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TERMS OF SERVICE1. GENERAL

1.1 Except as otherwise specified, these Terms of Service apply with regard to services for which the Canadian Radio-television and Telecommunications Commission ("CRTC") has approved a tariff.

1.2 These Terms do not limit the Company's liability in cases of deliberate fault, gross negligence, anti-competitive conduct, or of breach of contract where the breach results from the gross negligence of the Company. **C**

1.3 Tariffed services offered by the Company are subject to the terms and conditions contained in: **C**

a) these Terms;

b) applicable provisions of the Company's tariffs; and **C**

c) any written application, to the extent that it is not inconsistent with these Terms or the tariffs. **C**

All of the above bind both the Company and its customers. **C**

2. EFFECTIVE DATE OF CHANGES

2.1 Subject to Section 2.2, changes to these Terms or the tariffs, as approved by the CRTC, take effect on their effective date even though applicants or customers have not been notified of them or have paid or been billed at the old rate.

2.2 The old non-recurring charges for the transaction in question apply where service which was to be provided by a certain agreed-upon date was, through no fault of the applicant or customer, not so provided and in the meantime a rate increase has gone into effect.

3. OBLIGATION TO PROVIDE SERVICE

3.1 The Company is not required to provide service to an applicant where: **C**

a) the Company would have to incur unusual expenses which the applicant will not pay; for example, for securing rights-of-way or for special construction; **C**

b) the applicant owes amounts to the Company that are past due other than as a guarantor; **C**

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200.TERMS OF SERVICE – continued3. OBLIGATION TO PROVIDE SERVICE – continued3.1 The Company is not required to provide service to an applicant where: - continued **N**c) the applicant does not provide a reasonable deposit or alternative required pursuant to these Terms; or **C**d) the Company cannot acquire or maintain the equipment, facilities, rights-of-way, rights-of-access, or space in or on buildings that are necessary to provide service. **C**3.2 Applications for service or for additional service and/or equipment in connection with service already established may be made orally or shall be in writing if the Company so requires in order to establish the identity of the applicant or customer in circumstances where the Company has reasonable grounds for believing that the applicant or customer intends to defraud the Company or to evade payment. **C**
C3.3 Where the Company does not provide service on application, it will provide the applicant with a written explanation upon request. **C**4. BELL MTS FACILITIES **C**4.1 Except where otherwise stipulated in its tariffs or by special agreement, the Company will furnish and install all facilities required to provide service. **C**4.2 The Company normally will provide the electrical energy necessary for the furnishing of service, except that the applicant or customer (i) shall arrange and pay for a local supply of suitable commercial power with outlets when required for the operation of equipment required to furnish the service and (ii) will be responsible for providing the appropriate maintenance to battery back-up equipment provided by the Company at the customer premises, including contacting the Company if and when prompted to do so by the equipment. **C**
C4.3 Upon termination of service, the customer must return the Company's. equipment. **C**4.4 The Company will bear the expense of maintenance and repairs required due to normal wear and tear to its facilities, except that the Company may charge for the additional expense incurred when the applicant or customer requires maintenance and repair work to be performed outside of regular working hours. This section does not apply where otherwise stipulated in the Company's tariffs or by special agreement. **C**
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C4.5 A customer who has deliberately, or by virtue of a lack of reasonable care, caused loss or damage to the Company's facilities, may be charged the cost of restoration or replacement. In all cases, customers are liable for damage caused to the Company's facilities by customer-provided facilities. **C**
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5.1 The Company's agents and employees may enter premises on which service is or is to be provided, during the Company's normal working hours if the work is completed at the customer's request, or in the event of an emergency or potential harm to the network, at any time subject to the provisions of Sections 5.2 and 5.3, to install, inspect, repair and remove its facilities, to inspect and perform necessary maintenance in cases of network-affecting disruptions involving customer-provided facilities, and to collect proceeds from coin telephones. C
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5.2 Prior to entering premises, the Company must obtain permission from the applicant, customer or other responsible person, except where entry is for the purposes of collecting the proceeds from coin telephones. C

5.3 Entry is not subject to Sections 5.1 and 5.2 in cases of emergency or where entry is pursuant to a court order.

5.4 Upon request, the Company's agent or employee must show valid Company identification prior to entering premises. C

6. BASIC SERVICE

6.1 The Company provides individual-line, touch tone service as its basic service platform. Service is subject to the availability of suitable facilities. C

7. DEPOSITS AND ALTERNATIVES

7.1 Except as otherwise stipulated in its tariffs, the Company cannot require deposits from an applicant or customer at any time unless the applicant or customer: C

- a) has no credit history with the Company and will not provide satisfactory credit information; C
- b) has an unsatisfactory credit rating with the Company due to payment practices in the previous two years regarding the Company's services; or C
C
- c) clearly presents an abnormal risk of loss.

7.2 The Company must inform the applicant or customer of the specific reason for requiring a deposit, and of the possibility of providing an alternative to a deposit, such as arranging for third party payment, a bank letter of credit, or a written guarantee from a third person who is a customer of the Company and whose credit is established to the satisfaction of the Company. C
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7.3 An applicant or customer may provide an alternative to a deposit provided it is reasonable in the circumstances.

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7. DEPOSITS AND ALTERNATIVES – continued

7.4 The total amount of all deposits and alternatives provided by or for an applicant or customer may not at any time exceed three months' charges for all services, including anticipated long distance charges. However, where an applicant or customer clearly presents an abnormal risk of loss, the Company may require a deposit or alternative not to exceed six months' charges for all services, including anticipated long distance charges.

7.5 Deposits earn interest at a rate equivalent to the Bank of Canada Target Overnight Rate plus 1.25%. C
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7.6 At least once per year, the Company will indicate on the customer's monthly account the total amount of deposits held as well as the total interest accrued on the deposits.

7.7 The Company will review the continued appropriateness of deposits and alternative arrangements at six month intervals. When service is terminated or the conditions which originally justified them are no longer present, the Company will promptly refund the deposit, with interest, or return the guarantee or other written undertaking, retaining only any amount then owed to it by the customer.

8. RESTRICTIONS ON USE OF SERVICE

8.1 Service may be used by the customer and all persons having the customer's permission to use it. In the case of business telephone service, joint use within the meaning of the Company's tariffs is permitted only upon approval by the Company in accordance with the applicable provisions of its tariffs.

8.2 Customers are prohibited from using the Company's services or permitting them to be used for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls.

8.3 Customers are prohibited from using the Company's services or permitting them to be used so as to prevent a fair and proportionate use by others. For this purpose, the Company may limit use of its services as necessary.

8.4 The Company's facilities must not be re-arranged, disconnected, removed, repaired or otherwise interfered with except in cases of emergency, where specified in the Company's tariffs or by special agreement. Terminal equipment provided by the customer may be connected with the Company's facilities, pursuant to the provisions of the Company's tariffs or by special agreement.

8.5 No payment may be exacted, directly or indirectly, from any person by any party other than the Company for the use of any of the Company's services, except where otherwise stipulated in the Company's tariffs or by special agreement, as in the case of hotel, motel and hospital customers.

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9. CUSTOMER LIABILITY FOR CALLS AND CHARGES

9.1 Customers are responsible for paying for all calls originating from, and charged calls accepted at, their telephones, regardless of who made or accepted them, including all applicable service and usage charges associated with such calls.

9.2 The Company may, if it so elects, collect all or part of the charges referred to in Section 9.1 from the person placing the call or from any person who may otherwise be responsible for the charges incurred.

10. DISPUTE PROCEDURE

10.1 Customers may dispute charges for calls which they do not believe originated from, or were accepted at, their telephones. The dispute procedure set out in the introductory pages of the telephone directory should be followed and customers must pay the undisputed portion of the bill.

11. CONFIDENTIALITY OF CUSTOMER RECORDS

11.1 Unless a customer provides express consent (1) or disclosure is pursuant to a legal power, all information kept by the Company regarding the customer, other than the customer's name, address and listed telephone number, is confidential and may not be disclosed by the Company to anyone other than:

- a) the customer;
- b) a person who, in the reasonable judgment of the Company, is seeking the information as an agent of the customer;
- c) another telephone company, provided the information is required for the efficient and cost-effective provision of telephone service and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- d) a company involved in supplying the customer with telephone directories, or telephone directory-related services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- e) an agent used by the Company to evaluate the customer's creditworthiness or to collect the customer's account, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose; or
- f) a public authority or agent of a public authority, if in the reasonable judgment of the Company it appears that there is imminent danger to life or property which could be avoided or minimized by disclosure of the information.
- g) an affiliate involved in supplying the customer with telecommunications and/or broadcasting services, provided the information is required for that purpose and disclosure is made on a confidential basis with the information to be used only for that purpose.

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11. CONFIDENTIALITY OF CUSTOMER RECORDS – continued

Note: Express consent may be taken to be given by a customer where the customer provides:

- a) written consent;
- b) oral confirmation verified by an independent third party;
- c) electronic confirmation through the use of a toll-free number;
- d) electronic confirmation via the Internet;
- e) oral consent, where an audio recording of the consent is retained by the carrier; or
- f) consent through other methods, as long as an objective documented record of customer consent is created by the customer or by an independent third party.

11.2 The Company's liability for unauthorized disclosure of information contrary to Section 11.1 is not limited by Section 16.1.

11.3 Upon request, customers are permitted to inspect any Company records regarding their service, provided that:

- a) the customer has given the Company sufficient advance notice and detail of the information sought to allow the Company to comply with the request, and
- b) in a case where the Company would incur unusual expense to provide the information, the customer agrees to reimburse the Company for those costs.

12. DIRECTORIES

12.1 Reserved for future use.

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12.2 Reserved for future use.

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12.3 Except as provided in the Company's Tariffs, the contents of the Company's directories may not be published or reproduced in any form without the Company's written consent.

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13. DIRECTORY ERRORS AND OMISSIONS

13.1 In the case of errors or omissions in directory white and yellow pages standard listings, information service or reference of calls to another telephone number, whether or not the error or omission is with regard to a telephone number, the Company's liability is limited to making a refund or canceling any charge associated with such listings for the period during which the error or omission occurred. No liability shall be attached to the Company by reason of continuation of the customer's listing in a directory after the customer's service has been terminated. However, where the error or omission is occasioned by the Company's negligence, the Company is also liable for the amount calculated in accordance with Section 16.1.

13.2 In the case of errors in telephone numbers in directory white and yellow pages listings, unless Central Office facilities are unavailable, the Company must provide a reference of call service, free of charge, until the earlier of the termination of the customer's service or the distribution of an updated directory for that district in which the number or listing is correct. C

14. COMPANY-INITIATED CHANGES IN TELEPHONE NUMBERS AND SERVICE ARRANGEMENTS

14.1 Customers do not have any property rights in telephone numbers assigned to them. The Company may change such numbers, provided it has reasonable grounds for doing so and has given reasonable advance written notice to the customers in question, stating the reason and anticipated date of change. In cases of emergency, oral notice with subsequent written confirmation is sufficient.

14.2 Whenever the Company changes a customer's telephone number on its own initiative, it must, unless there are insufficient Central Office terminations available, provide a reference of call service without charge until the earlier of the termination of the customer's service or the distribution of an updated directory for that district showing the new number. C

15. REFUNDS IN CASES OF SERVICE PROBLEMS

15.1 The Company does not guarantee uninterrupted working of its services or equipment. Where there are omissions, interruptions, delays, errors or defects in transmission, or failures or defects in the Company's facilities or equipment, the Company will, on request, refund that part of the customer's fixed monthly charge (or other periodic charge) for the service, which is proportionate to the length of time the problem existed, unless the problem was caused by the negligence of the customer or by customer-provided telephone equipment connected to the local electrical supply.

15.2 The Company is not liable for any damages arising from omissions, interruptions, delays, errors or defects in transmission, or failures or defects in the Company's facilities or equipment, unless they were caused by the Company's negligence, in which case the Company, in addition to the amount in Section 15.1, will be liable for an amount calculated in accordance with Section 16.1.

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16.1 Except with regard to physical injuries, death or damage to customer premises or other property occasioned by its negligence, the Company's liability for negligence, including negligence related to the interception and reference of calls, emergency service from pay telephones, and breach of contract where the breach results from the negligence of the Company, is limited to the greater of \$20 and three times the amounts refunded or cancelled in accordance with Sections 13.1 and 15.1, as applicable. C
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16.2 The Company is not liable for: C

a) any act or omission of a telecommunications carrier whose facilities are used in establishing connections to or from customer-controlled facilities and equipment;

b) defamation or copyright infringement arising from material or messages transmitted or received over the Company's facilities; C

c) infringement of patents arising from combining or using customer-provided facilities with the Company's facilities; C
C

d) copyright or trademark infringement, passing off or acts of unfair competition arising from directory advertisements furnished by a customer or a customer's directory listing, provided such advertisements or the information contained in such listings were received in good faith in the ordinary course of business ; or

e) damages arising out of the act, default, neglect or omission of the customer in the use or operation of equipment provided by the Company. C

16.3 The Company is not liable for any damages or injuries which may occur through lightning or other currents being carried over or through the Company's facilities or equipment. C
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17. PAYMENT TIME LIMIT

17.1 Telephone service shall be billed in advance and all amounts owing shall be due on the bill date shown on the bill, except where otherwise provided in the Company's tariffs. Charges for services requiring computation shall be payable monthly in arrears or upon demand by the Company. Failure to receive a bill showing the amount owing by the customer to the Company shall not relieve the customer from the responsibility of making prompt payment to the Company. C
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17.2 Subject to Sections 17.3 and 17.4, charges are considered past due as defined on the customer's bill. The Company cannot assess late payment charges for unpaid amounts that are past due or dishonoured payment charges (a payment returned from a financial institution) at rates that exceed the lowest rate charged in association with any of its non-tariffed services. C

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TERMS OF SERVICE – continued17. PAYMENT TIME LIMIT – continued

17.3 In exceptional circumstances, for example when a customer has incurred a significant amount of long distance charges and presents an abnormal risk of loss to the Company, prior to the normal billing date, the Company may request payment from the customer on an interim basis for the non-recurring charges that have accrued, upon providing the customer with details regarding the services and charges in question. In such cases, subject to Section 17.4, the charges can be considered past due three days after they are incurred or three days after the Company demands payment, whichever occurs later.

17.4 No charge disputed by a customer can be considered past due unless the Company has reasonable grounds for believing that the purpose of the dispute is to evade or delay payment.

17.5 The Company may request immediate payment in extreme situations, provided that a notice has been issued pursuant to Section 17.3 and the abnormal risk of loss has substantially increased since that notice was given or the Company has reasonable grounds for believing that the customer intends to defraud the Company.

18. LIABILITY FOR UNBILLED AND UNDERBILLED CHARGES

18.1 Unless there has been customer deception with regard to a charge, customers are not responsible for paying a previously unbilled or underbilled charge except where:

- a) in the case of a recurring charge or a charge for an international long distance message, it is correctly billed within a period of one year from the date it was incurred; or
- b) in the case of a non-recurring charge other than for an international long distance message, it is correctly billed within a period of 150 days from the date it was incurred.

18.2 In the circumstances described in Section 18.1, unless there has been customer deception, the Company cannot charge the customer interest on the amount of the correction. If the customer is unable to promptly pay the full amount owing, the Company will attempt to negotiate a reasonable deferred payment agreement.

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19. LIABILITY FOR CHARGES THAT SHOULD NOT HAVE BEEN BILLED AND THOSE THAT WERE OVERBILLED

19.1 In the case of a recurring charge that should not have been billed or that was overbilled, a customer must be credited with the excess back to the date of the error, or whatever is the furthest customer or company record which substantiates the date of the error, subject to applicable limitation periods provided by law. However, a customer who does not dispute the charge within one year of the date of an itemized statement which shows that charge correctly, loses the right to have the excess credited for the period prior to that statement.

19.2 Non-recurring charges that should not have been billed or that were overbilled must be credited, provided that the customer disputes them within 150 days of the date of the bill.

19.3 A customer who is credited with any amount that should not have been billed or that was overbilled must also be credited with interest on that amount at the rate payable for interest on deposits that applied during the period in question.

20. MINIMUM CONTRACT PERIOD AND CANCELLATION BEFORE SERVICE COMMENCEMENT

20.1 The minimum contract period for the Company's services is one month, commencing on the date the service is provided, except where otherwise specified in the Company's tariffs or where the Company has stipulated a longer period in instances where special construction is necessary or special assemblies are installed, or where unusual expense is necessary for the provision of the service or the equipment. The minimum contract period does not apply to residential or small business customers to the extent indicated in Broadcasting and Telecom Regulatory Policy CRTC 2014-576.

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20.2 A customer who cancels or delays a request for service before installation work has started cannot be charged by the Company. Installation work is considered to have started when the customer has advised the Company to proceed, and the Company has incurred any related expense. A customer who cancels or delays a request for service after installation work has started, but before service has started, will be charged the lesser of the full charge for the entire minimum contract period plus the installation charge and the estimated costs incurred in installation less estimated net salvage. The estimated installation costs include the cost of unsalvaged equipment and materials specifically provided or used plus the cost of installing, including engineering, supply expense, labour and supervision, and any other expenses resulting from the installation and removal work.

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21.1 Service may be terminated by the customer after the expiration of the minimum contract period upon reasonable advance notice to the Company. Advance notice is not required for residential or small business customers to the extent indicated in Broadcasting and Telecom Regulatory Policy CRTC 2014-576. The customer shall pay all charges due for service which has been furnished. C

21.2 Before expiry of the minimum contract period, customers may terminate their service, in which case they must pay the full charges for the entire minimum contract period or, in the following circumstances, charges due for service which has been furnished:

a) in the event of the death of the customer during the minimum contract period, the termination is effective from the date the Company is notified of the death; C

b) where the customer's premises are destroyed, damaged or condemned by reason of fire or other causes beyond the customer's control, so that they must be abandoned, the termination is effective from the date the Company is notified; C

c) in the case of directory listings for which a specific charge applies and in the case of directory listings related to joint use of service, in the event of the death of the listed party or any joint user or when either acquires separate telephone service, the termination is effective from the date the Company is notified of the death or from the date of the commencement of the separate service; C

d) where a change to the base rate, exchange or local service area affects the customer's service, the termination is effective from the date the Company is notified of the customer's desire to terminate service; C

e) in the case of a customer's service being taken over without lapse by a new customer at the same location or being superseded by another service of the same customer or at the same or different location, termination becomes effective from the date of change and charges due for the balance of the entire minimum contract period shall be paid by the original customer for any of the original service and equipment which is discontinued at the time of the change, subject to the terms of the tariffs and, notwithstanding Section 1.3(c), the terms of the contract for the service in question;

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21. CUSTOMER-INITIATED TERMINATION OF SERVICE – continued

f) where the circumstances specified in Section 21.2(a) to (e) do not apply, the minimum contract period is greater than one month at the same location, and the customer has given the Company advance notice, the termination is effective when the customer pays the termination charge specified in the contract for the service in question or, where such charge is not specified, a termination charge of one-half of the charges remaining for the unexpired portion of the minimum contract period; and

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C

g) in the case of directory listings for which a specific charge applies and in the case of directory listings related to joint use of service, where the listing has appeared in a directory and the customer's service is terminated or the listed party or joint user moves to another location, and the customer has given the Company advance notice, the termination is effective on the date of that service termination or move, and the customer must pay the full amount of the specific charge for a minimum of one month or until reference of call service is no longer provided.

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21.3 At the Company's discretion, the termination charges set out in section 21.2 may be reduced or waived for contracts that have been automatically renewed. The customer will continue to be responsible for charges due for service which has been furnished.

22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE

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22.1 The Company may suspend or terminate a customer's service only where the customer:

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a) fails to pay an account of the customer that is past due, provided it exceeds \$50.00 or has been past due for more than two months;

b) fails to provide or maintain a reasonable deposit or alternative when required to do so pursuant to these Terms;

c) fails to comply with the terms of a deferred payment agreement;

d) repeatedly fails to provide the Company with reasonable entry and access in conformity with Sections 5.1 and 5.2;

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e) uses or permits others to use any of the Company's services so as to prevent fair and proportionate use by others;

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f) uses or permits others to use any of the Company's services for a purpose or in a manner that is contrary to law or for the purpose of making annoying or offensive calls;

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g) contravenes Sections 8.4 or 8.5;

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22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE – continued **C**

h) fails to provide payment when requested by the Company pursuant to Section 17.5; **C**

i) is in default of payment for charges purchased from, or billed on behalf of, other long distance service providers; or

j) is a company which becomes bankrupt or has a receiver or receiver-manager appointed to govern the customer's affairs.

22.2 The Company may not suspend or terminate service in the following circumstances: **C**

a) failure to pay non-tariffed charges;

b) failure to pay charges for a different class of service at different premises or for service in the name of another customer, including failure to pay the account of another customer as a guarantor;

c) where the customer is prepared to enter into and honour a reasonable deferred payment agreement; or

d) where there is a dispute regarding the basis of the proposed suspension or termination, provided payment is being made for undisputed outstanding amounts and the Company does not have reasonable grounds for believing that the purpose of that dispute is to evade or delay payment. **C**

22.3 Prior to suspension or termination, the Company must provide the customer with reasonable advance notice, stating: **C**

a) the reason for the proposed suspension or termination and the amount owing, if any;

b) the scheduled suspension or termination date;

c) that a reasonable deferred payment agreement can be entered into, where the reason for suspension or termination is failure to pay;

d) the reconnection charge;

e) the telephone number of a Company representative with whom any dispute may be discussed; and **C**

f) that disputes unresolved with this representative may be referred to a senior Company manager. **C**

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Where repeated efforts to contact the customer have failed, the Company must deliver such advance notice to the billing address by leaving it at that address or by sending it by facsimile or other electronic document transmission, where possible. **C**

For the purposes of Article 22.3, reasonable advance notice for the termination or suspension of the service of a customer that is a competitor will generally be at least 30 days.

22.4 In addition to the notice required by Section 22.3, the Company must, at least twenty-four hours prior to suspension or termination, advise the customer or another responsible person that suspension or termination is imminent, except where: **C**

a) repeated efforts to contact the customer have failed;

b) immediate action must be taken to protect the Company from network harm resulting from the customer's facilities or equipment; or **C**

c) the suspension or termination occurs by virtue of a failure to provide payment when requested by the Company pursuant to Section 17.5. **C**

22.5 Except with customer consent or in exceptional circumstances, suspension or termination may occur only on business days between 8:00 a.m. and 4:00 p.m., unless the business day precedes a non-business day, in which case disconnection may not occur after 12:00 noon.

22.6 Suspension or termination does not affect the customer's obligation to pay any amount owed to the Company. In the case of services that have been suspended, unless suspension occurs during the minimum contract period, the Company will make a daily pro rata allowance based on the monthly charge for the suspended services. **C**

22.7 Subsequent to the suspension of the customer's service, standard service charges will apply upon reconnection of such service.

22.8 Subsequent to removal of the Company's equipment from the customer's premises due to termination, service will be re-established only upon the basis of a new application, whereupon the standard service charges will apply. **C**

22.9 The Company must restore service, without undue delay, where the grounds for suspension or termination no longer exist or a payment or deferred payment agreement has been negotiated. **C**

22.10 Where it becomes apparent that suspension or termination occurred in error or was otherwise improper, the Company must restore service during business hours on the next working day, at the latest, unless exceptional circumstances do not permit this, and no reconnection charges shall be levied. **C**

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22. COMPANY-INITIATED SUSPENSION OR TERMINATION OF SERVICE – continued **C**

22.11 The Company may restrict access to message toll service from a customer's line for non-payment of charges that are purchased from, or billed on behalf of, other long distance service providers and which are not disputed. **C**