

**INTERIOR TELEPHONE COMPANY
MUKLUK TELEPHONE COMPANY, INC.
TELALASKA LONG DISTANCE, INC**

TERMS AND CONDITIONS APPLICABLE TO LOCAL TELECOMMUNICATIONS SERVICES

FURNISHED BY:

MUKLUK TELEPHONE COMPANY, INC.
REGULATORY COMMISSION OF ALASKA CPCN 253.

INTERIOR TELEPHONE COMPANY
REGULATORY COMMISSION OF ALASKA CPCN 165.

TELALASKA LONG DISTANCE, INC.
REGULATORY COMMISSION OF ALASKA CPCN 645

Pursuant to Alaska Senate Bill 83, Telecommunications Local Service Tariffs
are cancelled in their entirety effective November 27, 2019.
This document governs Local Service Terms, Conditions, and Rates.

**INTERIOR TELEPHONE COMPANY
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TELALASKA LONG DISTANCE, INC.**

TERMS AND CONDITIONS

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**INTERIOR TELEPHONE COMPANY
MUKLUK TELEPHONE COMPANY, INC.
TELALASKA LONG DISTANCE, INC.**

TERMS AND CONDITIONS

A. APPLICATION

The terms and conditions specified herein apply to local services and facilities furnished by Interior Telephone Company and Mukluk Telephone Company, Inc. and TelAlaska Long Distance, Inc., hereinafter referred to as the Company.

Failure on the part of the customer to observe these terms and conditions of the Company, after written notice of such failure, automatically gives the Company the privilege to discontinue the furnishing of service.

This document cancels and supersedes all other specific tariffs of the Company issued and effective prior to the effective date of this document.

B. OBLIGATION AND LIABILITY OF THE COMPANY

1. Availability of Facilities

The Company's obligation to furnish service is dependent on its ability to obtain, retain and maintain, without unreasonable expense, suitable facilities and rights for construction and maintenance of the necessary circuits and equipment.

Where facilities beyond those normally required are provided to satisfy customer requests not specifically covered in this document, charges based on the additional costs incurred to provide the service will be charged to the customer.

The charges specified in this document do not contemplate work being performed by the employees at a time when overtime wages apply, due to the request of the customer.

If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies and must be agreed to by the customer before the work can be performed.

When the construction of certain facilities is necessary for the furnishing of service, the ownership of such facilities will be vested in the Company, even though all or part of the cost of construction is borne by the customer.

2. Liability

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities occurs.

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B. OBLIGATION AND LIABILITY OF THE COMPANY – continued

3. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities for communications between parties. No liability should attach to the Company because of any errors or misunderstandings that may arise by having used these facilities.

4. Interruptions of Service

The objective of the Company is to clear all out-of-service trouble tickets within either 1) 48 hours at locations accessible by maintained highway from a manned utility repair facility or 2) five (5) days for all other locations following the reporting of the trouble to the Company (Saturdays, Sundays, and holidays excepted.)

In the event of an interruption to service, which is not due to the negligence of the customer, an allowance will be made, upon request, if the interruption occurs for more than 24 hours from the time it is reported to the Company.

The allowance will be the prorated portion of the monthly rate for the service or the portion of the service made inoperative in excess of the above specified periods. Each month shall be considered to have 30 days for the purpose of calculating the allowance.

5. Directory, Listings and Numbers

a. The Company will furnish to its local exchange customers, without charge, one directory per access line for the efficient use of the service, but not less than one directory per access line. Copies of additional directories may be purchased from the Company.

b. Directory listings are subject to copyright laws of the United States and all rights are reserved by the Company. Any reproductions, reprints, copies or other duplications are prohibited unless performed with the written consent of the Company.

c. The Company, except as provided here in this paragraph, shall not be liable for damage claimed on account of errors in or omissions from its directory nor for the result of the publications of such errors in the directory nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

d. In the cases of additional listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to cancellation of the charges and refunding of any charges already paid at the request of the customer.

e. The Company assumes no liability whatever for damages arising from errors or omissions in the making of or printing of the advertising section (yellow pages).

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TERMS AND CONDITIONS

B. OBLIGATION AND LIABILITY OF THE COMPANY – continued

6. Customer Relations

a. The Company shall:

- (1) Maintain a current set of maps showing the physical locations of its facilities and service areas;
- (2) Assist the customer or applicant in selecting the most economical rate schedule;
- (3) Notify customers affected by a change in rates or regulations;
- (4) Furnish such additional information on rates and services as the customer may reasonably request.

b. Customer Complaints

Complaints against the Company shall be made verbally or in writing. Upon receipt the Company shall promptly investigate and advise the customer either verbally or in writing of the disposition of his complaint as a result of the investigation.

Should the customer not be satisfied with the disposition of the complaint he may bring the complaint to the attention of the Regulatory Commission of Alaska.

7. Defacement of Premises

The Company shall exercise due care in connection with all work done on the customer's premises. No liability shall attach to the Company by reason of any defacement or damage resulting from the existence of the Company's equipment and associated wiring, or by the installation or removal thereof, unless defacement or damage is the result of the sole negligence of the Company.

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TERMS AND CONDITIONS

C. USE OF SERVICE AND FACILITIES

1. Provision and Ownership of Facilities

Except as otherwise provided in this document, the Company will, at its own expense, furnish, install, and maintain all facilities for basic service, to the point of demarcation, necessary to serve applicants or customers.

Such facilities and equipment, when provided by the Company, and located on the customer's premises are the property of the Company which has the right of ingress and egress from the customer's premises for purposes connected with the furnishing of telephone service and to exercise any and all rights secured to it by law of these Terms and conditions. The Company is not liable for any unavoidable damage to the customer's premises resulting from the attachment of its equipment and associated wiring on such premises, or from the installation or removal thereof.

All facilities furnished by the Company shall be carefully used and shall not be moved or removed except by an authorized representative of the Company. The Company will be reimbursed for any loss or damage to its facilities on the customer's premises resulting from intentional destruction or any other cause except from fire or unavoidable accidents.

2. Limitations and Use of Service

a. Use of Customer's Service

The use of service shall be restricted to the customer, his employees and representatives in the case of business service; or the customer, his family and persons residing in the customer's household in the case of residential service; except as otherwise specified.

For billing purposes, joint user arrangements or the sharing of facilities between customers is not allowed.

Service furnished by the Company is intended only for communications in which the customer has a direct interest. The resale of any service provided by the Company is not permitted, except as specifically authorized by the Company or as specified by the Regulatory Commission of Alaska.

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C. USE OF SERVICE AND FACILITIES - continued

2. Limitations and Use of Service

b. Cancellation for Cause

The Company may, by notice in writing, without incurring any liability, either suspend or terminate the service for any of the following reasons:

- (1) Abandonment of the service.
- (2) Nonpayment of any sum due for service.
- (3) Use of foul or profane language over the service.
- (4) Making of nuisance calls.
- (5) Abuse or fraudulent use of service which includes:
 - (A) The use of service or facilities of the Company to transmit or receive messages or to give or obtain information without payment of applicable charges;
 - (B) The obtaining, or attempting to obtain, or assisting another to obtain telephone service, by rearranging, tampering with, or making connection to Company facilities, or through any other fraudulent means or device, with intent to avoid the payment in whole or in part, of the established charge for such service.
 - (C) Unauthorized resale of any service provided by the Company.
- (6) Use of service in such a manner as to interfere with the service of other users.
- (7) Use of service for any purpose other than as a means of communication.
- (8) Use of service for unlawful purposes.
- (9) Nonpayment of deposit required by the Company.
- (10) Any other violation of regulations.

The Company may continue such suspension of service until all charges due have been paid and all violations have ceased, or terminate the service without suspension of service or following suspension of service, and disconnect and remove any Company provided equipment from the customer's premises.

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TERMS AND CONDITIONS

C. USE OF SERVICE AND FACILITIES - continued

2. Limitations and Use of Service

c. Use for Unlawful Purposes

Service is furnished by the Company subject to the condition that it will not be used for an unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law, or if the Company receives other evidence that such service is being or will be so used.

d. Limited Communication

The Company reserves the right to limit access to and the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

D. ESTABLISHMENT AND FURNISHING OF SERVICE

1. Application for Service

The Company reserves the right to require applications for service to be made in writing on the Company's standard form of Application. Upon the acceptance of an application for service, all the applicable provisions in this document become the contract between the customer and the Company. Requests for additional service and requests for changes in service upon acceptance thereof by the Company become a part of the original contract, except that each item of additional service is subject to the appropriate initial contract period. Any change in rates or regulations authorized by legally constituted authorities effects a modification of all contracts for services to that extent, without further notice.

The Company reserves the right to refuse service to applicants previously having service terminated for any reason specified in the regulations until all charges due have been paid and all violations have ceased.

It shall be the responsibility of the customer or their agents to provide all easements, information and assistance as may be required by the Company for the installation of their service. No service may be established until all easements have been provided without charge to the Company.

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TERMS AND CONDITIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE - continued

2. Advance Payments

Applicants for service whose credit has not been established may be required to pay, prior to the connection of service, an Advance Payment equal to the amount of the service order charge and line connection charge per access line ordered. The Advance Payment is in addition to any deposit required. The Advance Payment is credited to the customer's account and is applied towards the customer's first month's billing.

3. Change of Billing Responsibility

Customers who wish to retain telephone numbers assigned to a given individual or business when there is a change of ownership and/or responsibility may request of the Company such numbers providing:

- a. Both parties sign the proper form which will relinquish all privileges associated with the telephone number or numbers listed to the first party and assess responsibility for payment to the second party for all outstanding billing associated with the telephone number or numbers.
- b. Any deposit held for the telephone number(s) will be relinquished to the new assuming party. If the new customer has not established credit with the Company an application for service will be required, an advance payment and a deposit, or an update in the current deposit, may also be required.

4. Construction Charges

The rates and charges provide for the furnishing of service and facilities where suitable plant facilities are available.

When costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in "Line Extension Services" and "Special Construction" in the Local Service Guide, except as otherwise specified.

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D ESTABLISHMENT AND FURNISHING OF SERVICE - continued

5. Deposits

a. General

The Company may require an applicant or a customer whose credit has not been established or whose credit may have become unsatisfactory to make a suitable cash deposit to be held by the Company as a guarantee of the payment of charges for service.

A customer's credit will be considered unsatisfactory upon disconnection for nonpayment, or upon the second occasion of payment delinquency in a period of twelve consecutive months.

A customer that orders additional services may be required to submit a deposit, or an additional deposit, before any new services will be connected.

b. Amount of Deposit

Except as otherwise specified, the minimum deposit for new service shall be two months' telephone billings, including toll charges as estimated by the Company.

After service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit to cover the amount of service accruing for a period of two months. Failure to make a deposit within ten days after such notification will result in the suspension of service.

Service which has been disconnected for nonpayment or has collection action taken against it will not be restored until a deposit equal to two months' average telephone billings, including toll charges and all other charges owed have been paid.

Interest on customers' deposits in excess of \$100.00 for recurring monthly service will be paid at the legal rate in accordance with Alaska statutes.

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D. ESTABLISHMENT AND FURNISHING OF SERVICE - continued

5. Deposits - continued

c. Refund of Deposit

Deposits will be refunded against the customer's account after twelve months of prompt payment. During the twelve month period if a payment, or payments, are delinquent the deposit will be refunded twelve months after the last such occurrence.

When service is terminated, any balance of the deposit remaining after the deduction of all sums due the Company will be returned to the customer sixty days after the discontinuance of service.

No refunds under \$2.00 will be made unless requested by the customer.

d. Deposit Not to Effect Regular Collection Practices

The fact that a deposit is held by the Company shall in no way relieve the applicant or customer from compliance with the Company's regulations as to advance payment and payment for service, nor constitute a waiver or modification of the regulations pertaining to the discontinuance of service for nonpayment of any sums due the Company for the service rendered.

6. Minimum Contract Periods and Termination of Service

a. Minimum Contract Periods

The minimum contract period for all services will be one (1) month except as otherwise specified.

The minimum contract period begins on and includes the day of the establishment of service.

b. Termination of Service

In the case of service for which the minimum contract period is one (1) month, the charges due are for the balance of that month.

No minimum or termination charge will apply in the event the service is terminated because of destruction or damage to property by fire or other cause beyond the control of the customer.

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TERMS AND CONDITIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE - continued

7. Space and Power at the Customer's Premises

The customer is responsible for the provision and maintenance, at his expense, of all space and floor arrangements required on the customer's premises for communication facilities provided by the Company in connection with services furnished the customer by the Company.

Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the customer. Company equipment that is dependent upon customer provided power generation shall be placed only where said power generation equipment is of a standard and reliable nature.

8. Installation and Maintenance

The Company will undertake to install and maintain all facilities necessary to furnish basic service to applicants or customers. All ordinary expense of installation and maintenance in connection with service furnished by the Company is borne by the Company except as otherwise specified.

Except where designated by law, the type of construction (direct buried, conduit, aerial or radio) is the prerogative of the Company.

The customer shall not install, disconnect, rearrange, remove, or attempt to repair any equipment or facilities furnished by the Company or permit others to do so.

9. Customer Owned and Maintained Equipment

a. Connection of customer premises equipment to the local exchange network shall be made through standard plugs and standard Company provided jacks or equivalent, in compliance with 47 CFR Part 68 of the Federal Communication Commission Rules and Regulations.

b. Customer owned premises equipment may be directly connected through registered protective circuitry to the local telephone exchange facilities.

c. Non-registered or non-grandfathered customer provided premises equipment may be connected to the Company facilities through a customer or Company provided registered protection device or coupler.

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TERMS AND CONDITIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE - continued

9. Customer Owned and Maintained Equipment - continued

- d. The Company shall not be responsible for the installation, operation or maintenance of any customer premises equipment. The facilities of the Company are not represented as adapted to the use of customer premises equipment and where such customer premises equipment is connected to the Company's facilities, the responsibility of the Company shall be limited to the furnishing of facilities suitable for telecommunication service and to the maintenance and operation of such facilities in a manner proper for such service. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by the customer premises equipment or for the quality of, or defects in, such transmission, or the reception of signals by the customer premises equipment.
- e. All combinations of customer premises equipment, registered or non-registered, including, but not limited to, wiring shall be installed, operated, and maintained in compliance with FCC Rules and Regulations. No combination of customer premises equipment, registered or non-registered, including, but not limited to, wiring shall cause electrical hazards to Company personnel, interfere with the operation of, or cause harm to, the Company's equipment or facilities, or interfere with service of persons other than the user of such equipment.
- f. Upon notice from the Company that the equipment of the customer is causing or is likely to cause such interference or hazard, the customer shall make such changes as may be necessary to remove or prevent such interference or hazard.
- g. The customer shall be responsible for payment of all Company charges for visits to the customer's premises where a service difficulty or trouble results from customer premises equipment. The amount to be charged to the customer will be the actual cost to the Company, including labor, transportation, direct materials, and attributable overhead.

10. Work Performed Outside Regular Working Hours

The rates and charges specified in this document contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a customer requests work which cannot be performed during the Company's regular working hours, the customer will be required to pay, in addition to the other rates and charges specified, the amount of additional costs incurred by the Company as a result of the customer's requirements.

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TERMS AND CONDITIONS

D. ESTABLISHMENT AND FURNISHING OF SERVICE - continued

11. Provision and Ownership of Telephone Numbers

- a. The assignment of the telephone numbers will be made at the sole discretion of the Company. The customer has no property right to the telephone number or any other call number designation associated with services provided by the Company. The Company reserves the right 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. If a phone number is inadvertently assigned to two customers, the customer who held the phone number immediately prior to the second assignment of the number shall be provided the first option of retaining the number.
- b. Business and residential customers may make application to the Company for the provision of a special number to be designated to their service by requesting "Special Number Service." If the Company is able to provide the special number, the charges associated with this service shall be applied.

12. Provision and Ownership of Directories

Directories are furnished by the Company to customers as an aid in the use of the service. The Company will furnish to its customers, without charge, one (1) directory per access line for the efficient use of the service.

The Company reserves the right to charge customers for additional directories or directories covering areas other than their primary directory area.

13. Special Contracts

The rates and charges quoted contemplate the use of service arrangements, equipment and facilities in quantities and types regularly furnished by the Company. Where equipment, facilities, or service arrangements are requested which are not provided for in this document will be based on the Company's actual costs when in the judgment of the Company it is practical to provide the service requested.

14. Alterations on the Customer's Premises

The customer shall notify the Company, at least five business days in advance, whenever alterations or new construction on premises occupied by the customer necessitate changes in the Company's equipment and facilities.

When the Company is requested by the customer to install, relocate, rearrange or change outside plant facilities from one type to another, the cost of constructing the new and removing the old plant shall be borne by the customer with consent of the owner, if applicable.

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E. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Establishment of Credit

The Company is not obligated to furnish service to any individual or firm that owes for service previously rendered at the same or a different location until arrangements have been made to liquidate such previous indebtedness to the Company. Nor is the Company obligated to continue to furnish service to any individual or firm whose credit becomes, in the opinion of the Company, doubtful. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his/her credit in one of the following ways:

- a. By furnishing references acceptable to the Company.
- b. By means of a cash deposit.
- c. Letter of Credit/Guarantee.

2. Discontinuance of Service for Failure to Establish or Maintain Credit

Service to a customer may be disconnected for failure to establish or maintain credit after a reasonable time, but in any case not until 10 days after written notice to the customer was mailed or delivered to his address as listed with the Company, or to the premises at which the service is rendered. Notice will be deemed given to the customer upon being posted.

3. Unpaid Account

The Company shall not be required to provide service to an applicant who has not paid for prior service rendered by the Company in the same or different location and furnished to the same person or legal entity. The Company shall not be required to furnish service when applied for in the name of another person or legal entity, or a fictitious name or other member of the same household, for the purpose of avoiding payment of an unpaid obligation for telephone service previously furnished.

4. Re-Establishment of Credit

- a. An applicant for telephone service, who has been a customer of the Company and whose service has been discontinued for failure to pay a bill for service, will be required, before service is restored, to re-establish their credit by making a guarantee deposit.
- b. A customer of the Company, who fails to pay a bill for service, will be required to pay said bill and all other applicable charges under the Company's tariffs and re-establish their credit by making a guarantee deposit.
- c. The Company may require an existing customer to make a deposit or increase a deposit if increased usage warrants such action or if the customer's payment record is unsatisfactory.

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F. PAYMENT ARRANGEMENTS

1. Payment for Service

A customer is responsible for the payment of all access, toll, including collect toll messages which have been accepted at the customer's telephone, and other charges applicable to the customer's service, including local, state and federal taxes made in accordance with the Company's Terms and conditions and Rate Schedules as contained in this tariff. Failure to receive a bill does not relieve the customer of the responsibility for payment in accordance with these provisions.

Charges to the customer are due and payable as follows:

- a. Regular bills will be issued on the first of the month and due within 20 days from the date they are rendered. An additional 20 days will be granted prior to termination of service by the Company.
- b. Local service, service connections, deposits, and line extensions are payable in advance.
- c. Closing bills rendered to persons discontinuing service and bills for miscellaneous services are payable upon presentation.
- d. Message toll service bills will be rendered monthly in arrears, except at the option of the Company, they may be rendered daily, weekly, or any other period in arrears. Toll charges are considered binding unless objection is received within 60 days after presentation.
- e. Surcharges such as federal excise tax, sales taxes, subscriber line charges and universal access charges imposed upon the Company by any Federal, State or local government agency may be billed to the customers of the Company. When customers are billed as herein provided, the amount will be separately stated on and added to the regular billing.
- f. The bill will be considered rendered when postmarked by a U.S. Post Office, addressed to the customer or agent at which service is or was last rendered, or to another mailing address as specified by the customer.
- g. Payment will be considered rendered when received at the business office whether by mail or delivered in person.
- h. Special bills for extremely high toll usage may be rendered daily, weekly or any other period.
- i. Payment will be considered rendered when received at the business office whether by mail or delivered in person.

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TERMS AND CONDITIONS

F. PAYMENT ARRANGEMENTS - continued

2. Non-Payment of Bills

- a. Monthly bills shall be considered past due if they are not paid within 20 days of rendering or after any payment date previously established by agreement between a customer and the Company. Special bills shall be considered past due if they are not paid within 10 days of rendering.
- b. Regular monthly billing statements will include a line item assessing a one-time, one and one half percent (1.5%), or a minimum \$2.00 late charge on a previous month's delinquent balance. Delinquent balances of less than \$5.00 will not be assessed a late fee penalty.
- c. If payment is not received within 40 days from the initial bill rendering, the Company may deny service without further notice. Written notice, bringing the matter to the attention of the customer, will be included in any monthly customer bill carrying a previous balance.

3. Disputed Bills

In the event of a dispute involving a customer's bill, the customer's service shall not be disconnected for non-payment of that portion of the bill under dispute pending an investigation by the Company. If the Company determines, following such an investigation, that the service has been provided to the customer pursuant to the Company's tariff, and the Company has provided the customer with available substantiating information and the dispute remains unresolved, the Company may then disconnect the service. Upon the request of the Regulatory Commission of Alaska, telephone service will not be suspended or disconnected because of an amount involved in a complaint which is before the Commission.

4. Dishonored Checks

The Company reserves the right to collect a \$25.00 charge for checks returned by banks. A returned check is considered evidence of non-payment and may result in immediate suspension of service without notification.

5. Adjustment of Charges

In the adjustment of charges for over-billing or under-billing by the Company, an adjustment of the charges will be made equal to the amount of the over- or under-billing for a maximum of six (6) months.