

Metropolitan Telecommunications d/b/a MetTel
P.S.C. No. 4 – Telephone
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SECTION 1 - GENERAL REGULATIONS

A. APPLICATION OF RATES AND CHARGES

1. Business and Residence Rates

a. Residence rates apply at the following locations:

- 1) In private residences or residential apartments of hotels and apartment houses for domestic use and not for substantial occupational use.
- 2) For service provided to individual members of clergy at a church when business service is already established at the church and the purpose of the residential service is for personal use.
- 3) In college fraternity or sorority houses, convents and monasteries for domestic, rather than occupational, use in residential quarters.
- 4) To the residential portion of a location used for both residence and business purposes, where the use of the service is for domestic purposes and where the business use, if any, is occasional.

b. Residence rates do not apply to service furnished:

- 1) In residential locations if the listing indicates a business or profession, except as otherwise provided by this Tariff.
- 2) In residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

A. APPLICATION OF RATES AND CHARGES, (Cont'd)

2. Flat Rate Service and Message/Measured Rate Service on Same Premises. Flat rate service and Message/Measured rate service will not be furnished on the same premises except as follows:
 - a. Flat rate service for the exclusive use of the subscriber may be furnished to a subscriber to semi-public service or to a hotel, apartment house, club or hospital that subscribes to Message/Measured rate service for the use of its guests, tenants, patrons or patients.
 - b. Flat rate service and Message/Measured rate service may be furnished on the same premises only where the services are furnished from different exchanges.
 - c. Flat rate service for the exclusive use of the subscriber may be furnished to a reseller of service that subscribes to Message/Measured rate for resale to its customers.

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SECTION 1 – GENERAL REGULATIONS, (CONT'D)

B. USE OF SERVICE AND FACILITIES

1. Use of Service

a. Business and Residence Service

The use of business service and facilities is restricted to the subscriber, and the customers of resellers of service in accordance with paragraph b. following except as otherwise provided by this Tariff.

The use of residence service and facilities is restricted to the subscriber, the members of the subscriber's domestic establishment except as otherwise provided by this Tariff.

Services and facilities are furnished only for communications in which the subscriber and the aforementioned persons have a direct interest and shall not be used for collection, transmission or delivery of communications for others except as otherwise provided by this Tariff.

The Telephone Company shall not be required to furnish service or facilities where the circumstances are such that the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.

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SECTION 1 – GENERAL REGULATIONS, (CONT'D)

B. USE OF SERVICE AND FACILITIES, (Cont'd)

1. Use of Service, (Cont'd)

b. Resale and Sharing of Service

1. The Telephone Company will permit the resale or sharing of basic local exchange service and private line services, subject to the following terms and regulations:

- a) "Resale" is the reselling by a subscriber of the subscriber's service to others for profit.

"Sharing" is the shared use by a subscriber with others on a shared cost (non-profit) basis of the subscriber's service.

- b) Resellers are required to obtain a Certificate of Public Convenience and Necessity issued by the Public Service Commission, State of New York.

- c) The Telephone Company will not be responsible for the manner in which the use of service charges is allocated to others by a subscriber who resells or shares service. All applicable rates and charges for such service will be billed to the subscriber.

- d) Orders for service will be accepted by the Telephone Company only from the subscriber.

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SECTION 1 – GENERAL REGULATIONS, (CONT'D)

B. USE OF SERVICE AND FACILITIES, (Cont'd)

1. Use of Service, (Cont'd)

b. Resale and Sharing of Service (Cont'd)

2. Service on which resale or sharing is permitted:

- a) Resale/Sharing of exchange service will be permitted only on message rate or measured business rate individual and trunk lines. Flat rate exchange service, except specially rated lines connected to FCC registered customer owned coin operated telephones (COCOT).
 - b) The Telephone Company retains the right to serve the ultimate user directly, if that user so chooses.
 - c) Customers of resellers will be permitted to terminate their Telephone Company provided lines on a common PBX.
 - d) When a reseller provides service to a number of customers through a common PBX, the responsibility of the Telephone Company ends at the trunk lines which terminate in the switchboard.
- 3. Directory listings for the customers of subscribers who resell or share service will be provided at the rates for business additional listings as set forth in the company Tariff. The reseller accepts responsibility for the composition and accuracy of these listings, as well as the monthly charges.**
- 4. The Telephone Company shall not be required to permit resale or sharing of service provided by the Telephone Company where the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service.**
- 5. In the event that provision of interoffice circuits becomes a problem because of demand from resellers that could not reasonably be anticipated and included in Telephone Company forecasts, the Telephone Company may require a minimum of six months' notice of circuit requirements from resellers.**

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SECTION 1 – GENERAL REGULATIONS, (CONT'D)

B. USE OF SERVICE AND FACILITIES, (Cont'd)

1. Use of Service, (Cont'd)

b. Resale and Sharing of Service, (Cont'd)

6. When an application is cancelled or changed prior to the establishment of service requested by a reseller, termination charges will apply.
7. Maintenance Service Charges included in the tariff apply as appropriate.

c. Protection of Telephone Company Plant, Property and Service

The telephone company shall not be required to furnish services to a reseller where the proposed use of the service would tend to injuriously affect the

2. Use and Ownership of Directories and Unauthorized Attachments

Telephone directories distributed from time to time by the Telephone Company remain the property of the Telephone Company, shall not be mutilated, and shall be surrendered upon request or upon delivery for the subsequent issue. No binder, holder, insert, auxiliary cover or attachment of any kind shall be attached to or used with the directories owned by the Telephone Company, which mutilates the directory or is so attached as to impede reference to essential service information or otherwise interfere with service.

3. Use and Ownership of Equipment and Unauthorized Attachments or Connections

Unauthorized attachments or connections of the Telephone Company's equipment, channels and lines shall be carefully used. Equipment furnished by the Telephone Company shall remain its property and be returned to it whenever requested, in as good condition as reasonable wear will permit.

4. Broadcast of Recordings of Telephone Conversation and Incoming Messages

Broadcasting of a recording of a telephone conversation or incoming message during the period of recording is permitted provided that the recording is made in accordance with regulations set forth in this Tariff and any applicable regulations from the FCC.

5. Content Related Services

Customers wishing to establish any content related services must adhere to the terms and conditions in this Tariff.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

C. OBLIGATION OF TELEPHONE COMPANY

1. This Company does not transmit telephone messages, but offers, subject to the terms and conditions specified in this Tariff, the use of the facilities where available for communication between parties.

The Telephone Company's obligation to furnish facilities and service is dependent upon its ability

- a. To secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment,
- b. To secure and retain, without expense to it, suitable space for its plant and facilities in the building where service is or is to be provided,
- c. To secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein, or
- d. To secure compliance with the provisions of this Tariff as to underground construction by the subscriber or any other party in interest, such as the applicant for service or the owner or operator of the premises where service is or is to be provided, and
- e. The Telephone Company's obligation to furnish service or to continue to furnish service is further dependent on its ability to obtain, retain, and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

D. LIABILITY

1. Liability of Customer for Loss of or Damage to Equipment

The customer is required to reimburse the Telephone Company for any loss of, or damage to telephone facilities or equipment, on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

D. LIABILITY (Cont'd)

2. Liability of Telephone Company for Service Interruptions, Errors, etc.

a. Service Interruptions

A service interruption is considered to occur when the customer is unable to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors. Interruption does not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and /or switching capacity shortages. Nor shall the interruption allowance apply wherever service is interrupted by the negligence or will act of the customer, or where the Company, pursuant to the terms of this Tariff, suspends or terminates service because of non-payment of bills due the Company, unlawful improper use of the facilities or service, or any other reason covered by this Tariff. No allowance shall be made for interruptions due to electric power failure where, by the provisions of this Tariff, the customer is responsible for providing electric power. Allowance for interruptions of message rate service will not affect the customer's local call allowance during a given billing period.

When, after notice by the customer to the Company of an interruption of service continues to be interrupted, a credit allowance will be given if the interruption continues for at least 24 hours. The allowance is equal to a portion of the tariffed monthly rate for all services and facilities furnished by the Company that are rendered useless or substantially impaired. The allowance shall apply as follows with respect to the period of interruption that continues after such notice:

b. If interruption continues for less than 24 hours:

If the allowance is requested of the business office by the customer on the grounds that his service for the day was substantially impaired by such interruptions, then, for that day:

- 1) 1/30th of such monthly rate, if there was not a previous interruption of at least 24 hours in the same billing period.
- 2) 2/30th of such monthly rate, if there was a previous interruption of at least 24 hours in the same billing period.

c. If interruption continues for more than 24 hours:

- 1) If the interruption is caused by storm, fire, flood or other condition out the of the Company's control, 1/30th of such monthly rate for each 24 hours (or fraction thereof).

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

D. LIABILITY (Cont'd)

2. Liability of Telephone Company for Service Interruptions, Errors, etc., (Cont'd)

c. If interruption continues for more than 24 hours:, (Cont'd)

- 2) For other interruptions, 1/30th of such rate for the first 24 hours and 2/30th of such rate for each additional 24 hours (or fraction thereof); however, if service is interrupted for over 24 hours more than once in the same billing period, the 2/30th allowance applies for the first 24 hours of the second and subsequent interruptions.

d. Exclusivity of allowance in absence of gross negligence or willful misconduct

Apart from the interruption allowance stated above, no liability shall attach to the Telephone Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Telephone Company, its agents, servants or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the subscribers or users of the service or facilities) in the absence of gross negligence or willful misconduct.

e. Use of facilities of other companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

f. Indemnification by Customer

The customer indemnifies and holds the Company harmless against claims for libel, slander, or infringement of copyright arising from the material transmitted over its facilities against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company or the customer.

g. Customer-provided Equipment

The services and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omission, interruptions, delays, errors or defects in transmission or other injury, included but not limited to, injuries to person or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

D. LIABILITY, (Cont'd)

2. Liability of Telephone Company for Directory Errors and Omissions, (Cont'd)

h. Credit to Customer

Credits attributable to any billing period under the preceding paragraphs shall not exceed the total charges for that period for the services and facilities furnished by the Company rendered useless or substantially impaired.

i. **Liability of the Company for Directory Listing Errors**

In the absence of gross negligence or willful misconduct and except for the allowances states elsewhere in this Tariff or with the tariff on file, no liability for damages arising from errors in directory listings or errors in listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. A listing is considered in error only when it makes it difficult to locate a customer's telephone number. An address is considered in error only when it shows the customer on the wrong street or in the wrong community. The customer must notify the company of an error.

An allowance for errors in published directory listings or for errors in listings obtainable from the directory assistance operator shall be given as follow:

- 1) Free listings – for free or non-charge published directory listings, credit shall be given at the rate of two times the monthly rate for an additional or charge listing affected, for each month of the life of the directory or the charge period during which the error occurs. The Company may issue the credit in a lump sum if it chooses to do so.
- 2) Charge listings – for each additional or charge published directory listing, credit shall be given at the monthly rate for each individual line affected, for each month of the life of the directory or the charge period during which the error occurs.
- 3) Operator records – for free or charge listing obtainable from records used by the directory assistance operator, upon notification to the Company of the error in such records by the customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time for reasons within the control of the Company, credit shall be given at the rate of two-thirtieths (2/30) of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- 4) The total amount of any credit shall not exceed, on a monthly basis, the total of the charges for each listing plus the basic monthly rate for the line(s) in question. No allowance will be provided for errors caused by other carriers or operator services providers.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

E. TELEPHONE NUMBER CHANGES

The Company reserves all rights to the telephone numbers assigned to customers, including Customized Numbers. The customer has no right to be assigned a particular number unless they agree to pay Customized Number rates which are provided where facilities permit. The customer has no ownership of any telephone number.

When existing service is continued for a new customer, the telephone number may be retained by the new customer only if the former customer consents, and if all charges against the account are paid or assumed by the new customer. Unless the Company's billing facilities can do differently, only one bill covering the full month that the conversion to the new customer took place will be issued. It shall be the responsibility of the new customer to ensure that all charges from either party are fully paid. The Company is not responsible for the release of billing information for the previous customer on the bill, which is sent to the new customer.

F. ACCESS TO SUBSCRIBER'S PREMISES

The Telephone Company and its employees may have access to the subscriber's premises at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Telephone Company's facilities or making collections where coin telephone service is provided.

G. MINIMUM CHARGES

1. General

The minimum charge for exchange service and facilities, private line service and facilities and leased channels is the applicable rate for one month except as otherwise provided in this Catalog or in the Tariff. Customers must pay the regular cataloged rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the equipment is moved within the same building, to another building on the same premises, or to a different premise entirely, the period of service at each location is used in calculating the minimum period of service.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property by fire or similar cause requiring the premises to be abandoned or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer after the first month at the original customer's same premises, the minimum period of service requirements are assigned to the new customer if he agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service originally was furnished.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

H. POWER SUPPLY

The customer is responsible for providing suitable electric power when and where required. In the event of a power failure, no allowance is made for interruption of the service connected to the customer's power supply.

I. PAYMENTS AND TERMINATION OF SERVICE

1. Advance Payment

- a. Any applicant for facilities or service who financial responsibility is not established to the satisfaction of the Company may be required to pay in advance a sum not to exceed two times the average monthly bill for basic local exchange service.
- b. Applicants for facilities or service to which construction charges are applicable may be required to prepay the monthly payments for such construction charges, the amount of such prepayment to be computed as provided in the catalog and/or tariff.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

2. Deposits

a. General

Subject to the special provisions for residential customers, set forth below, any applicant or subscriber, whose financial responsibility is not established to the satisfaction of the Telephone Company, may be required to deposit a sum up to an amount equal to the total of the estimated charges for two months for the facilities and service. Such applicant or subscriber who requests or is furnished facilities and service for which a minimum charge of more than one month is specified in this Catalog, may, in addition, be required to deposit a sum to an amount equal to the total of the minimum charge less any installation charge paid by the subscriber.

The fact that a deposit has been made shall in no way relieve the applicant for or subscriber from complying with the Catalog regulations for advance payments and for the prompt payment of bills on presentation.

Either a new customer or an existing customer may be required to make a deposit. The need for a deposit is based on a new customer's ability to establish satisfactory credit and on an existing customer's payment history with the Company.

b. Special Provisions for Residential Customers

1) Deposits from existing customers.

Except as provided in (3) following, the company may require a deposit from a residential customer if the customer is delinquent in payment, or if the customer's service has been terminated for non-payment once within the preceding six-month period. "Delinquent in payment" means that a customer has received two consecutive telephone bills without making payment of one-half of the total of the two bills. (A customer is not considered delinquent, however, if an amount in dispute is not paid before the dispute is resolved.)

An existing residential customer is any applicant for service who was a customer of the same telephone corporation within twelve months of making the request, provided that prior service was not terminated for non-payment, unless service is requested within 10 days of such termination for non-payment. Applicants for residential service and existing residential customers are permitted to pay deposits in installments over a period not to exceed 6 months.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENT AND TERMINATION OF SERVICE, (Cont'd)

2. Deposits, (Cont'd)

b. Special Provision for Residential Customers, (Cont'd)

2) Deposits from New Customers.

A new customer is any applicant for service who has not been a customer of the same Telephone Company within twelve months of making the request. A new residential customer shall not be required to post a security deposit as a condition of receiving telephone service unless such new customer is a seasonal or short-term customer.

A seasonal customer is an individual who applies for and receives telephone service periodically each year, intermittently during the year or at other regular intervals. A short-term customer is an individual who requires telephone service for a specific period of time that does not exceed one year.

3) Deposits from new or existing customers 62 years of age or older.

All new customers or existing customers who are 62 years of age or older shall be exempt from any deposit requirement unless such person's telephone service was terminated for non-payment during the preceding 6 months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date of service is connected, or 30 days from the date that verification of age is requested from an existing customer, the Company may suspend or terminate service unless the customer pays the required deposit.

Any new customer or existing customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

4) Income Assistance Recipients

The Company shall not require any person it knows to be a recipient of public assistance, supplemental security income or additional state payment to post a deposit.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENT AND TERMINATION OF SERVICE, (Cont'd)

2. Deposits, (Cont'd)

b. Special Provision for Residential Customers, (Cont'd)

5) Recent Payment History

Customers who have a recent payment history with the Company or another New York Telephone Utility are entitled to service without payment of a deposit unless their records indicate that they are delinquent in payment. A customer who still owes money to the Company for residential service on a prior account in his or her name shall be offered a deferred payment plan not to exceed 3 months provided that the customer had service for 3 months and was not terminated for non-payment during that period.
(See also - Deferred Payment Agreements).

c. Interest on deposits:

Simple interest at the rate specified by the Public Service Commission shall be credited or paid to the customer while the Company holds the money. New deposits from residential customers are reviewed after the first 3 monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to residential customers after one (1) year, unless the customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the subscriber.

d. Inadequate deposit:

If the amount of a deposit is inadequate, the customer shall be required to pay an additional deposit on request.

e. Return of deposit:

When a deposit on existing service is to be returned in whole or in part, the amount to be returned may first be applied to the current amount then payable for telephone service. Return of an amount over and above the current amount then payable for telephone service shall be made by check unless the subscriber requests that the full amount be credited to his bill, or, at the election of the depositor, the full refund shall be made to the depositor.

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SECTION 1 - GENERAL REGULATIONS, (CONT'D)

I. PAYMENT AND TERMINATION OF SERVICE, (Cont'd)

3. Responsibility for Local and Toll Message Charges

The subscriber is responsible for all messages sent over the subscriber's line and for all messages charged to the subscriber's line where the subscriber, or any person answering the subscriber's line, agrees to accept such charges.

4. Payment of Charges

- a. Monthly charges for facilities and service (other than charges for calls) are payable monthly in advance, and, except where otherwise provided in this Catalog, all other charges are payable upon request of the Telephone Company.
- b. Bills are due on due date shown on the bill and are payable at any business office of the Telephone Company, or at any other office designated by the Telephone Company.
- c. Except as shown above, the Telephone Company reserves the right to refuse an application for service made by a present or former subscriber who is indebted to the Telephone Company for telephone service previously furnished, until the indebtedness is satisfied. In the event that service is connected for a subscriber who is indebted to the Telephone Company for telephone service previously furnished such subscriber, the service may be terminated by the Telephone Company unless the subscriber satisfies the indebtedness within 20 days after written notification.
- d. Charges for toll messages, and charges in connection with coin box service, are payable upon request.

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I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

5. Suspension or Termination for Non-Payment

a. General

In the event of non-payment of bills rendered for service or for failure to post a required deposit, the Telephone Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Restoral Charge as well as any payment due and any applicable deposits. Such suspension or termination shall not be made until:

- 1) At least five days (10 days for termination) after the customer has either signed for or refused a register letter containing written notification mailed to the billing address of the customer
- 2) Where termination follows suspension, at least five days must elapse following the date of suspension before service is terminated, unless the customer consents to earlier termination.
- 3) Telephone Service shall not be suspended or terminated for nonpayment of a bill rendered or required deposit on weekends, the holidays listed below, other federal and state holidays proclaimed by the President or the Governor or on days when the main business office of this Company is not open for business.
- 4) Telephone service shall not be suspended or terminated for non- payment of a bill rendered or a required deposit on: Weekends; or the following public holidays:

New Year's Day	Lincoln's Birthday
Washington's Birthday	Memorial Day
Election Day	Columbus Day
Veteran's Day	Thanksgiving Day
Independence Day	Labor Day
Christmas	

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

5. Suspension or Termination for Non-Payment, (Cont'd)

b. Special Provisions for Residence Customer

- 1) Suspension/termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to customers no later than six business days after the date of the bill. The 25-day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.
- 2) Suspension shall not be made until at least 8 days (20 days for termination) after written notification has been issued.
- 3) Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected on December 23, 26, 30 and January 2. At least one attempt shall be made during non-working hours to contact the residential customer by telephone before the date of suspension/termination.
- 4) No Lifeline customer can be disconnected from Local Service for non- payment of Toll charges. If a Lifeline customer makes a partial payment, the dollars must first be applied to Local Service charges, then applied to Toll Service charges.

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

5. Suspension or Termination for Non-Payment, (Cont'd)

c. Exceptions to Suspension and Termination

The monthly rental charge does not apply during the period of suspension or termination for non-payment.

Telephone service shall not be suspended or terminated for:

- 1) Non-payment of bills rendered other than for telephone service or deposits requested in connection with telephone service or special construction charges.
- 2) Non-payment for services for which a bill has not been rendered;
- 3) Non-payment for services which have not been rendered, except the initial advance payment of new subscribers.

d. Suspension or Termination - Medical Emergencies

For medical emergencies an additional 30 days will be allowed for residential customers before suspension or termination, provided a medical certificate is supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the pending emergency, customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that customers have the ability to pay the charges.

e. Temporary Suspension of Service by Customer

Incoming and outgoing service will be suspended at the customer's request. Partial suspension of service on the same premises is not permitted. All services furnished to the customer on the same premises and all associated mileage services must be suspended at the same time.

The Company will assess a lower monthly rate for a customer requested service suspension as noted below. However, any mileage charges, monthly cable charges or monthly construction charges are still due, without reduction during the period of suspension.

Period of Suspension Charge	
- First Month or Partial Month	Regular Monthly Rate
- Each Additional Month (up to 12 months)	½ Regular Monthly Rate

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SECTION 1 - GENERAL REGULATIONS (CONT'D)

I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

5. Suspension or Termination for Non-Payment, (Cont'd)

f. Suspension or Termination - Elderly, Blind or Disabled

Where a residential customer is known to or identified to the telephone corporation as being blind, disabled or 62 years of age or older and all other occupants are under 18 years of age, 62 years of age or older, blind or disabled, an additional 20 days will be allowed before suspension or termination may occur. The company shall make a diligent effort to contact by phone or in person an adult resident at the location for purposes of devising a payment plan eight days before the date of suspension or termination.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established under this subdivision, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purposes of devising a payment plan.

6. Deferred Payment Agreements

- a. Existing residential customers with three or more months service and for whom service has not been terminated in the initial three months shall be offered a deferred payment agreement prior to suspension/ terminations. Customers with medical emergencies and customers who are elderly, blind or disabled shall be exempt from such eligibility criteria.
- b. Service will not be suspended or terminated unless a deferred payment plan is offered.
- c. Final notices of suspension/termination will advise customers of deferred payment arrangements and no less than six days before termination of total service, a deferred payment plan will be offered which will include in bold print a notice that assistance may be obtained from the Commission.
- d. Deferred payment agreements will be for a period of no less than 5 months unless otherwise agreed to by customers and for amounts of up to \$150 unless greater amounts are agreed to by the telephone corporation.

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I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

6. Deferred Payment Agreements, (Cont'd)

- e. Down payments shall not exceed the lesser of one-fifth of the amount deferred or three months of a customer's average billing, unless a greater amount is offered by the customer.
- f. If a customer on a deferred payment agreement defaults on an existing deferred payment agreement a new DPA need not be offered provided, however that such a customer may have the existing payment agreement renegotiated once within a 24-month period if the customer can demonstrate that his/her financial circumstances have changed significantly because of conditions beyond their control. If a customer has renegotiated the existing DPA once within the last 24 months and has been served normal notification, no further extension of time is necessary before disconnection can occur.

7. Adjusted Payment Schedule

Customers on fixed incomes (e.g., pensions and public assistance) shall be offered the opportunity to pay their bills on a reasonable schedule that is adjusted for periodic receipt of income.

8. Verification of Non-payment

- a. Telephone service shall not be suspended or terminated for non-payment of a bill rendered or a required deposit unless:
- 1) The Company shall have verified in a manner approved by the Public Service Commission that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
 - 2) The Company shall have checked the subscriber's account, on the day suspension or termination occurs, to determine whether payment has been posted to the subscriber's account as of the opening of business on that day.

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I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

9. Disputed Bills

- a. Telephone service shall not be suspended or terminated for non-payment of any billed charge which is in dispute or for the non-payment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules contained in Subchapter C, Chapter VI, Title 16 of the New York Code of Rules and Regulations, and the Company may not discontinue service regarding a disputed bill or deposit until it has complied with said Commission Rules.
- b. Telephone service may be suspended or terminated for non-payment of the undisputed portion of a disputed bill or deposit if the subscriber, having been asked to pay such undisputed portion, does not do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment, absent circumstances beyond the Company's control. When circumstances beyond the company's control exist, the service will be connected within 24 hours after the cessation of such circumstances.
- c. The Commission or its authorized designee may direct reconnection of service which may be within less than 24 hours.

10. Termination for Cause Other Than Non-payment

- a. The Telephone Company, after notice in writing to the subscriber and after having given the subscriber opportunity, appropriate to the circumstances involved, to respond to such notice, may under the following conditions, forthwith terminate the service, and sever the connection and remove its equipment from the subscriber's premises:
 - 1) In the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation by the subscriber of the rules and regulations governing the facilities and service furnished, or
 - 2) If in the judgment of the Telephone Company, any use of the facilities or service by the subscriber tends to injuriously affect the efficiency of the Telephone Company's personnel, plant, property or service.
- b. The Telephone Company, however, shall have the right to take immediate action, including termination of the service and severing of the connection without notice to the subscriber when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur.

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I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

10. Termination for Cause Other Than Non-payment, (Cont'd)

c. Prohibited, unlawful or improper use of the facilities or service includes, forexample:

- 1) The use of facilities or service of the Telephone Company to transmit a message or locate a person or otherwise to give or obtain information, without payment of Catalog or tariffed charges,
- 2) Calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons,
- 3) The use of profane or obscene language
- 4) The use of the service in such a manner as to interfere with the service of one or more other subscribers or to prevent others from making or receiving calls,
- 5) The use of a mechanical dialing device or recorded announcement equipment to seize a subscriber's line, thereby interfering with the subscriber's use of the service.
- 6) The obtaining of telephone service by any fraudulent means whatsoever, with the intent of avoiding payment for the service.

d. Where coin telephone service is furnished, the service may also be terminated by the Telephone Company without notice, for any of the following reasons:

- 1) In the event that the subscriber fails to redeem upon demand, slugs and therein spurious, mutilated, or foreign coins deposited in the collecting device at the value for which they were deposited.
- 2) In cases of apparent fraudulent use of the service as evidenced by shortage in receipts for messages recorded during any given collection period, unless the subscriber agrees in writing to compensate the Telephone Company upon demand, for all subsequent shortages in receipts for messages. Where service has been terminated because of shortages in receipts for messages, the execution of a like agreement shall be a condition precedent to the re-establishment of the service.
- 3) In the event that the subscriber fails to provide access to his premises for the purpose of making collections during regular business hours.

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I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

10. Termination for Cause Other Than Non-payment (Cont'd)

- e. Abandonment or unauthorized use may also result in termination of telephone service.
1. In the event of abandonment of facilities or use by unauthorized persons, the Telephone Company may terminate telephone service if it is determined by an inspection of the premises, or such other means as are necessary, that such facilities have in fact been abandoned or are being used by unauthorized persons.
 2. Suspension/termination of residential service for abandonment or unauthorized use may occur only after such means are used which are reasonably calculated to determine occupancy or authorized use and a notice must be sent to the customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or a new customer advises that he or she moved into the location.
 3. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and that service is subsequently restored to the same subscriber at the same location:
 - a) No charge shall apply for the period during which service had been terminated and
 - b) No charge shall be made for reconnection of the service if the termination was in error.

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I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

11. Billing Discrepancies Backbilling

Charges for previously unbilled service or upward adjustments of bills previously rendered for service to residential customers may not be billed beyond 24 months after the error occurred unless the culpable conduct of the customer caused or contributed to the untimely billing. When such charges are billed, the Company must provide an explanation and advise customers that payment may be made under an installment plan that must not be for a shorter term than one month for each month that late-billed charges are being assessed. In addition, absent culpable conduct by the customer, the Company may not terminate service for non-payment of charges billed in excess of six months after the service was provided.

12. Interest on Customer Overpayments

- a. The Company will provide interest on customer overpayments in excess of the correct charge for telephone service supplied to the customer an overpayment was due to erroneous billing by the Company.
- b. The interest rate on the overpayment is the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed.
- c. Interest will be paid from the date the customer overpayment is made, adjusted for changes in the deposit rate or late payment rate and compounded monthly until the date the overpayment is refunded.
- d. The Company will not be required to pay interest on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

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I. PAYMENTS AND TERMINATION OF SERVICE, (Cont'd)

13. Payments and Deposits in Connection with Election Service

Any customer who is furnished facilities or services for use in connection with a federal, state or local election campaign for political office or in connection with a question, proposition or any other matter which is on an election ballot (Election Service) shall be required to deposit a sum equal to the total of the estimated charges for two months for the facilities or service; provided, however, that when the facilities or service are to be furnished for a period of less than two month, the subscriber shall be required to deposit a sum equal to the estimated charges for such facilities or service for such period.

In any case where the deposit is determined to be insufficient, the Company shall forthwith give written notice to the subscriber of the additional amount of deposit required and of its intention to suspend or terminate service in accordance with the provision of this catalog if such additional amount of deposit is not received by the date specified in the notice.

Any customer who is furnished facilities or service for use in connection with Election Service shall be required to sign a written application for election Service which shall identify the applicant or subscriber and which shall expressly state that the person or persons signing the application will be liable for payment of all charge and that the person or persons signing the application understands that the company will discontinue service under the provision of this catalog, if any amount due, or any deposit requested, is not paid.

Except as provided here, other regulations for deposits set forth in this Tariff apply.

14. Dishonored Check Charge

A reasonable handling charge will be assessed for all checks returned by the drawee bank for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank.

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