

RCLEC, Inc.
P.S.C. No. 3 – Local Wholesale Access Tariff

Section 2
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REGULATIONS (CONT'D)

2.9 Customer Liability for Unauthorized Use of the Network

2.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

2.10 Application of Rates

The regulations set forth in this section govern the application of rates for services contained in other sections of this Tariff.

2.10.1 Flexible Pricing

Flexible pricing sets minimum and maximum rates that can be charged for Service under this Tariff. The Company may change a specific rate within the range of the established minimum and maximum rates.

- A) The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Schedule with the Commission.

Issued By:

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