

Doylestown Telephone Company  
Doylestown, Ohio

**DOYLESTOWN TELEPHONE COMPANY GUIDEBOOK  
FOR RATES, TERMS AND CONDITIONS  
APPLYING TO THE PROVISION OF INTRASTATE LONG  
DISTANCE SERVICE FOR SUBSCRIBERS OF DOYESTOWN  
TELEPHONE COMPANY IN THE STATE OF OHIO**

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1. APPLICATION OF GUIDEBOOK

This Guidebook contains the rates, terms and conditions for intrastate long distance services offered to Doylestown Telephone Company (the "Company") subscribers.

2. USE OF OPERATOR SERVICES

(A) General

The rates and regulations contained in this Guidebook do not apply to services provided by a local exchange company or other common carrier for use in accessing the services of the Company.

(B) Responsibilities of the Company

As an operator services provider, the Company shall:

- (1) Identify itself, audibly and distinctly, to the consumer at the beginning of each telephone call and before the consumer incurs any charge for the call;
- (2) Permit the consumer to terminate the telephone call at no charge before the call is connected;
- (3) Disclose immediately to the consumer, upon request and at no charge to the consumer:
  - (a) A quote of its rates or charges for the call;
  - (b) The method by which such rates or charges will be collected; and
  - (c) The methods by which complaints concerning such rates, charges, or collection practices will be resolved;
- (4) Ensure, by contract or this Guidebook, that each aggregator for which such provider is the presubscribed provider of operator services is in compliance with the requirements of paragraph 2(C)(1) through (3) following;
- (5) Withhold payment (on a location-by-location basis) of any compensation, including commissions, to aggregators if such provider reasonably believes that the aggregator is blocking access to intrastate common carriers in violation of paragraph 2(C)(2) following;
- (6) Not bill for unanswered telephone calls in areas where equal access is available;

- (7) Not knowingly bill for unanswered telephone calls where equal access is not available;
- (8) Not engage in call splashing, unless the consumer requests to be transferred to another provider of operator services, the consumer is information prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the consumer then consents to be transferred.

(C) Responsibilities of the Subscriber

A subscriber to the operator services described herein (commonly referred to as aggregators, such as hotels and hospitals) shall:

- (1) Post on or near the telephone instrument, in plain view of consumers;
  - (a) The name, address, and toll-free telephone number of the Provider of Operator Services; and
  - (b) A written disclosure that the rates for all operator-assisted calls are available on request, and that consumers have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
  - (c) The name and address of the enforcement division of the Common Carrier Bureau of the P.U.C.O., to which the consumer may direct complaints regarding Operator Services; and
- (2) Ensure that each of its telephones presubscribed to a Provider of Operator Services allows the consumer to use "800" and "950" access code numbers to obtain access to the Provider of Operator Services desired by the consumer; and
- (3) Ensure that no charge by the Aggregator to the consumer for using "800" or "950" access code number, is greater than the amount the Aggregator charges for calls placed using the Presubscribed Provider of Operator Services.

3. LIABILITY OF THE COMPANY

- (A) The Company shall be indemnified and held harmless by the customer against:
  - (1) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material transmitted over the Company's facilities; and

- (2) Claims for patent infringement arising from combining or connecting the Company's facilities with apparatus and systems of the customer; and
  - (3) All other claims arising out of any act or omission of the customer in connection with any service provided by the Company.
- (B) The Company shall be indemnified and held harmless from any and all loss, claims, demands, suits, or other action, whether suffered, made, instituted, or asserted by the customer or by any other party or persons, for any personal injury to, or death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use that is not the direct result of the Company's negligence. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.
- (C) The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service, and not caused by the negligence of the Company, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period during which the call was affected. No other liability shall in any case attach to the Company.
- (D) The Company and/or customer shall not be liable to the other for any failure of performance due to causes beyond its control including fire, flood, epidemic, earthquake, other acts of God, explosion, strike or other labor disputes, riot or civil disturbance, war (whether declared or undeclared) or armed conflict, failure of common carrier or "carrier's carrier" or municipal ordinance, any state or federal law, governmental order or regulation or order of any court, or any other occurrence not within the control of Carrier or customer, as the case may be.

#### 4. USE OF SERVICE

Intrastate Long Distance Message telecommunications Service (LDMTS) may only be used to transmit communications of the customer and authorized users in a manner consistent with the terms of this Guidebook and the policies and regulations of the Federal Communications Commission (FCC) and local authorities having jurisdiction over the service. It is the responsibility of the customer to guard and protect against any unauthorized use of any Company-issued codes to which billing may be charged.

#### 5. PAYMENT ARRANGEMENTS

(A) Payment for Service

The customer is responsible for the payment of all charges for services furnished to the customer.

(B) Taxes and Other Surcharges

Customer shall pay all sales, use, gross receipts, excise, access, or other Local, State and Federal taxes, charges or surcharges, however designated, imposed on or based upon the provisions, sale or use of the Services (excluding taxes on Company's net income). Such taxes shall be separately stated on the applicable invoice.

(C) Billing and Payment of Charges

The customer is responsible for payment of all charges incurred by the customer or users for services furnished to the customer by the Company.

Recurring charges shall be billed in advance after the Service Date is determined and will be due no later than thirty (30) days after the date of the invoice. Usage charges and other charges shall be billed as incurred, and will be due no later than thirty (30) days after the date of the invoice. State and Federal Government agencies may be billed in arrears.

In the event that the Company's computerized usage recording system fails or is otherwise unavailable for all or part of any billing period, the Company shall be entitled to make a reasonable estimate of customer's usage of Services in the period in question for billing purposes.

(D) Billing Disputes

In the event of a dispute between a customer and the Company regarding charges billed by the Company, Company will investigate the particular case and report the results thereof to the customer. During the period that the disputed amount is under investigation, the Company will not pursue any collection procedures or assess late fees with regard to the disputed amount. The customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service.

(E) Deposits

To safeguard its interests, before a service is furnished, the Company may require a customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the customer of the responsibility for the prompt payment of bills on presentation.

A present customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the customer has had service disconnected during the last twelve (12) months, or has presented a check subsequently dishonored.

If a deposit is requested, it may not exceed the estimated charges for two (2) months services plus thirty percent (30%) of the monthly estimated charge for a specified customer.

(F) Discontinuance of Service

If customer fails to pay timely any amount required and such failure continues for ten (10) days after written notice to customer, Company at its sole option may discontinue existing services, suspend existing services, or refuse to accept orders for additional services, and/or pursue any other remedies as may be provided at law or in equity. The Company shall incur no liability for such discontinuance, suspension or refusal to accept orders.

6. APPLICATION OF RATES

(A) Long Distance Message Telecommunications Service (LDMTS)

Long Distance Message Telecommunications Service (LDMTS) is offered on a direct Distance Dialed basis or an Operator Assisted basis. The rates are specified in Sections 7 and 9 following.

The measured usage rates for intrastate LDMTS will depend on the time periods in which the call occurs. The rates are charged in increments of an initial rate period and additional minute rate period. The initial rate period is for connections of one minute or any fraction thereof. Each additional minute is billed on a per minute of use or any fraction thereof that the connection continues beyond the initial rate period. If a call is initiated in one rate period, and continues into another rate period, the per minute charges will change accordingly for any full minutes occurring in the next rate period. The rate schedules in Sections 7(A) and 7(B) following are time-of-day sensitive. The rates are divided among day, evening, and night rate periods. Volume discounts may apply depending on usage.

The unit of measure used for timing of messages is one minute increments.

Fractional rates will be rounded to the nearest penny using the conventional rounding method.

(B) Rates Applicable for Hearing and Speech Impaired Persons

(1) For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

- (2) Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, healthcare official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.
- (3) Upon receipt of the appropriate application, and certification or verification or a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
  - (a) Off the basic MTS, current, price list day rates: a forty percent (40%) discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m., Monday through Friday; a sixty percent (60%) discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m., Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a seventy percent (70%) discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
  - (b) Off the basic MTS, current, price list day rates; no less than a straight seventy percent (70%) discount shall be made available on a twenty-four (24) hour a day basis; or
  - (c) For MTS which is offered in a mileage-banded rate structure with the traditional day, evening, and night/weekend discounts; the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/weekend" discount plus an additional discount equivalent to no less than ten percent (10%) of the Company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- (4) All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph (D)(3) preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

(C) Emergency Services Calling Plan

Message toll telephone calls, to governmental emergency service agencies as set forth in (1) following, have primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (2) following, are offered at no charge to customers:

- (1) Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- (2) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate the prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

7. MEASURED USAGE CHARGES

- (A) Maximum Rates. The Company no longer provides maximum rates. See Price List for current rates.
- (B) Current Rates. See Price List

8. RATE PERIODS

- (A) Day Rate

8:00 a.m. to 5:00 p.m.(\*). Monday through Friday, except for holidays which are billed at the holiday rate specified in Section 8(D) following.

- (B) Evening Rate

5:00 p.m. to 11:00 p.m.(\*). Sunday through Friday, except holidays.

- (C) Night/Weekend Rate

11:00 p.m. to 8:00 a.m.(\*). all days, including holidays.

8:00 a.m. to 11:00 p.m.(\*) Saturdays.  
8:00 a.m. to 5:00 p.m.(\*) Sundays.

(D) Holiday Rate

The Holiday Rate is applicable for New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a Saturday, the Holiday Rate will be effective on the preceding Friday. If the holiday falls on a Sunday, the Holiday Rate will be effective on the following Monday. The applicable rates from 8:00 a.m. to 11:00 p.m.(\*) will be the evening rate schedule, and from 11:00 p.m. to 8:00 a.m.(\*), the night rate schedule is applicable.

(\*) Denotes up to, but not including

9. OPERATOR ASSISTED CALLS

The rates and charges for operator assisted intrastate calls handled by the Company include an operator surcharge applicable on each billed intrastate message and the measured usage charges.

The measured usage charges apply to all Operator Assisted Calls and to Customer Dialed or Operator Assisted Credit Card Calls. The measured usage charges are applied uniformly to residence and business customers as described in Sections 7(A) and 7(B) preceding.

(A) Operator Assisted Surcharges

The applicable Operator Assisted Surcharge is assessed on the initial one minute rate period for each intrastate billed Operator Assisted call (except Directory Assistance). The service charge rate does not vary based on mileage bands nor the rate period.

- (1) Directory Assistance – charge per each intrastate listing provided, other than local numbers within the local exchange service area of the Company (applicable for Direct Dialed Requests, 0- Dialed Requests, 0+ Dialed Requests, and Credit Card Calls).
- (2) Operator Dialed Calls – charge per each call placed by an Operator. Includes Third Number Billed, which allows a call to be billed to a station other than the calling or called station; and collect calls, which allow a call to be billed to the called station, if accepted by the called party. Also includes Operator Dialed Calls billed to a Credit Card.
- (3) Operator Station – surcharge applies when calls are completed with the assistance of an operator. This includes Sent – Paid Coin.

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- (4) Person to Person – allows the person originating the call to specify the party to be reached.
  - (5) Calling Card Surcharges – charge per call for billing to any Calling Card. Includes Customer Dialed, Operator Dialed, and Operator Must Assist.
  - (6) Operator Access Surcharge – operator is asked to connect to another operator.
- (B) Maximum Rates for Operator Assisted Service Charges. The Company no longer provides maximum rates. See Price List for current rates.
- (C) Current Rates for Operator Assisted Service Charges. See Price List.

10. PRICE LIST – EFFECTIVE MAY 19, 2011

Long Distance Message Telecommunications Service (LDMTS)

Measured Usage Charges

Residence

Rate Mileage	Day Rates		Evening Rates		Night & Weekend Rates	
	Initial 1 Minute	Each Add'l Minute	Initial 1 Minutes	Each Add'l Minute	Initial 1 Minute	Each Add'l Minute
1-10	\$0.29	\$0.15	\$0.11	\$0.04	\$0.11	\$0.04
11-End	0.32	0.20	0.15	0.08	0.15	0.08

Business

Rate Mileage	Day Rates		Evening Rates		Night & Weekend Rates	
	Initial 1 Minute	Each Add'l Minute	Initial 1 Minutes	Each Add'l Minute	Initial 1 Minute	Each Add'l Minute
1-10	\$0.29	\$0.15	\$0.11	\$0.04	\$0.11	\$0.04
11-End	0.32	0.20	0.15	0.08	0.15	0.08

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Operator Assisted Service Charges

	<u>Maximum</u>
Directory Assistance	\$0.95
Operator Assistance	
Collect	2.25
Billed to Third Party	2.35
Sent-Paid – Non Coin	2.30
Person-to-Person	4.80
Station-to-Station	2.30