

**Charter Fiberlink NY-CCO, LLC**  
Within the State of New York**New York PSC No. 3 - Telephone**

Leaf 52

Revision: Original

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## **Section 6 - Business Services**

### 6.1. Rules and Regulations

The regulations specified herein are in addition to the rules contained throughout this Tariff and other tariffs of the Telephone Company. Failure on the part of customers to observe these rules and regulations of the Telephone Company automatically gives the Telephone Company the right to cancel the contract and discontinue the furnishing of service.

The Telephone Company's obligation to furnish service or to continue to furnish service is 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.

Products and Services are available as stated herein, where technically feasible. The quantity of business lines, per customer location, is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required at the customer's expense. The customer must pay for any special construction prior to the activation of service and/or cancellation of contract. All charges are due and payable upon receipt of the bill. If the business customer fails to pay an invoice within thirty (30) days of issuance, Charter will issue a notice of late payment. Customer will be charged a late fee of not more than five (5) percent per month on any outstanding past-due balance.

Customer agrees to pay any sales, use, property, excise or other taxes, franchise fees, and governmental charges (excluding income taxes), including, without limitation, applicable state property taxes. A copy of the Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees or mandated federal and state surcharges.

The Customer is responsible for any fraudulent or misuse of service that occurs through Customer's account whether by a member of Customer's business or an authorized or unauthorized third-party. Misuse of service could include PBX Hacking, modem hijacking, excessive usage of international calling, and 411 directory assistance calls and other per-use charges. The Customer is responsible for payment of the fraudulent calls, whether originated from the customer's premises or from remote locations.

Customers who purchase only Charter Business local exchange and long distance services and do not purchase any other Charter Business services, including affiliate services, will be required to sign up for automatic payment prior to installation of local and long distance services. The customer must maintain a valid account with automatic payment for not less than six (6) months from the date the Business Telephone Service is installed or be subject to disconnection.

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Issued By:

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