

Frontier Communications of America, Inc.
P.S.C. No. 4
Effective Date: 12/30/2020

Section 7
Leaf: 1
Revision: 0
Superseding Revision:

MISCELLANEOUS SERVICES

A. DISCOUNTED SERVICE FOR THE HEARING OR SPEECH IMPAIRED CUSTOMER

1. General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a fifty percent (50%) discount on local measured rate service.

2. Certification

Acceptable certifications are:

- a. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
- b. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

3. Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See the definition of "Handicapped Person," for a listing of the necessary qualifications.

4. Billing

The reduction in charges is applied only at one location, designated by the impaired person.

Frontier Communications of America, Inc.
P.S.C. No. 4
Effective Date: 12/30/2020

Section 7
Leaf: 2
Revision: 0
Superseding Revision:

MISCELLANEOUS SERVICES

B. NEW YORK RELAY SERVICE

1. General

The Company will provide access to a telephone relay center for Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

2. Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this Tariff and/or Catalog.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within the State of New York. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
 - 1) calls to informational recordings and group bridging service;
 - 2) calls to time or weather recorded messages;
 - 3) station sent paid calls from coin telephones; and
 - 4) operator-handled conference service and other teleconference calls.

3. Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend, and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted, or asserted by the customer, or by any other person, for any loss or destruction of any property whatsoever, whether covered by the customer or others, or for any personal injury or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

Frontier Communications of America, Inc.
P.S.C. No. 4
Effective Date: 12/30/2020

Section 7
Leaf: 3
Revision: 0
Superseding Revision:

MISCELLANEOUS SERVICES

C. PROMOTIONS

1. General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

2. Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place.
- c. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place.
- d. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Service Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- e. The Company retains the right to limit the size and scope of a Promotional Trial.