Status: CANCELLED Received: 08/17/2018 Effective Date: 09/17/2018

FairPoint Business Services LLC d/b/a Consolidated Communications Services PSC No. 2 – Access Services Effective Date: September 17, 2018

Leaf 28 Revision: 0 Superseding Revision:

## ACCESS SERVICES TARIFF

## **SECTION 2 - RULES AND REGULATIONS (CONT'D.)**

## 2.14 Cancellation by Company (Cont'd.)

## **2.14.2** (Cont'd.)

- (d) In the event of tampering with the equipment or services of the Company or its agents.
- (e) In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, to the extent that Company opts to restore such service, require the Customer to make, at Customer's own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (f) If any of the facilities, appliances, or apparatus on Customer's premises are found to be unsafe or causing harm to the Company's facilities, the Company may refuse to furnish service until the applicant or Customer shall have remedied the condition.
- **2.14.3** The Company may refuse or discontinue service provided that, unless otherwise stated, the Customer shall be given at least five (5) days written notice to comply with any rule or remedy any deficiency:
  - (a) Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.
  - (b) Returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, may, at the Company's discretion, be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.
  - (c) For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
  - (d) For Customer use or Customer's permitting use of obscene, profane or grossly abusive language over the Company's facilities, and who, after five (5) days' notice, fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.
  - (e) For use of telephone service for any property or purpose other than that described in the application.