

SQF, LLC  
16 Middle Street, 4<sup>th</sup> Floor  
Portland, ME 04101

Hawaii Tariff No. 1  
Original Page No. 1

**TITLE SHEET**

**COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES**

This tariff applies to the Local Competitive Facilities-Based Intrastate Telecommunications Service furnished by SQF, LLC (“SQF” or “Company”). This tariff is on file with the Hawaii Public Utilities Commission (“Commission”) and copies may be inspected, during normal business hours, at the Company’s principal place of business.

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**Joshua Broder**  
President

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**CHECK SHEET**

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff And are currently in effect as of the date of the bottom of these pages.

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### **PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules together with information relating, and applicable to SQF, LLC (“Company”).

The Company has been authorized by the Hawaii Public Utilities Commission (“Commission”) to provide competitive telecommunications services to non-residential customers throughout the State of Hawaii.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the Commission.

This tariff is governed and interpreted according to the laws of Hawaii.

This tariff is on file with the Hawaii Public Utilities Commission, and copies may be inspected, during normal business hours, at Company’s principal place of business, 16 Middle Street, 4<sup>th</sup> Floor, Portland, ME 04101.

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**EXPLANATION OF SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) To signify **changed** listing, rule, or condition which may affect rates or charges.
- (D) To signify **deleted** or **discontinued** rate, regulation, or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (L) To signify that material has been **relocated** to another tariff location.
- (N) To signify a **new** tariff rate, regulation, condition, or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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**SERVICE AREA MAP**

The company's service is available statewide. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer's Service Order.

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**APPLICABILITY OF TARIFF**

This tariff sets forth the service offerings, rates, terms, and conditions applicable to the furnishing of intrastate communications services by the Company within the State of Hawaii.

This tariff applies only for the use of the Company's services for communications between points within the State of Hawaii; this includes the use of the Company's network to complete an end-to-end intrastate communication.

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**AVAILABILITY OF THE COMPANY'S TARIFF**

Complete copies of the Company's current tariff are maintained at the Company's business offices located at:

SQF, LLC  
16 Middle Street, 4<sup>th</sup> Floor  
Portland, ME 04101

This tariff is also available for public inspection at the Hawaii Public Utilities Commission.

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### **Schedule 1: RF Transport Services**

1. Application of Rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

2. RF Transport Service

(A) General service offerings and limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company-provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

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**Schedule 1: RF Transport Services (Cont'd)**

- All optical services are provided on single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20 km.
- The optical loss between a hub site and a remote node must not exceed 18 dB

(B) Minimum Term

The minimum term for RF Transport Service is five (5) years.

(C) Recurring and Nonrecurring Rates

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

<u>Description</u>	<u>Fee per Segment</u>
Nonrecurring connection charge	ICB
Monthly recurring charge	ICB

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

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**SECTION 1 – TERMS AND ABBREVIATIONS**

**Business Hours:** The time after 8:00 a.m. and before 5:00 p.m., Monday through Friday, excluding Holidays.

**Business Office:** The primary location where the business operations of Company are performed and where the Company makes a copy of the Company's tariff available for public inspection during Business Hours. The address of the business is: 16 Middle Street, 4<sup>th</sup> Floor, Portland, ME 04101.

**Commission:** The term "Commission" means the Hawaii Public Utilities Commission.

**Common Carrier:** An authorized company or entity providing telecommunications services to the public.

**Company:** The term "Company" means SQF, LLC.

**Competitive Local Carrier:** A Common Carrier authorized to provide services within exchange areas.

**Customer:** The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

**Customer Arrangement:** Customer-specific arrangements that may vary from this tariff in rates, terms and/or conditions to meet customer-specific requirements and service specific parameters.

**Customer Premises:** A location designated by the Customer for the purposes of connecting to the Company's services.

**Dark Fiber:** Unactivated optical fiber deployed without optoelectronics and through which no light is transmitted and no signal is carried.

**Delinquent or Delinquency:** An account for which payment has not been made in full on or before the last day for timely payment.

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**SECTION 1 – TERMS AND ABBREVIATIONS (Cont'd)**

**Dim Fiber:** Unactivated optical fiber deployed with optoelectronics on one end owned by the customer, and on one end owned by the Company, and which may carry signals.

**Distributed Antenna System ("DAS"):** As used by Company, a network of components that input an RF signal from Customer equipment located at a Hub, convert it to an optical signal, transport it on fiber optic facilities to one or more remote locations, and then re-convert it back to an RF signal that is transmitted from an antenna at the remote location. This network is bi-directional, and the same components input an RF signal from an antenna at the remote location, convert it to an optical signal, transport it on fiber optic facilities to a Hub, and then re-convert it back to an RF signal that is handed off to Customer equipment located at a Hub.

**Hub:** A physical location, building or structure used to house the Company equipment and Customer equipment used to transfer originating and terminating traffic between Company and Customer.

**Holiday:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When holidays fall on Saturdays or Sundays, the holiday rate applies unless a larger discount would normally apply.

**Individual Case Basis ("ICB"):** Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

**Interruption:** The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include the failure of any service or facilities provided by a Common Carrier or other entity other than the Company. Any Interruption allowance provided within this tariff by Company shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Company, pursuant to the terms of this tariff, terminates service because of non-payment of bills, unlawful or improper use of the Company's facilities or service, or any other reason covered by this tariff or by applicable law.

**Interexchange Carrier:** A Common Carrier authorized to provide services between exchange areas.

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**SECTION 1 – TERMS AND ABBREVIATIONS (Cont'd)**

**Non-Business Hours:** The time period after 5:00 p.m. and before 8:00 a.m., Monday through Friday, and all day Saturday, Sunday, and Holidays.

**Nonrecurring Charges:** Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

**Recurring Charges:** Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

**RF:** Radio Frequency.

**Service:** Any service or services, singly or in any combination, offered pursuant to the terms of this tariff.

**Telecommunications:** The transmission of voice and/or data communications between two points.

**Timely Payment:** A payment on Customer's account made on or before the due date.

**Term Agreement:** An agreement between the Company and the Customer for a fixed period of time

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**SECTION 2 – RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Application of Tariff**

2.1.1.A This Tariff contains the regulations and rates applicable to intrastate communications services provided by Carrier for telecommunications between points within the State of Hawaii. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.

2.1.1.B The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

**2.1.2 Terms and Conditions**

2.1.2.A Except as otherwise provided herein, the minimum period of service is one calendar month. All payments for service are due by the date specified on the bill sent by the Company which may not be less than twenty-one (21) days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

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**SECTION 2 – RULES AND REGULATIONS (Cont’d)**

- 2.1.2.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.2.C This tariff shall be interpreted and governed by the laws of the State of Hawaii and the Rules of the Commission.
- 2.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**2.2 Shortage of Equipment or Facilities**

- 2.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.
- 2.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier, other providers to the Company and the Company's network capacity and/or coverage area.

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

**2.3 Use of Service**

- 2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.
- 2.3.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.3.3 The Customer may not use the services so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

**2.4 Liabilities of the Company and Indemnification**

- 2.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representation, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall not exceed the applicable charges under this Tariff for such service. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.4.2 The Company shall not be liable for loss or damage sustained by reason of failure in or breakdown of facilities or equipment provided by third parties not under its control. In no event shall the Company's liability for any failure, breakdown or interruption in services exceed the charges applicable under this Tariff for such service.
- 2.4.3 The company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."

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- 2.4.4 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, acts of God, fires, lightning, floods or other catastrophes, any law, order, regulations, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, any failure of local service lines or delays caused by the underlying local service provider or the Customer or end-user.
- 2.4.5 The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function. The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change.
- 2.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays associated with normal construction procedures of its underlying carrier(s). Such delays shall include, but not be limited, to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.

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**SECTION 2 – RULES AND REGULATIONS (Cont’d)**

The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

- 2.4.8 The Company is not liable for any defacement of or damage to the Premises of a Customer (or authorized or Joint User) resulting from the furnishing of services or equipment of such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.
- 2.4.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company services provided hereunder.
- 2.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.4.11 The Company shall not be liable and shall be indemnified and saved harmless by any customer, end user, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, end user, or other entity for any personal injury to, or death of any person or persons, and for any loss, damage, defacement or destruction of the Premises of any Customer, end user or any other entity or any other property whether owned or controlled by the Customer, end user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, end user, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

2.4.12 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of the service; and from claims, loss, damage, expense or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer furnished, Authorized User, or Joint User furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized User, or Joint User shall defend, on behalf of the Company and upon the request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement or other claims.

**2.5 Equipment**

2.5.1 The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

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**SECTION 2 – RULES AND REGULATIONS (Cont’d)**

**2.6 Provision of Service**

- 2.6.1 The provision of any services herein are subject to and contingent upon the company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, and may be required to be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Hawaii Public Utilities Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

If the Company requires an outside plant build out or modification to provide service to the Customer the Company will notify the Customer of the need for the build out and an estimate of how soon the outside plant build out can be completed. If the Company determines that the outside plant build out is not possible or practical the Company will refer the customer to the ILEC for service because the Company, unlike the ILEC, does not receive funding from the Universal Service Fund or other such government related funds.

**2.7 Establishing Credit**

- 2.7.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.
- 2.7.2 The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

- 2.7.3 If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.
- 2.7.4 If credit is not established, the Company may disconnect the service not sooner than five (5) days after delivery or eight (8) days after mailing of written notice of intention to disconnect.
- 2.7.5 When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.
- 2.7.6 A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:
- During the first twelve (12) months that a customer receives service, the customer pays late four (4) times or has service disconnected by the Company for nonpayment two times.
  - After the first twelve (12) months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve (12) month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
  - After the first twelve (12) months that a customer has received service, the customer pays late at least six (6) times during any twelve (12) month period.

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**SECTION 2 – RULES AND REGULATIONS (Cont’d)**

- 2.7.7 Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit.
- 2.7.8 The Company will make its request for a deposit within forty-five (45) days after the event giving rise to the request takes place.

**2.8 Deposits**

- 2.8.1 The Company does not collect deposits, advances, or prepayments.

**2.9 Payment for Services**

The due date printed on the bill will be at least twenty-one (21) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

- 2.9.1 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- 2.9.2 Billing inquiries may be directed to the Company at the number on the customer bill. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill, pays all future periodic bills by the due date, and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
- 2.9.3 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the

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**SECTION 2 – RULES AND REGULATIONS (Cont'd)**

incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

**2.10 Deferred Payment Agreements**

- 2.10.1 All applicants for service who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.
- 2.10.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.
- 2.10.3 An applicant for service or a customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement.
- 2.10.4 The Company will allow the customer or applicant a minimum of four (4) months and a maximum of twelve (12) months in which to complete payment pursuant to this Agreement.
- 2.10.5 A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

**2.11 Taxes**

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction

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(e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

**2.12 Late Payment Charge**

The Company will assess a late payment charge equal to the amount prescribed in this tariff

**2.13 Cancellation by Customer**

Customer may cancel service by providing written or oral notice to the Company.

**2.14 Interconnection**

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

**2.15 Termination of Service by Carrier**

2.15.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.
- For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.

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- For failure to make payment in accordance with the terms of a deferred payment arrangement.
- If the Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
- For violation of or noncompliance with a Commission order. For violation of or noncompliance with any rules of the company on file with the Commission for which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user.
- For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- If the Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.15.3 Discontinuance Procedures

- The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance at least five (5) days prior to the discontinuance

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- of service. The notice of discontinuance will be delivered separately from any other written matter or bill.
- Service shall not be disconnected on any Friday, Saturday, Sunday, or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.
- Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.
- In addition to the written notice, the Company shall attempt to advise the customer when service is scheduled for discontinuance. The Company shall not deliver more than two (2) consecutive notices of discontinuance for past due bill without engaging in collection activity with the Customer.
- Service will not be discontinued for a past due bill after 12:00 p.m. on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Hawaii, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three (3) hours of receipt of payment.
- Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in Section 2.10 of these tariffs.

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**2.16 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option using the long distance network via local exchange company access.

**2.16.1 Limitations on Credit for Interruption Allowance**

Credits do not apply if the violation of a service quality standard:

- 2.16.1.A Occurs as a result of a negligent or willful act on the part of the customer;
- 2.16.1.B Occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;
- 2.16.1.C Occurs as a result of, or is extended by, an emergency situation, An emergency situation is defined as:
  - A declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area.
  - An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage.
  - A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, or earthquake, flood or fire that prevents the Company for

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restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

2.16.1.D An emergency situation shall not include:

- A single event caused by high temperature conditions alone;
- A single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company;
- Any service interruption that occurs during a single event listed above, but is not caused by those single events;
- A single event that the Company could have reasonably foreseen and taken precaution to prevent, provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive;
- Is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
- Occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company;
- Occurs as a result of a Company's right to refuse service to a customer as provided by law; or
- Occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a

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geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation for reasonable Facilities planning.

**2.17 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.18 Dishonored Checks**

If the customer remits to the company on more than one (1) occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

**2.19 Service Restoral Charge**

The Company will charge a service restoral fee as set forth in this tariff.

This fee will be automatically waived for the customer's first service restoral each calendar year.

**2.20 Customer Complaints**

Customers can reach the Company's Customer Service department by dialing the number provided on the customer bill. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

The Company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of

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their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The Company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Hawaii Public Utilities Commission as follows:

Hawaii Public Utilities Commission  
465 South King Street, Room 103  
Honolulu, HI 96813  
(808) 586-2020

**2.21 Directory Listings**

2.21.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.21.2 The Company is not liable for any errors or omissions in directory listings.

**2.22 Service Area**

The Company will provide RF Transport Services throughout the geographic area serviced by its own outside plant, within the State of Hawaii.

**2.23 Rate Periods**

Company's services are not time of day sensitive unless otherwise specified. The same rate applies twenty-four (24) hours per day, seven (7) days per week.

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**2.24 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

**2.25 Service Restoral Charge**

\$25.00 per occurrence. This charge will automatically be waived on the first occurrence in each calendar year.

**2.26 Late Payment Charge**

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.

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