FOR "ONE CALL" NOTIFICATION SYSTEMS (Continued)

E. OTHER TERMS AND CONDITIONS (Continued)

3. A written notice will be sent to the 811 Provider following oral notification when its 811 Service unreasonable interferes with or impairs other services rendered to the public by the Company or by other subscribers of abbreviated dialing codes. If, after such notification, the 811 Provider makes no modifications in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the 811 Provider is unwilling to accept the modifications, or if the 811 Provider continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service.
4. In an emergency situation as determined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.

F. RATES & CHARGES

There shall be no charges associated with the provision of this service to the 811 Provider. (C)

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GENERAL RULES AND REGULATIONS

A. APPLICATION

The rules and regulations specified herein apply to the provisions of BLES as defined in Section 1, Sheet No. 1 herein.

In the event of a conflict between any rates, rules, regulation or provision contained in these General Rules and Regulations and any rate, rule regulation or provision contained in the other section of this BLES Tariff, the rate, rule, regulation or provision contained in the specific section of this Tariff shall prevail.

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY

1. Availability of Facilities

The Telephone Company's obligation to furnish exchange service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights in the construction and maintenance of the necessary pole lines, buried facilities, circuits and equipment.

2. Transmitting Messages

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties, the operator, in order to accommodate the subscriber, repeats messages, she is deemed to be acting as the agent of the persons involved and no liability shall attach to the Telephone Company because of any errors made by the operator or misunderstanding that may arise between subscribers because of the errors.

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GENERAL RULES AND REGULATIONS (Continued)

B. OBLIGATION AND LIABILITY OF TELEPHONE COMPANY (Continued)

3. Use of Connecting Company Lines

When suitable arrangements can be made, lines of other telephone companies may be used in establishing wire connections to points not reached by this Company's lines. In establishing connections with the lines of other companies, the Telephone Company is not responsible for any action of the Connecting Company.

4. Defacement of Premises

The Telephone Company shall exercise due care in connection with all work done on subscriber's premises. No liability shall attach to the Telephone Company by reason of any defacement or damage to the subscriber's premises resulting from the existence of the Telephone Company's instruments, apparatus and associated wiring on such premises, or by the installation or removal thereof, unless such defacement or damage is the result of the sole negligence of the Telephone Company.

C. USE OF SERVICE AND FACILITIES

1. Ownership and Use of Equipment

Equipment and lines, other than inside wire, furnished by the Telephone Company on the premises of a subscriber are the property of the Telephone Company. The Company, its agents, or its employees shall have the right to enter upon a subscriber's premises during normal working hours only as may be required to make repairs to its equipment or to otherwise remove the source of emergency conditions that are, or that the Company has reason to expect soon will be endangering the safety, health, or welfare of Company employees or of other persons, or the safety of component parts of the Company's system or equipment.

If visitation to the customer's premises is sought for any other purpose, such visitation shall preferably be prearranged by telephone, however, if such permission is not feasible, the Company's agent or employee seeking entrance to the subscriber's premises shall identify himself to such person's satisfaction and shall state the reason for his proposed visitation. Entrance shall not be gained by force or subterfuge or by approach to a child or other irresponsible person. The Company shall be responsible for any damage to the subscriber's property arising from any visitation, whether such visitation is negligently, wilfully, or inadvertently caused.

GENERAL RULES AND REGULATIONS (Continued)

C. USE OF SERVICE AND FACILITIES (Continued)

1. Ownership and Use of Equipment (Continued)

If the installation and maintenance of service are requested at locations which are or may be hazardous or dangerous to the Telephone Company's employees or to the public or to property, the Telephone Company may refuse to install and maintain such service and if such service is furnished, may require the subscriber to install and maintain such service and may also require the subscriber to indemnify and hold the Telephone Company harmless from any claims, loss or damage by reason of the installation and maintenance of such service.

2. Use of Subscriber Service

Subscriber telephone service, as distinguished from public and semi-public telephone service, is furnished only for use by the subscriber, his family, employees or business associates, or persons residing in the subscriber's household, except as the use of the service may be extended to persons temporarily subleasing a subscriber's residential premises. The Telephone Company has the right to refuse to install subscriber service or to permit such service to remain on premises of a public or semi-public character when the instrument is so located that the public in general or patrons of the subscriber may make use of the service. At such locations, however, service may be installed, provided the instrument is so located that it is not accessible for public use.

GENERAL RULES AND REGULATIONS (Continued)

D. ESTABLISHMENT OF SERVICE

1. Application for Service

Application for service shall constitute a contract when accepted verbally or in writing by the Company or upon the establishing of service. The initial minimum contract period for exchange service is one (1) from the date the service is established unless otherwise specified herein or elsewhere in the Telephone Company tariff.

2. Telephone Numbers

The Subscriber has no property right in the telephone number or any right to continuance of service through any particular central office, and the Telephone Company may change the telephone number or the central office designation or both, of a subscriber whenever it deems it advisable in the conduct of its business to do so.

3. Alterations

The subscriber agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's wiring or equipment; and the subscriber agrees to pay the Company's current charges for such change.

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GENERAL RULES AND REGULATIONS (Continued)

D. ESTABLISHMENT OF SERVICE (Continued)

4. Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in the Telephone Company's Tariff, is borne by the Telephone Company. The subscriber agrees to take good care of the instruments and all the accessories connected therewith. In case of loss of, damage to, or destruction of any of the Company's instruments and accessories, not due to ordinary wear and tear, the subscriber is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the subscriber. Subscribers may not rearrange, disconnect or remove or permit others to rearrange, disconnect or remove any apparatus or wiring installed by the Telephone Company, except upon the written consent by the Telephone Company.

5. Unusual Installation Costs

Where special conditions or special requirements of the subscriber involve unusual construction or installation costs, the subscriber may be required to pay a reasonable proportion of such costs.

GENERAL RULES AND REGULATIONS (Continued)

E. INITIAL CONTRACT PERIODS AND TERMINATION OF SERVICE

1. INITIAL CONTRACT PERIODS

- a. Except as hereinafter provided, the initial (or minimum) contract period for all services and facilities is one month at the same location.
- b. The length of contract period for directory listings, and where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to the subscribers to the day the succeeding directory is first distributed to subscribers.
- c. The Telephone Company may require a contract period longer than one month at the same location in connection with special (non-standard) types or arrangements of equipment or for unusual construction necessary to meet special demands, and involving extra costs.

2. TERMINATION OF SERVICE BY SUBSCRIBERS

- a. Service may be terminated prior to the expiration of the initial contract period upon notice being given to the Telephone Company, and upon payment of the termination charges given below, in addition to all charges due for service which has been furnished.
 - i. In case of service for which the initial contract period is one month, the charges due for the balance of the initial month;
 - ii. Contracts for periods of longer than one month covering service whose installation required line extensions may be terminated upon payment of all charges that would accrue to the end of the contract period, or the contract will be transferred to a new applicant who is to occupy the same premises and will subscribe to the service effective on the day following termination by the original subscriber.
- b. Service may be terminated after the expiration of the initial contract period upon payment of all charges due to the date of termination of the service.

GENERAL RULES AND REGULATIONS (Continued)

F. SPECIAL SERVICE AND FACILITIES

Special service and facilities, not ordinarily used in the furnishing of telephone service and not mentioned in, provided for or contemplated by the tariff schedules of the Telephone Company, may be furnished or leased pursuant to special contract for such special service or facility for such period as may be agreed upon, not to exceed one year, provided such service or facility or the use made thereof is not lawful and does not interfere with the telephone service furnished by the Telephone Company. In the event any such special service or facility or the use thereof interferes with the furnishing of the telephone service by the Telephone Company, the Telephone Company may terminate such contract and cease to furnish such special service or facility after thirty days written notice to the Subscriber; and provided that the Commission may terminate such contract whenever, in its opinion, public interest required such termination.

G. LIABILITY OF TELEPHONE COMPANY

1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service or facilities and not caused by subscriber-provided equipment or facilities or by the negligence of the subscriber, shall not exceed an amount equivalent to the proportionate charge for the affected service or facility for the period of such impairment.
2. When the lines of other telephone companies are used in establishing connections to points not reached by the Telephone Company's lines, the Telephone Company is not liable for any act or omission of the other company or companies.

H. OBLIGATION OF CUSTOMER

The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called number.

I. ADVANCE PAYMENTS

Applicants for service involving special construction may be required to make an advance payment. The amount of the advance payment is credited to the customer's account as applying to any indebtedness under the contract.

J. APPLICATION OF CONSTRUCTION CHARGES

When special construction charges for individual customers are necessary, special construction charges may apply as set forth in Section 1 of this Tariff.

P.U.C.O. NO. 4

LIFELINE REQUIREMENTS

The Telephone Company shall provide Lifeline services as defined in 47 C.F.R. § 54.401 (a) on a non-discriminatory basis to all qualifying low-income customers. The Company's Lifeline service offering shall comply with all applicable federal and state laws, including, but not limited to 47 C.F.R. Part 54, Subpart E; the FCC's Lifeline reform order (Report and Order released February 6, 2012, WC Docket No. 11-42 *et.al.*), the FCC Modernization Order (Third Report and Order released on April 27, 2016, WC Docket No. 11-42, *et.al.*), and any subsequent clarifying orders; Section 4927.13, Ohio Revised Code; Rule 4901:1-6-19, Ohio Administrative Code; and the Commission's nontraditional Lifeline service order (Finding and Order adopted May 23, 2012, Case No. 10-2377-TP-COI) and any subsequent entries and/or orders. (C)

Issued: December 1, 2016

Effective: December 2, 2016

In Accordance with Case No. 16-1116-TP-COI
Issued by the Public Utilities Commission of Ohio
Eric W. Roughton, Manager
Defiance, Ohio

Arthur Mutual Telephone Company
Defiance, Ohio

Section No. 4
First Revised Sheet No. 2
Replaces Original Sheet No. 2

P.U.C.O. NO. 4

(D)

Issued: June 12, 2012

In Accordance with Case No. 90-5004-TP-TRF
Issued by the Public Utilities Commission of Ohio
Eric W. Roughton, Manager
Defiance, Ohio

Effective: June 12, 2012

Arthur Mutual Telephone Company
Defiance, Ohio

Section No. 4
First Revised Sheet No. 3
Replaces Original Sheet No. 3

P.U.C.O. NO. 4

(D)

Issued: June 12, 2012

Effective: June 12, 2012

In Accordance with Case No. 90-5004-TP-TRF
Issued by the Public Utilities Commission of Ohio
Eric W. Roughton, Manager
Defiance, Ohio

Arthur Mutual Telephone Company
Defiance, Ohio

Section No. 4
First Revised Sheet No. 4
Replaces Original Sheet No. 4

P.U.C.O. NO. 4

(D)

Issued: June 12, 2012

Effective: June 12, 2012

In Accordance with Case No. 90-5004-TP-TRF
Issued by the Public Utilities Commission of Ohio
Eric W. Roughton, Manager
Defiance, Ohio

Arthur Mutual Telephone Company
Defiance, Ohio

Section No. 4
First Revised Sheet No. 5
Replaces Original Sheet No. 5

P.U.C.O. NO. 4

(D)

Issued: June 12, 2012

Effective: June 12, 2012

In Accordance with Case No. 90-5004-TP-TRF
Issued by the Public Utilities Commission of Ohio
Eric W. Roughton, Manager
Defiance, Ohio

INTRALATA PRESUBSCRIPTION

1. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the calls to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

2. IntraLATA Presubscription Options

Option A. Subscriber may select the Telephone Company's intraLATA carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company's intraLATA carrier or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA calls to the carrier of choice of each call.

3. Rules and Regulations

Subscribers of record on the effective date of this tariff will retain their current dialing arrangements until they request that their dialing arrangements be changed. Until an affirmative choice is made, all subscribers will be assigned to the Telephone Company's intraLATA carrier.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed IntraLATA toll carrier at any time subject to charges specified in Paragraph 5 below.

INTRALATA PRESUBSCRIPTION (Continued)

4. IntraLATA Presubscription Customer Notices

The Telephone Company will notify subscribers that intraLATA Presubscription is available no longer than sixty (60) days following the effective date of this tariff. The notice will contain a description of intraLATA toll presubscription, how to make an intraLATA toll presubscription carrier selection, and a description of when and what charges apply related to the selection of an intraLATA toll carrier.

5. IntraLATA presubscription Charges

a. Application of Charges

There will be no charges for a subscriber's initial intraLATA toll presubscription selection for a period beginning on the effective date of this tariff and ending no sooner than ninety (90) days following the mailing date of subscriber notification of intraLATA presubscription availability.

New local service subscribers will be asked to select a carrier(s) for their intraLATA toll and interLATA calls subject to presubscription at the time they place an order with the Telephone Company for local exchange service. If the new subscriber is unable to make a selection, at that time, the new subscriber will be read a random listing of all available intraLATA toll carriers to aid their selection. If the new subscriber is still unable to make a selection, at that time, the Telephone Company will inform the new subscriber that he/she will be given ninety (90) days in which to inform the Telephone Company of an intraLATA toll presubscription carrier choice at no charge. The new subscriber will also be informed that the Telephone Company will assess a charge for any selections made after the ninety (90) day window and that until a selection is made the subscriber will be required to dial a carrier access code to route all intraLATA toll calls.

New subscribers who do not make an intraLATA toll carrier presubscription choice at the time the new subscriber places an order establishing local exchange service with the Telephone Company will not be presubscribed to any intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

After a subscriber's initial selection for a presubscribed intraLATA toll carrier, for any change thereafter, an IntraLATA Presubscription Change Charge will apply as follows:

INTRALATA PRESUBSCRIPTION (Continued)

- a. Application of Charges (Continued)
- (1) The charge shall be no greater than those set forth in Paragraph 5.b., unless modified by a company-specific Commission-approved tariff.
 - (2) If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.
- b. Nonrecurring Charges IntraLATA Presubscription Change Charge
- Per business or residence line, trunk, or port:
- | | | |
|----|--------------------|--------|
| -- | Manual Process | \$5.50 |
| -- | Electronic Process | \$1.25 |