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April 19, 2010

**VIA OVERNIGHT DELIVERY**

Mr. Charles L.A. Terreni
Chief Clerk/Administrator
SC Public Service Commission
101 Executive Center Dr., Ste. 100
Columbia, SC 29210
(803) 896-5100

Re: Safari Communications, Inc.
Docket No. 2010-104-C

Dear Mr. Terreni:

Pursuant to ORS recommendations, enclosed please find for filing an original and twenty-five (25) copies of the company's replacement South Carolina PSC Tariff No. 2 to include suggested changes by ORS.

I have enclosed an extra copy of this letter to be date-stamped and returned to me in the self-addressed, postage prepaid envelope I have provided.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,

Claudia McDowell

Claudia McDowell
Legal Assistant to Lance J.M. Steinhart
Attorney for Safari Communications, Inc.

RETURN DATE: OK
SERVICE: OK

Enclosures
cc: Tom Peltier

Shealy Reibold - ORS via e-mail: sreibol@regstaff.sc.gov

Scott Elliott, Esq. – via e-mail selliott@elliottlaw.us

# RULES, REGULATIONS, AND SCHEDULE OF RATES AND CHARGES APPLICABLE TO END USERS

## LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY**
**Safari Communications, Inc.**
**(941) 385-3111**
**WITHIN THE STATE OF SOUTH CAROLINA**

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## CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

| Page Number | Revision | Page Number | Revision | Page Number | Revision | Page Number | Revision | Page Number | Revision |
|---|---|---|---|---|---|---|---|---|---|
| 1 | Original | 26 | Original | 51 | Original | | | | |
| 2 | Original | 27 | Original | 52 | Original | | | | |
| 3 | Original | 28 | Original | 53 | Original | | | | |
| 4 | Original | 29 | Original | 54 | Original | | | | |
| 5 | Original | 30 | Original | 55 | Original | | | | |
| 6 | Original | 31 | Original | 56 | Original | | | | |
| 7 | Original | 32 | Original | | | | | | |
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| 9 | Original | 34 | Original | | | | | | |
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| 16 | Original | 41 | Original | | | | | | |
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| 21 | Original | 46 | Original | | | | | | |
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| 24 | Original | 49 | Original | | | | | | |
| 25 | Original | 50 | Original | | | | | | |

## EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

(C) To signify changed regulation.

(D) To signify discontinued rate and regulation.

(I) To signify increased rate.

(M) To signify a move in the location of text.

(N) To signify new rate or regulation.

(R) To signify reduced rate.

(S) To signify reissued matter.

(T) To signify a change in text but no change in rate or regulation.

## APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the prepaid local exchange telecommunications services provided by Safari Communications, Inc., to customers within the State of South Carolina.

## SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

**Access Line** - An arrangement which connects the Customer's location to a switching center or point of presence.

**Account Codes** - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

**Advance Payment** - Part or all of a payment required before the start of service.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

**Business** - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

**Commission** – South Carolina Public Service Commission.

**Company or Carrier** - Safari Communications, Inc., unless otherwise clearly indicated by the context.

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

## SECTION 1.0 – DEFINITIONS (CONT'D)

**DID Trunk** - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP")** - The pulse type employed by rotary dial station sets.

**Dual Tone Multi-Frequency (or "DTMF")** - The pulse type employed by tone dial station sets.

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

**End Office** - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Hearing Impaired** - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting** - Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only** - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier** - A long distance telecommunications services provider.

## SECTION 1.0 – DEFINITIONS (CONT'D)

**LATA** - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**LEC** - Local Exchange Company

**Minimum Point of Presence ("MPOP")** - The main telephone closet in the Customer's building.

**Monthly Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF")** - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**ORS** – The South Carolina Office of Regulatory Staff.

**Other Telephone Company** - An Exchange Telephone Company, other than the Company.

**PBX** - Private Branch Exchange

**Premises** - A building or buildings on contiguous property.

**Recurring Charges** - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Residence or Residential** - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

## SECTION 1.0 – DEFINITIONS (CONT'D)

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order and this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of an Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Telephone Company** - Used throughout this tariff to mean Safari Communications, Inc., unless clearly indicated otherwise by the text.

**Two Way** - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

## SECTION 2.0 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of South Carolina, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

**(A)** The Company reserves the right to limit or to 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.

**(B)** The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

**(A)** Service is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

**(B)** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

**(C)** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, 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 thirty (30) days notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

**(D)** Service may be terminated upon written notice to the Customer if:

**(1)** the Customer is using the service in violation of this tariff; or

**(2)** the Customer is using the service in violation of the law.

**(E)** This tariff shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (cont'd.)**

**(F)** Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

**(G)** To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.

**(H)** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.4 Limitations on Liability

**(A)** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.

**(B)** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

**(C)** The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed. Adjustment of Customer Billing will conform to SC Reg. 103-623.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

**(D)** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

**(1)** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;

**(2)** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;

**(3)** Any unlawful or unauthorized use of the Company's facilities and services;

**(4)** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;

**(5)** Breach in the privacy or security of communications transmitted over the Company's facilities;

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

**(D) (cont'd)**

**(6)** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.

**(7)** Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

**(8)** Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

**(9)** Any non-completion of calls due to network busy conditions;

**(10)** Any calls not actually attempted to be completed during any period that service is unavailable;

**(11)** And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability (Cont'd.)**

**(E)** The Company does not guarantee nor make any warranty with respect to installations provided for use in an explosive atmosphere.

**(F)** 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 or fitness for a particular use, except those expressly set forth herein.

**(G)** Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect may Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities**

**(A)** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

**(B)** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.

**(C)** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.

**(D)** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

**(E)** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

**(1)** the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

**(2)** the reception of signals by Customer-provided equipment; or

**(3)** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.1 Undertaking of the Company, (Cont'd.)

#### 2.1.7 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

**(A)** where facilities are not presently available, and there is no other requirement for the facilities so constructed;

**(B)** of a type other than that which the Company would normally utilize in the furnishing of its services;

**(C)** over a route other than that which the Company would normally utilize in the furnishing of its services;

**(D)** in a quantity greater than that which the company would normally construct;

**(E)** on an expedited basis;

**(F)** on a temporary basis until permanent facilities are available;

**(G)** involving abnormal costs; or

**(H)** in advance of its normal construction.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the South Carolina Public Service Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer

#### 2.3.1 General

The Customer shall be responsible for:

**(A)** the payment of all applicable charges pursuant to this tariff;

**(B)** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

**(C)** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

**(D)** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer

#### 2.3.1 General (cont'd.)

**(E)** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;

**(F)** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

**(G)** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

**(H)** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.3 Obligations of the Customer (Cont'd.)

#### 2.3.2 Liability of the Customer

**(A)** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

**(B)** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

**(C)** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in party from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent to intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.4 Customer Equipment and Channels

#### 2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

#### 2.4.2 Station Equipment

**(A)** Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.

**(B)** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.4 Customer Equipment and Channels (Cont'd.)

#### 2.4.3 Interconnection of Facilities

**(A)** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the South Carolina Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

**(B)** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

**(C)** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.

**(D)** Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.4 Customer Equipment and Channels (Cont'd.)

#### 2.4.4 Inspections

**(A)** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

**(B)** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

**(C)** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.5 Customer Deposits and Advance Payments

#### 2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.5 Customer Deposits and Advance Payments (Cont'd.)

#### 2.5.2 Deposits

**(A)** To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with South Carolina Public Service Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months. A deposit may be required in addition to an advance payment.

**(B)** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.

**(C)** Deposits will accrue interest annually at the rate per annum in accordance with South Carolina Public Service Commission Rules. Upon request of the Customer, accrued interest shall be annually credited to the Customer by deducting such interest from the amount of the next bill for service following the accrual date.

**(D)** The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.6 Payment Arrangements

#### 2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the South Carolina gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the South Carolina Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in South Carolina, or both, and are charged to a subscriber's telephone number or account in South Carolina.

#### 2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

**(A)** Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.

**(B)** The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

**(C)** When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.6 Payment Arrangements (Cont'd.)

#### 2.6.2 Billing and Collection of Charges (Cont'd.)

**(D)** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

**(E)** If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then the Company will charge a maximum of one and one half percent (1 ½%) to the unpaid balance brought forward to cover the cost of collection and carrying accounts in arrears. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**(F)** the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Carolina Office of Regulatory Staff in accordance with the Commission's rules and procedure. The address of the ORS is as follows:

Office of Regulatory Staff
State of South Carolina
Consumer Services Division
1401 Main Street, Suite 900
Columbia, SC 29201
Local – (803) 737-5230
Toll Free Number – (800) 922-1531
Fax Number – (803) 737-4750

**(G)** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 4.3.

## SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

### 2.6 Payment Arrangements (Cont'd.)

#### 2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

**(A)** Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at lease 29 days from the date of the bill and only following proper written notification.

**(B)** Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.

**(C)** 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.

**(D)** Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

**(E)** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

**2.6 Payment Arrangements, (Cont'd)**

**2.6.3 Discontinuance of Service for Cause**

**(F)** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

**(G)** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

**(H)** Without notice in the event of tampering with the equipment or services furnished by the Company.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

### 2.6 Payment Arrangements, (Cont'd)

#### 2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

#### 2.6.5 Cancellation of Application for Service

**(A)** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.

**(B)** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.

**(C)** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

**(D)** The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

### 2.6 Payment Arrangements, (Cont'd)

#### 2.6.6 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

#### 2.6.7 Bad Check Charge

A service charge will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution. The charge will not exceed the amount prescribed by SC Code Anns. 34-11-70. The Company's current charge is $20.00..

### 2.7 Allowances for Interruptions in Service

#### 2.7.1 General

**(A)** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

**(B)** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

### 2.7 Allowances for Interruptions in Service, (Cont'd)

#### 2.7.1 General (Continued)

**(C)** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

**(D)** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

#### 2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

**(A)** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;

**(B)** Due to the failure of power, equipment, systems, connections or services not provided by the Company;

**(C)** Due to circumstances or causes beyond the reasonable control of the Company;

**(D)** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

### 2.7 Allowances for Interruptions in Service, (Cont'd)

#### 2.7.2 Limitations of Allowances

**(E)** A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider:

**(F)** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

**(G)** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and

**(H)** That was not reported to the Company within thirty (30) days of the date that service was affected.

#### 2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

### 2.7 Allowances for Interruption in Service, (Cont'd)

#### 2.7.4 Application of Credits for Interruptions in Service

**(A)** Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

**(B)** For calculating credit allowances, every month is considered to have thirty (30) days.

**(C)** A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

**2.7 Allowances for Interruption in Service, (Cont'd)**

**2.7.4 Application of Credits for Interruptions in Service, (Cont'd)**

**(D) Interruptions of 24 Hours or Less**

| Length of Interruption | Amount of Service to be Credited |
|---|---|
| Less than 30 minutes | None |
| 30 minutes up to but not including 3 hours | 1/10 Day |
| 3 hours up to but not including 6 hours | 1/5 Day |
| 6 hours up to but not including 9 hours | 2/5 Day |
| 9 hours up to but not including 12 hours | 3/5 Day |
| 12 hours up to but not including 15 hours | 4/5 Day |
| 15 hours up to but not including 24 hours | One Day |

**(E) Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**(F) Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one-month period.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

### 2.7 Allowances for Interruption in Service, (Cont'd)

#### 2.7.5 Limitations on Allowances

No credit allowance will be made for:

**(A)** interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;

**(B)** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;

**(C)** interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;

**(D)** interruptions of service during a period in which the Customer continues to use the service on an impaired basis;

**(E)** interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;

**(F)** interruption of service due to circumstances or causes beyond the reasonable control of Company; and

**(G)** that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

#### 2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

### 2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

#### 2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

**(A)** all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;

**(B)** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;

**(C)** all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;

**(D)** minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

## SECTION 2.0 – RULES AND REGULATIONS, (CONT'D)

**2.9 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights an duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

**2.10 Notices and Communications**

**2.10.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.10.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

**2.10.4** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

**2.10.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

**2.11 Marketing Practices**

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Company hereby asserts and affirms that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing procedures, in any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

## SECTION 3.0 – SERVICE AREAS

### 3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) AT&T

### 3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the South Carolina Public Service Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and groups specified in AT&T's South Carolina Local Exchange Service Tariff.

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES

### 4.1 Local Exchange Service

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. The Company's local telephone service provides a Customer with the ability to connect to the underlying carrier's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access enhanced 911 Emergency Service (where available through the underlying carrier);
- access operator services (as specified in Section 4.3);
- place call to toll free 8XX telephone numbers.

#### 4.1.1 Service Area

The Company's service area incorporates all geographic regions-and exchanges currently served by the following underlying carrier:

Throughout the ILEC service areas within the State of South Carolina.

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

### 4.1 Local Exchange Service (Cont'd)

#### 4.1.1 Service Are a (Cont'd)

Local calling Areas: Exchanges and zones included in the local calling area for the Customer's exchange or zone may be found in the telephone directory published by the underlying carrier in the Customer's exchange area.

#### 4.1.2 Local Line

A. Standard Features: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.

B. Optional Features: A Local Line may order the following optional features, at the rate specified in Section 4.1.3

Call Waiting
Call Forwarding
Three Way Calling
Caller ID
Call Return
Non-Published Number
Inside Wiring

#### 4.1.3 Local Line Rates and Charges

A Local Line Customer will be charged applicable Non-Recurring and Monthly Recurring Charges.

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

### 4.1 Local Exchange Service (Cont'd)

#### 4.1.3 Local Line Rates and Charges (Cont'd)

Calling Plans (Monthly Recurring Charges)

A. Basic Package

| Unlimited Local Calling | | **Max Rate** |
|---|---|---|
| Monthly Charge: | $36.50 (Non-Lifeline Customers) | $73.00 |
| | $23.00 (Lifeline Customers) | $46.00 |

B. Premier Package

Unlimited Local Calling
Caller ID w/name
Call Waiting
Call Waiting ID

| | | |
|---|---|---|
| Monthly Charge: | $38.50 (Non-Lifeline Customers) | $77.00 |
| | $25.00 (Lifeline Customers) | $50.00 |

C. Complete Package

Unlimited Local Calling
Caller ID w/name
Call Waiting
Call Waiting ID
*69
3-way
Call Forwarding

| | | |
|---|---|---|
| Monthly Charge: | $48.50 (Non-Lifeline Customers) | $97.00 |
| | $35.00 (Lifeline Customers) | $70.00 |

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

### 4.1 Local Exchange Service (Cont'd)

#### 4.1.3 Local Line Rates and Charges (Cont'd)

| Non-Recurring Charges | | Max Rate |
|---|---|---|
| Set-Up Charge (local line) | $60.00 | $120.00 |
| Call Waiting | $ 8.00 (per line) | $16.00 |
| Call Forwarding | $ 8.00 (per line) | $16.00 |
| 3 Way Calling | $ 8.00 (per line) | $16.00 |
| Calling Number ID | $10.00 (per line) | $20.00 |
| Toll Block | $8.52 (per line) | $17.02 |
| **Recurring Charges - Monthly** | | |
| Call Waiting | $ 5.00 (per line) | $10.00 |
| Call Forwarding | $ 5.00 (per line) | $10.00 |
| 3 Way Calling | $ 5.00 (per line) | $10.00 |
| Calling Number ID | $10.00 (per line) | $20.00 |
| Inside Wiring | $7.00 (per line) | $14.00 |
| Toll Block | $5.12 (per line) | $10.24 |

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

### 4.2 Directory Assistance

Customers will access to Directory Assistance through 1-8XX toll free access.

### 4.3 Operator Assistance

Customers will have access to local operator services only within the limitations imposed by the presence of the underlying carrier's toll restriction and billed number screening services.

### 4.4 Directory Listings

The Company shall provide for a single directory listing in the telephone directory published by the underlying carrier in the Customer's exchange area.

**4.4.1** In order for listings to appear in an upcoming directory, the Customer must subscribe to service from the Company in time to meet the directory-publishing schedule.

**4.4.2** Directory listings are provided in connection with each Customer's service as specified herein:

A. Primary Listing: The listing shall include the first and last name of the Customer. The listing will also include the Customer's address.

B. Non-published Listings: A Non-published telephone number will be furnished at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and the directory assistance records.

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

### 4.4 Directory Listings (Cont'd)

C. Non-Recurring Charges: Non-Recurring charges associated with Directory Listings are as follows:

| | | Max Rate |
|---|---|---|
| Non-published number (per line no charge if included in Customer's original service order) | $17.99 | $35.98 |

D. Recurring Charges: Monthly Recurring charges associated with Directory Listings are as follows:

| | | Max Rate |
|---|---|---|
| Non-published number | $2.99 | $5.98 |

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

### 4.5 Miscellaneous Fixed Non-Recurring Charges:

| | | Max Rate |
|---|---|---|
| Change Telephone Number | $25.00 (per line) | $50.00 |
| Transfer Account to New Address | $55.00 (per line) | $110.00 |
| Reconnect Previous Customer | $89.99 (per line) | $179.98 |
| Late Charge | 1.5% (of the balance due) | |
| Service Order Charge | $15.00 | $30.00 |
| (each time changes are made to a telephone number) | | |

### 4.6 Miscellaneous Variable Non-Recurring Charges

For any incidental charges which appear on the Company's billing from the underlying carrier (e.g., directory assistance, call tracing, etc.), the charges are passed through to the Customer.

### 4.7 Emergency Services (Enhanced 911)

Allows Customers to reach appropriate emergency services including police, fire and hospital. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E91I provider for display at the Public Service Answering Point (PSAP).

## SECTION 4.0 SERVICE DESCRIPTIONS AND RATES (CONT'D)

### 4.8 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

4915 Dorothy Avenue
Sarasota, Florida 34235
(888) 350-3297

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

All Customer complaints are subject to the jurisdiction of the Commission which may be contacted at the following address:

Office of Regulatory Staff
Consumer Affairs Division
1401 Main Street, Suite 900
Columbia, SC 29201
Telephone No.: 803-737-5230
Toll Free No.: 800-922-1531
Fax No.: 803-737-4750

All adjustment of customer bills will conform to 26.S.C. Code Regs. 103-623.

## SECTION 5.0 – LIFELINE PROGRAM

### 5.1 General

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.

(B) Lifeline is supported by the federal universal service support mechanism.

(C) Federal baseline support of eight dollars and twenty-five cents ($8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents ($3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents ($1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer is thirteen dollars and fifty cents ($13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

(D) Designated Services Available To Lifeline Customers:

(1) Single Party Service
(2) Local Usage
(3) Touch Tone Services
(4) Voice Grade Access to the Public Switched Network
(5) Access to Emergency Services
(6) Access to Operator Services
(7) Access to Interexchange Services
(8) Access to Directory Assistance
(9)..... Toll Limitation Service at No Charge

## SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

### 5.2 Regulations

(A) General

(1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.

(2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.

(3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.

(4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

## SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

**Regulations (Cont'd)**

(A) General (Cont'd)

(5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.

(6) The Federal Universal Service Charge will not be billed to Lifeline customers.

(7) Lifeline subscriber's local service will not be disconnected for non- payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.

(8) At no time shall a customer's Lifeline rate go below zero.

**5.3 Eligibility**

(A) Customers are eligible if they participate in at least one of the following programs:

Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Temporary Assistance to Needy Families (TANF)

Additionally, a customer with total gross annual income that does not exceed 125% of the federal poverty income guidelines may apply directly to the South Carolina Public Service Commission for Lifeline eligibility certification.

## SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

### 5.4 Certification

(A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

(B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

(C) When a customer is determined to be ineligible as a result of an annual verification, the Company will contact the customer in a letter separate from the bill. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

## SECTION 5.0 – LIFELINE PROGRAM (CON'TD)

### 5.5 General

(A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.

(B) Service Charges are applicable for installing or changing Lifeline service.

(C) Link-Up connection assistance may be available for installing or relocating Lifeline service.

(D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.

(E) The total Lifeline credit consists of one federal credit plus one (1) Company credit

(1) Federal credit

Monthly Credit

All programs, one per Lifeline service $10.00

(2) Company credit

All programs, one per Lifeline service $ 3.50

## SECTION 6.0 – LINK-UP PROGRAM

### 6.1 General

(A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.

(B) Link-Up is supported by the federal universal service support mechanism.

(C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars ($30.00), is available to be passed through to the subscriber.

### 6.2 Regulations

(A) General

(1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.

(2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.

(3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.

(4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.

(5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

## SECTION 6.0 – LINK-UP PROGRAM (CONT'D)

**Regulations (Cont'd)**

(B) Eligibility

(1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth below:

Supplemental Nutrition Assistance Program (SNAP)
Medicaid
Temporary Assistance to Needy Families (TANF)

Additionally, a customer with total gross annual income that does not exceed 125% of the federal poverty income guidelines may apply directly to the South Carolina Public Service Commission for Link-Up eligibility certification.

(2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

(C) Certification

Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Link-Up eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Link-Up feline credit will be provided on a going forward basis.

### 6.3 Rates and Charges

(A) The federal credit available for a Link-Up connection is thirty dollars ($30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.