SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates, Continued

D. Application of Business and Residential Rates

1. Determination of Classification

The determination as to whether telephone Service should be classified as Business or Residential is based on the character of the use to be made of the Service. Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, Service is classified as Residential Service.

2. Business Rate Classification

Business rates apply at the following locations, among others:

a. In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.

b. In Residence Locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in Residence Locations where an extension is located at a place where business rates would apply.

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.10. Application of Rates, Continued

D. Application of Business and Residential Rates, Continued

2. Business Rate Classification, Continued

c. In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no Service at business rates at another location.

d. In any Residence Location where there is substantial business use of the Service and the Customer has no Service at business rates.

3. Residence Rate Classification

Residence rates apply at the following locations, among others:

a. In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the Service is confined to the domestic use of the Customer and listings of a business nature are not furnished.

b. In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has Service charged for at business rates another location.

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1. BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.11. Basic Local Exchange Service Rates and Charges

The following charges apply to Basic Standard South Carolina Unlimited Local Usage Service for Residence lines. Rates and charges include Touchtone Service or each line. The rates and charges below apply to Service provided on a month-to month basis. Customers may presubscribe to intraLATA, interLATA and interstate long distance service in addition to local exchange service, long distance calls to be billed on a per-minute basis.

A. Residential Rates

[Reserved for future Use.]

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1 BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.11. Basic Local Exchange Service Rates and Charges, Continued

B. Business Rates

[Reserved for future use]

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1 BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.11. Basic Local Exchange Service Rates and Charges, Continued

C. Connection Charge for Basic Local Exchange Services

The Connection Charge is a nonrecurring charge that applies to the following:

1. installation of a new Service;

2. transfer of an existing Service to a different location;

3. change from one Class Of Service to another at the same or a different location;

4. restoral of Service, which applies each time a Service is reconnected after suspension or termination for nonpayment but before cancellation of the Service, as set forth in Section 2.9 of this Tariff; or

5. installation of an additional line.

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.1 BASIC LOCAL EXCHANGE SERVICE, Continued

4.1.11. Basic Local Exchange Service Rates and Charges, Continued

D. Additional/Miscellaneous Charges

1. Trouble Isolation Charge

Trouble isolation and other repair Services are provided to Customers by the underlying Carrier, at the underlying Carrier's rates, terms, and conditions, pursuant to the underlying Carrier's local tariff on file with the Commission. The Company bills Customers for trouble isolation and other repair costs at the underlying Carrier's tariffed rates.

2. Installation, Moves, and Other Charges

	Non-Recurring
New Installation*	$150.00
Move Service to new location*	$75.00
One-Time Changes to Service	$9.99
Installation of additional line*	$75.00
Restoral Charge	$25.00

*Customer must be available at scheduled install time

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.2. INTRALATA AND INTERLATA PRESUBSCRIPTION

4.2.1. General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

4.2.2. Presubscription Charges

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charges Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	$0.00
Additional Line, Trunk or Port (manual)	$5.50
(automated)	$1.25

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SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1)

4.3.1 Service Description

A. Company offers Business Customers an Integrated Service Digital Network (ISDN) Primary Rate Interface (PRI)/T-1 service for high-speed dedicated voice and data transmission. Company's ISDN PRI Service employs a 1.544 Megabits per second (Mbps) facility typically divided into twenty-three B Channels and one D Channel. The B Channels are used for Circuit-switched voice and data communications connecting to the public switched telephone network (PSTN) while the D Channel provides out-of-band signaling. The T-1 service employs a variety of added features.

B. ISDN PRI/T-1 provides the Customer with a single, voice-grade, DTMF communications Channel.

C. ISDN PRI/T-1 and its associated features are only provided where facilities, equipment and technical capabilities exist and does not create an obligation for the Company to construct such facilities and equipment especially for the provision of this Service.

D. Customer is responsible for providing Customer Premises Equipment that is compatible with ISDN-PRI/T-1 Service.

E. The Company shall not be responsible if changes in any of the equipment, operations or procedures of the Company utilized in the provisioning of ISDN-PRI/T-1 Service render any facilities provided by the customer obsolete or require modification or alteration of such equipment or system or otherwise affect its use or performance.

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3 DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.2 Service Features

Each local exchange Channel may include a telephone number assignment and the following features:

Caller ID Name and Number
Local Usage (Business)
Local Directory Assistance (411)
Local T-1/PRI
Switched Long Distance
Dedicated Long Distance
Toll-free
Directory Services
Operator Services
900/976 Blocking
Integrated Access
Dedicated Internet Access (DIA)

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3 DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.3. Optional Features

Backup D Channel – In arrangements of two or more Primary Rate Interfaces or Ports, it provides enhanced continuity of Service by allowing a D Channel on one Primary Rate Interface or Port to automatically take over for a failed D Channel on another Primary Rate Interface or Port. A single Backup D Channel may support a maximum of five interfaces or ports.

Calling Number and Name Delivery – Provides the Customer who is receiving a call with the telephone number and the name of the calling party.

Serial Hunt – Calls will start with the number of the trunk dialed and hunt sequentially to the end of the trunk or hunt group.

Circular Hunt – A switch feature that dynamically points each new call attempt to the next idle B Channel following the last Channel either to have accepted a call or the last Channel to have attempted to place a call.

DLH (Distributed Line Hunting) – Calls are distributed evenly among a trunk group or hunt group by number of calls.

MIDL/LIDL (Most Idle/Least Idle) – Incoming calls will be sent to the trunk that has been idle the longest (MIDL) or the shortest (LIDL) amount of time.

Direct Inward Dialing (DID) Numbers – Provides telephone numbers for direct inward dialing. Numbers are available in blocks of ten or one hundred, or as a single number. The assignment and sequence of the numbers may be requested by the Customer in cases where the Company has the number or series of numbers available for use.

Dynamic Channel Allocation – Allows a Customer to designate the quantity of B Channels for call types to be allocated within previously provisioned criteria for either DID or Direct Outward Dialing (DOD) capability. [Not currently available; under development.]

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.3. Optional Features, Continued

Enhanced Alternate Route – Allows incoming voice calls to overflow on an emergency and busy basis to a line or Trunk side connection designated by the Customer. A route may be limited in the number of simultaneous calls that can be routed.

Enhanced 911 – The number of the caller is transmitted to the PSAP where it is cross-referenced with an address database to determine the caller's location.

Inform 911 – Allows the calling party number of the station to be sent to the E911 database rather than the billed telephone number. It is the Customer's responsibility to provide station number updates to the 911 database.

Local Number Portability – Allows businesses to switch local service providers and retain their local telephone numbers.

Inbound Only – Provides for an inbound calling option on the Primary Rate Interface or Primary Rate Port. No outgoing capability exists when this feature is selected. A minimum of one D Channel is required.

Inbound Interface – Provides a PRI termination and a Digital multichannel transmission path between the Central Office and the Customer's Premises and is configured with one D Channel or a Backup D Channel and 23 B Channels or 24 B Channels.

Universal Calling – Allows the end-user to make and receive local, intraLATA (local toll) and long distance calls. PNG Local Service provides Universal Calling with the following call coverage:

- Local Call Coverage: enable callers to place phone calls to any telephone in a pre-defined local calling area.
- Extended Area Service (EAS): enables callers to place calls to a pre-defined area outside of what is normally considered the local calling area at no extra charge.
- IntraLATA (Local Toll): carried by the long distance network.
- InterLATA: also carried by the long distance network.

Service Access Codes (SAC) – SACs are non-geographic area codes (often referred to as NPAs) assigned for special network uses. These codes include 500,700, and 8XX.

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.4. Application of Rates and Charges

A. Term Pricing Plans: Term Pricing Plans (TPP) are available to the Customer. The Customer must select either a 12 Month, 24 Month or 36 Month term.

B. Modifying Term Pricing Plans: A TPP may be modified when additional PRI/T-1 Circuits are purchased.

A TPP may be also be converted to a longer TPP, without incurring a Termination Charge, if there is at least one month remaining on an existing TPP. Service will automatically renew at month-to-month terms.

C. Expiration of Term Pricing Plan: Within one month prior to the expiration of a TPP, the Customer must select one of the following options:

1. Renew the Service for an additional term at the TPPs available; or

2. Disconnect Service at the end of the billing period.

D. Waiving of Nonrecurring Charges per circuit: For 12 month terms, a $198 non-recurring charge applies. Company will will waive the non-recurring charge on terms of 24 and 36 months.

E. Moves and Changes: There are two types of modifications available for PRI/T-1 Circuits:

1. A move of the point of termination of an existing PRI Circuit(s) to a new location within the Customer's same Premises.

2. Any subsequent change or rearrangement of Services requested by the Customer on an existing PRI Circuit(s). Fee may apply.

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.4. Application of Rates and Charges, Continued

F. Termination Liability: If the service is terminated by a Customer before the expiration of the initial or any subsequent term, the Customer will pay to PNG an amount equal to the sum of:

1. all billed and unbilled charges which the Customer has not paid at the time of termination;

2. the monthly recurring charge at the time of termination multiplied by the number of months remaining in the term;

3. and all charges incurred by PNG to its suppliers and other third parties for the provision or disconnection of service to the Customer.

G. Cancellation Charge: If the Company misses a Service installation date by more than thirty (30) days due to a Force Majeure condition, the Customer may cancel an order without incurring a Cancellation Charge.

H. Local Usage: Customers are provided unlimited local service for the local servicing area as part of the business offering.

I. Promotions: The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.4. Application of Rates and Charges, Continued

J. Individual Case Basis (ICB) Arrangements:Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

K. Stated pricing requires business customer to subscribe long distance service from Company.

L. Company offers a Plan A and a Plan L to satisfy regional consumer demand for lower end user common line ("EUCL") charges or lower monthly recurring charges ("MRC").

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.5. Rates and Charges

A. Dedicated Local Voice T-1/PRI Pricing – A Plan:

	MRC	EUCL	Block of 20* DIDs		Block of 100 * DIDs	
			MRC	NRC	MRC	NRC
24 Months:	$459.00	$154.00	$6.00	$6.00	$25.00	$30.00
36 Months:	$450.00	$154.00	$6.00	$6.00	$25.00	$30.00

* where available

B. Dedicated Local Voice T-1/PRI Pricing – L Plan:

	MRC	EUCL	Block of 20* DIDs		Block of 100 * DIDs	
			MRC	NRC	MRC	NRC
24 Months:	$577.00	$42.00	$6.00	$6.00	$25.00	$30.00
36 Months:	$568.00	$42.00	$6.00	$6.00	$25.00	$30.00

* where available

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.5. Rates and Charges, Continued

C. Integrated Data Pricing – A Plan

	# of Channels	MRC	Installation fee
12 Months	1 (64k)	$107.00	$198.00
	2(128k)	$156.00	$198.00
	4(256k)	$219.00	$198.00
	6(384k)	$276.00	$198.00
	8(512k)	$332.00	$198.00
	12(768k)	$360.00	$198.00
	16(1024k)	$377.00	$198.00
24 Months	1 (64k)	$100.00	waived
	2 (128k)	$147.00	waived
	4 (256k)	$208.00	waived
	6 (384k)	$263.00	waived
	8 (512k)	$317.00	waived
	12 (768k)	$343.00	waived
	16 (1024k)	$358.00	waived
36 Months	1 (64k)	$95.00	waived
	2 (128k)	$139.00	waived
	4 (256k)	$197.00	waived
	6 (384k)	$250.00	waived
	8 (512k)	$300.00	waived
	12 (768k)	$326.00	waived
	16 (1024k)	$339.00	waived

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.5. Rates and Charges, Continued

D. Integrated Data Pricing – L Plan

	# of Channels	MRC	Installation fee
12 Months	1 (64k)	$107.00	$198.00
	2(128k)	$156.00	$198.00
	4(256k)	$219.00	$198.00
	6(384k)	$276.00	$198.00
	8(512k)	$332.00	$198.00
	12(768k)	$360.00	$198.00
	16(1024k)	$377.00	$198.00
24 Months	1 (64k)	$100.00	waived
	2 (128k)	$147.00	waived
	4 (256k)	$208.00	waived
	6 (384k)	$263.00	waived
	8 (512k)	$317.00	waived
	12 (768k)	$343.00	waived
	16 (1024k)	$358.00	waived
36 Months	1 (64k)	$95.00	waived
	2 (128k)	$139.00	waived
	4 (256k)	$197.00	waived
	6 (384k)	$250.00	waived
	8 (512k)	$300.00	waived
	12 (768k)	$326.00	waived
	16 (1024k)	$339.00	waived

SECTION 4 – DESCRIPTION OF SERVICE AND RATES, Continued

4.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

4.3.5. Rates and Charges, Continued

E. Other

Local Number Portability (LNP)/Channel	$0.35
PICC/Channel	$1.19
Port Charge	$0.00
Loop Fees	$0.00
Customer Dialed Directory Assistance[1]	$0.89[2]

[1] Refer to section 4.1.4 for service description.
[2] Per call after 2 free calls.

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SECTION 5 – LOCAL SERVICE AREAS

5.1. LOCAL SERVICE AREA DESCRIPTION

5.1.1. General Description

A. Company provides Service in the exchange areas served by BellSouth Telecommunications, Inc.

B. Company's local exchange Service area is set forth in Section 5.1.2 of this Tariff

C. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

SECTION 5 – LOCAL SERVICE AREAS, Continued

5.1. SERVICE AREA DESCRIPTION, Continued

5.1.2. Local Service Areas

Exchange	Additional Exchanges	Expanded Service Area
Aiken	Bath, Beech Island, Graniteville, Jackson, New Ellenton, North Augusta	Augusta, GA
Allendale	Barnwell, Fairfax	Columbia
Anderson	Belton, Honea Path, Pelzer, Pendleton, Starr-Iva, Williamston	Greenville
Antioch	Blacksburg, Grover, NC, Kings Mountain, NC, Shelby, NC	ESA is the same as for the Grover, NC, exchange. See Section A3 of the NC GSST.
Bamberg	Denmark, Ehrhardt, Orangeburg	Columbia
Barnwell	Allendale, Blackville, Denmark, Williston	Columbia
Batesburg	Pond Branch, Ridge Spring	Columbia
Bath	Aiken, Augusta, GA, Beech Island, Graniteville, Jackson, North Augusta	Augusta, GA
Beech Island (For local exception, see A3.13.2.A.3.)	Aiken, Appling, GA, Augusta, GA, Bath, Harlem, GA, Hephzibah, GA, Jackson, North Augusta	Augusta, GA
Belton	Anderson, Honea Path, Pelzer, Williamston	Greenville
Bennettsville	Blenheim, Clio, McColl	Florence
Blacksburg	Gaffney, Grover, NC (includes those exchange access lines in Antioch, SC which are a part of the Grover, NC exchange), Hickory Grove	Greenville
Blackville	Barnwell, Denmark, Williston	Columbia
Blenheim	Bennettsville, Clio, McColl	Florence
Blue Ridge	Greenville, Greer, Lyman, Travelers Rest	Greenville
Camden	Bethune	Columbia
Central	Clemson, Easley, Liberty, Pickens, Six Mile	Greenville

SECTION 5 – LOCAL SERVICE AREAS, Continued

5.1. SERVICE AREA DESCRIPTION, Continued

5.1.2. Local Service Areas, Continued

Exchange	Additional Exchanges	Expanded Service Area
Chapin-Little Mountain	Newberry, Prosperity, Chapin-Little Mountain South	Columbia
Chapin-Little Mountain South	Columbia, Chapin-Little Mountain North	Columbia
Charleston	Folly Beach, Hollywood, Isle of Palms, Mt Pleasant, Sullivans Island, Summerville	Charleston
Cheraw	Chesterfield, Patrick	Florence
Clemson	Central, Pendleton, Seneca, Six Mile	Greenville
Clinton	Joanna, Laurens, Laurens Rural	Greenville
Clio	Bennettsville, Blenheim, McColl	Florence
Clover	Gastonia, NC (includes those exchange access lines located in Mill Creek, SC and vicinity which are a part of the Gastonia, NC exchange), Lake Wylie, Lake Wylie West, South Crowders Creek, NC, York	Charlotte, NC
Columbia	Chapin-Little Mountain South, Eastover, Lexington	Columbia
Cowpens	Spartanburg	Greenville
Darlington	Florence, Hartsville, Lamar, Society Hill, Timmonsville	Florence
Denmark	Bamberg, Barnwell, Blackville, Olar	Columbia
Dillon	Dillon, NC, Florence, Lake View, Latta	Florence
Easley	Central, Greenville, Liberty, Pickens, Six Mile	Greenville
Eastover	Columbia	Columbia
Edgefield	Johnston	Augusta, GA
Edisto Island	None	Charleston

SECTION 5 – LOCAL SERVICE AREAS, Continued

5.1. SERVICE AREA DESCRIPTION, Continued

5.1.2. Local Service Areas, Continued

Exchange	Additional Exchanges	Expanded Service Area
Florence	Darlington, Hartsville, Lamar, Marion, Mullins, Nichols, Pamplico, Society Hill, Timmonsville	Florence
Fountain Inn	Greenville, Simpsonville	Greenville
Gaffney	Blacksburg	Greenville
Graniteville	Aiken, Bath, North Augusta, portion of Beech Island located within the property boundaries of the Savannah River Site	Augusta, GA
Greenville	Blue Ridge, Easley, Fountain Inn, Greer, Liberty, Pickens, Piedmont, Simpsonville, Travelers Rest	Greenville
Greer	Blue Ridge, Greenville, Lyman	Greenville
Hartsville	Darlington, Florence, Lamar, McBee, Patrick, Society Hill, Timmonsville	
Hickory Grove	Blacksburg, Sharon, York	Charlotte, NC
Honea Path	Anderson, Belton, Due West	Greenville
Isle of Palms	Charleston, Folly Beach, Mt. Pleasant, Sullivans Island	Charleston
Joanna	Clinton, Laurens, Laurens Rural	Greenville
Johnston	Edgefield, Ridge Spring	Augusta, GA
Jonesville	Pacolet, Union	Greenville
Lake View	Dillon, Dillon, NC, Florence, Latta	Florence
Lake Wylie	Charlotte, NC, Clover, Gastonia, NC (includes those exchange access lines located in Mill Creek, SC, and vicinity which are a part of the Gastonia, NC, exchange), Lake Wylie West, South Crowders Creek, NC, York	Charlotte, NC

SECTION 5 – LOCAL SERVICE AREAS, Continued

5.1. SERVICE AREA DESCRIPTION, Continued

5.1.2. Local Service Areas, Continued

Exchange	Additional Exchanges	Expanded Service Area
Lake Wylie West	Clover, Gastonia, NC (includes those exchange access lines located in Mill Creek, SC, and vicinity which are a part of the Gastonia, NC, exchange), Lake Wylie, South Crowders Creek, NC, York	Charlotte, NC
Latta	Dillon, Dillon, NC, Florence, Lake View	Florence
Liberty	Central, Easley, Greenville, Pickens, Six Mile	Greenville
Lyman	Blue Ridge, Greer, Inman, Spartanburg	Greenville
Marion	Florence, Mullins, Nichols	Florence
McColl	Bennettsville, Blenheim, Clio	Florence
Mill Creek	Belmont, NC, Bessemer City, NC, Clover, Gastonia, NC, Kings Mountain, NC, Lake Wylie, Lake Wylie West, Lowell, NC, Mt. Holly, NC, South Crowders Creek, NC, Stanley, NC	ESA is the same as for the Gastonia, NC, exchange. See Section A3 of the NC GSST.
Mt. Pleasant	Charleston, Folly Beach, Isle of Palms, Sulllivans Island	Charleston
Mullins	Florence, Floyds, Marion, Nichols	Florence
Newberry	Chapin-Little Mountain North, Prosperity, Whitmire	Columbia
New Ellenton	Aiken, Jackson, portion of Beech Island located within the property boundaries of the Savannah River Site	Augusta, GA
Newtonville	Gibson, NC, Laurel Hill, NC, Laurinburg,	ESA is the same as for the Gibson, NC, exchange. See Section A3 of the NC GSST.

SECTION 5 – LOCAL SERVICE AREAS, Continued

5.1. SERVICE AREA DESCRIPTION, Continued

5.1.2. Local Service Areas, Continued

Exchange	Additional Exchanges	Expanded Service Area
Nichols	Florence, Floyds, Marion, Mullins	Florence
North Augusta	Aiken, Appling, GA, Augusta, GA, Bath, Beech Island, Graniteville, Harlem, GA, Hephzibah, GA, Jackson	Augusta, GA
Orangeburg	Bamberg, Bowman, Branchville	Columbia
Pacolet	Jonesville, Spartanburg	Greenville
Pelzer	Anderson, Belton, Williamston	Greenville
Pendleton	Anderson, Clemson	Greenville
Pickens	Central, Easley, Greenville, Liberty,	Greenville
Piedmont	Greenville	Greenville
Prosperity	Chapin-Little Mountain North, Newberry	Columbia
Rowland	Fairmont, NC, Lumberton, NC, Maxton, NC, Parkton, NC, Pembroke, NC, Red Springs, NC, Rowland, NC, St. Pauls, NC	ESA is the same as for the Rowland, NC, exchange. See Section A3 of the NC GSST.
Salem	Seneca, Walhalla, Westminster	Greenville
Seneca	Clemson, Salem, Walhalla, Westminster	Greenville
Sharon	Hickory Grove, York	Charlotte, NC
Six Mile	Central, Clemson, Easley, Liberty, Pickens	Greenville
Society Hill	Darlington, Florence, Hartsville	Florence
Spartanburg	Chesnee, Cowpens, Enoree, Inman, Lyman, Pacolet, Woodruff	Greenville
Springfield-Salley	Wagener	Columbia
St. George	Harleyville	Columbia
Sullivans Island	Charleston, Folly Beach, Isle of Palms, Mt. Pleasant	Charleston
Summerville	Charleston	Charleston

SECTION 5 – LOCAL SERVICE AREAS, Continued

5.1. SERVICE AREA DESCRIPTION, Continued

5.1.2. Local Service Areas, Continued

Exchange	Additional Exchanges	Expanded Service Area
Timmonsville	Darlington, Florence, Hartsville, Lamar	Florence
Travelers Rest	Blue Ridge, Greenville	Greenville
Union	Jonesville, Lockhart	Greenville
Walhalla	Salem, Seneca, Westminster	Greenville
Westminster	Salem, Seneca, Walhalla	Greenville
Whitmire	Newberry	Columbia
Williamston	Anderson, Belton, Pelzer	Greenville
York	Clover, Hickory Grove, Lake Wylie Lake Wylie West, Rock Hill, Sharon, South Crowders Creek, NC	Charlotte, NC

SECTION 6 – MAXIMUM RATE SCHEDULE

6.1. BASIC LOCAL EXCHANGE SERVICE

6.1.1. Installation, Moves, and Other Charges

	Non-Recurring
New Installation*	$300.00
Move Service to new location*	$150.00
One-Time Changes to Service	$19.98
Installation of additional line*	$150.00
Restoral Charge	$50.00

6.2. PRESUBSCRIPTION

6.2.1. Nonrecurring Charges Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	$1.00
Additional Line, Trunk or Port (manual)	$11.00
(automated)	$2.50

SECTION 6 – MAXIMUM RATE SCHEDULE, Continued

6.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1)

6.3.1. Dedicated Local Voice T-1/PRI Pricing – A Plan:

	MRC	EUCL	Block of 20* DIDs		Block of 100 * DIDs	
			MRC	NRC	MRC	NRC
24 Months:	$918.00	$308.00	$12.00	$12.00	$50.00	$60.00
36 Months:	$900.00	$308.00	$12.00	$12.00	$50.00	$60.00

* where available

6.3.2. Dedicated Local Voice T-1/PRI Pricing – L Plan:

	MRC	EUCL	Block of 20* DIDs		Block of 100 * DIDs	
			MRC	NRC	MRC	NRC
24 Months:	$1,154.00	$84.00	$12.00	$12.00	$50.00	$60.00
36 Months:	$1,136.00	$84.00	$12.00	$12.00	$50.00	$60.00

* where available

SECTION 6 – MAXIMUM RATE SCHEDULE, Continued

6.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

6.3.3. Integrated Data Pricing – A Plan

	# of Channels	MRC	Installation fee
12 Months	1 (64k)	$214.00	$396.00
	2(128k)	$312.00	$396.00
	4(256k)	$438.00	$396.00
	6(384k)	$552.00	$396.00
	8(512k)	$664.00	$396.00
	12(768k)	$720.00	$396.00
	16(1024k)	$754.00	$396.00
24 Months	1 (64k)	$200.00	$200.00
	2 (128k)	$294.00	$294.00
	4 (256k)	$416.00	$416.00
	6 (384k)	$526.00	$526.00
	8 (512k)	$634.00	$634.00
	12 (768k)	$686.00	$686.00
	16 (1024k)	$716.00	$716.00
36 Months	1 (64k)	$190.00	$190.00
	2 (128k)	$278.00	$278.00
	4 (256k)	$394.00	$394.00
	6 (384k)	$500.00	$500.00
	8 (512k)	$600.00	$600.00
	12 (768k)	$652.00	$652.00
	16 (1024k)	$678.00	$678.00

SECTION 6 – MAXIMUM RATE SCHEDULE, Continued

6.3. DEDICATED BUSINESS LOCAL SERVICES (INTEGRATED SERVICES DIGITAL PRIMARY RATE INTERFACE SERVICE/T-1), Continued

6.3.4. Integrated Data Pricing – L Plan

	# of Channels	MRC	Installation fee
12 Months	1 (64k)	$214.00	$396.00
	2(128k)	$312.00	$396.00
	4(256k)	$438.00	$396.00
	6(384k)	$552.00	$396.00
	8(512k)	$664.00	$396.00
	12(768k)	$720.00	$396.00
	16(1024k)	$754.00	$396.00
24 Months	1 (64k)	$200.00	$200.00
	2 (128k)	$294.00	$294.00
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36 Months	1 (64k)	$190.00	$190.00
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	4 (256k)	$394.00	$394.00
	6 (384k)	$500.00	$500.00
	8 (512k)	$600.00	$600.00
	12 (768k)	$652.00	$652.00
	16 (1024k)	$678.00	$678.00

SECTION 6 – MAXIMUM RATE SCHEDULE, Continued

6.4. OTHER CHARGES

Local Number Portability (LNP)/Channel	$0.70
PICC/Channel	$3.38
Port Charge	$1.00
Loop Fees	$1.00
Customer Dialed Directory Assistance[3]	$1.78[4]

[3] Refer to section 4.1.4 for service description.
[4] Per call after 2 free calls.

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

of

PNG TELECOMMUNICATIONS, INC.
d/b/a PowerNet Global Communications

100 Commercial Drive
Fairfield, OH 45014
(513) 645-4932

Regulations and Schedule of Charges Applying to
Competitive Facilities-Based and Resold Local
Exchange Telecommunications Services

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of competitive, presubscribed resold and facilities-based intrastate local exchange telecommunications services provided by PNG Telecommunications, Inc. d/b/a PowerNet Global Communications ("Company") within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 100 Commercial Drive, Fairfield, OH 45014, (866) 462-3269, and will be maintained on the Company's web site www.powernetglobal.com.

CHECK LIST

The Pages of this Tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages are named below and comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page No.	Page Version	Page No.	Page Version	Page No.	Page Version	Page No.	Page Version
Title	Original						
1	Original	31	Original	61	Original	91	Original
2	Original	32	Original	62	Original	92	Original
3	Original	33	Original	63	Original	93	Original
4	Original	34	Original	64	Original	94	Original
5	Original	35	Original	65	Original	95	Original
6	Original	36	Original	66	Original	96	Original
7	Original	37	Original	67	Original	97	Original
8	Original	38	Original	68	Original	98	Original
9	Original	39	Original	69	Original	99	Original
10	Original	40	Original	70	Original	100	Original
11	Original	41	Original	71	Original	101	Original
12	Original	42	Original	72	Original	102	Original
13	Original	43	Original	73	Original	103	Original
14	Original	44	Original	74	Original	104	Original
15	Original	45	Original	75	Original		
16	Original	46	Original	76	Original		
17	Original	47	Original	77	Original		
18	Original	48	Original	78	Original		
19	Original	49	Original	79	Original		
20	Original	50	Original	80	Original		
21	Original	51	Original	81	Original		
22	Original	52	Original	82	Original		
23	Original	53	Original	83	Original		
24	Original	54	Original	84	Original		
25	Original	55	Original	85	Original		
26	Original	56	Original	86	Original		
27	Original	57	Original	87	Original		
28	Original	58	Original	88	Original		
29	Original	59	Original	89	Original		
30	Original	60	Original	90	Original		

* = New/Revised Page this issue

Dennis M. Packer, General Counsel
PNG Telecommunication, Inc.
100 Commercial Drive
Fairfield, OH 45014

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff for the purposes indicated below.

(C) To signify changed listing, rule, or condition which may affect rates or charges.

(D) To signify discontinued material, including listing, rate, rule or condition.

(I) To signify a rate increase.

(M) To signify material relocated from or to another part of Tariff schedule with no change in text, rate, rules or conditions.

(N) To signify new materials including listing, rate, rule or condition.

(R) To signify a rate reduction.

(T) To signify change in wording of text but not change in rate, rule or condition.

TARIFF FORMAT

A. **Page Numbering:** Page numbers appear in the upper right corner of the Page. Pages are numbered sequentially. However, occasionally, when a new Page is added between Pages already in effect, a decimal is added. For example, a new Page added between Pages 14 and 15 would be 14.1.

B. **Page Revision Numbers:** Revision numbers also appear in the upper right corner of each Page. These numbers are used to determine the most current Page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current Page number on file with the Commission is not always the Page in effect. Consult the Check Page for the Page currently in effect.

C. **Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:

2.
2.1.
2.1.1
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

D. **Check Pages:** When a tariff filing is made with the Commission, an updated Check Page accompanies the tariff filing. The Check Page lists the Pages contained in the tariff with a cross-reference to the current revision number. When new Pages are added, the Check Page is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this Page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some Pages). The tariff user should refer to the latest Check Page to find if a particular Page is the most current on file with the Commission.

SECTION 1 – APPLICATION OF TARIFF

1.1. This Tariff contains the regulations and rates applicable to furnishing of local exchange telecommunications Services provided by Company to Customers for telecommunications between points within the State of South Carolina. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

1.2. The rates and regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local Exchange telephone company or other common Carrier for use in accessing the Services of Company.

1.3. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

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

1.5. The Customer is entitled to limit the use of Company's Services by End Users at the Customer's facilities, and may use other common Carriers in addition to or in lieu of Company.

1.6. This Tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 100 Commercial Drive, Fairfield, OH 45014 and on the Company's web site, www.powernetglobal.com.

SECTION 2 – DEFINITIONS

Certain terms used generally throughout this Tariff for Communications Service of this Company are defined below.

2.1. **Access Line:** A circuit providing Exchange Service between a Customer's standard network interface and a serving switching center.

2.2. **Advance Payment:** Part or all of a payment required before the start of Service.

2.3. **Applicant**: The individual, firm, partnership, association, corporation, municipality, cooperative organization, governmental agency, etc., which has applied to the Company for Services provided pursuant to this Tariff.

2.4. **Authorized User:** A person, firm or corporation which is authorized by the Customer to be connected to the Service of the Customer.

2.5 **B Channel**: Provides one voice or data Channel on the Primary Rate Interface or Primary Rate Port to the PSTN.

2.6. **Basic Local Exchange Service:** Service that includes the following:

Single-party Service;
Voice grade access to the public switched network;
Support for local use;
Dual tone multifrequency signaling (touch-tone);
Access to emergency Services (E911);
Access to operator Services;
Access to Interexchange Services;
Access to directory assistance; and
Toll limitation Services.

2.7. **Business Customer:** A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

SECTION 2 – DEFINITIONS, Continued

2.8. **Business Service:** Service will be classified as Business Service if:

A. The Service is used primarily or substantially for a paid commercial, professional or institutional activity; or
B. The Service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
C. The Service number is listed as the principal or only number for a business in any telecommunications directory; or
D. The Service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

2.9. **Called Station:** The terminating point of a call (i.e., the called number).

2.10. **Carrier:** An entity certified by the Commission to provide telecommunications Services within South Carolina. Companies providing telecommunications Services but for which certification is not required by Commission are also included in this definition.

2.11. **Channel:** A communications path between two or more points of termination.

2.12. **Commission:** Public Service Commission of South Carolina

2.13. **Company:** PNG Telecommunications, Inc. d/b/a PowerNet Global Communications, the issuer of this Tariff.

2.14. **Competitive Services:** Company Services for which the Commission has deemed there to be meaningful competitive alternatives available to the public.

2.15. **Customer Premises:** A location(s) designated by the Customer for the purposes of connecting to Company's Services.

2.16. **Customer:** The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.

2.17. **D Channel**: Provides one Channel for the out-of-band signaling required. A single D Channel may control more than one Primary Rate Interface or Port.

SECTION 2 – DEFINITIONS, Continued

2.18. **Denied Service Restoral Charge:** a charge applying to the restoral of service to an individual line service, private branch exchange or Centrex system after denial of service for nonpayment.

2.19. **Disconnect or Disconnection:** The termination of a circuit connection between the Originating Station and the Called Station or Company's operator.

2.20. **Discontinue or Discontinuance:** A permanent cessation of telephone services.

2.21. **End User:** Any person, firm, corporation, partnership or other entity which uses the Services of PNG 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 by another Customer.

2.22. **End User Common Line Charge:** Charge assessed for each line between the premises of an end user and a Class 5 office that is used for local exchange service transmissions. The charge is compensation for use of the local loop for the purposes of originating/terminating interLATA long distance calls.

2.23. **Exchange:** A basic unit for the administration of communication Services in a specified area, called the Exchange Area. It usually consists of one or more central offices together with the associated plant used in furnishing communication Service in that area.

2.24. **Exchange Area:** The territory included within the boundaries of an Exchange, as shown on maps on file with the Commission.

2.25. **Facility:** Includes, in the aggregate or otherwise, but is not limited to, the following:

Channels	Equipment	Lines
Apparatus	Devices	Systems
Communications paths	Accessories	

which are provided by Company and utilized by it in the furnishing of telecommunications Services or which are provided by a Customer and used for telecommunications purposes.

2.26. **Holidays:** New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or any day which is a legally observed federal government holiday.

SECTION 2 – DEFINITIONS, Continued

2.27. **Installation Charges:** Charges, which are assessed on a non-recurring basis at the establishment of a Service. The terms "Installation Charges" and "non-recurring charges" are used inter-changeably within this Tariff to refer to non-variable charges.

2.28. **Interexchange:** Telephone calls, traffic, Facilities or other items that originate in one Exchange and terminate in another.

2.29. **InterLATA:** A term used to describe Services, functions, etc., that relate to telecommunications originating in one LATA and terminating outside of the originating LATA.

2.30. **IntraLATA:** A term used to describe Services, revenues, functions, etc., that relate to the telecommunications that originate and terminate within the same LATA.

2.31. **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.

2.32. **Line Restoral Charge:** A charge applying to the restoral of service to each local exchange line, PBX trunk or WATS access line suspended at the request of the Customer or End User.

2.33. **Local Calling Area:** One or more rate centers within which a Customer can place calls without incurring long-distance (toll) charges.

2.34. **Local Exchange Carrier:** A company which furnishes Local Exchange telecommunications Service.

2.35. **Local Exchange Service:** The furnishing of telecommunications Service to individual Residence and Business Customers within a specified geographical area for Basic Local Exchange Service.

2.36. **Major Service Interruption:** An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.

2.37. **Non-competitive Tariffed Services:** Company Services appearing in this Tariff, for which few competitive alternatives are available to the public, principally basic local exchange service and attendant custom calling features.

SECTION 2 – DEFINITIONS, Continued

2.38. **Operator Dialed Charge:** The End User places the call without dialing the destination number, although the capability to do it himself exists. The End User will dial "0" for local calls and "00" for long distance calls and then requests the operator to dial the Called Station.

2.39. **Operator Dialed:** Applies a surcharge to operator Station, person-to-person, station collect, person collect and third party rated calls when the Customer has the capacity of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the Called Station.

2.40. **ORS:** South Carolina Office of Regulatory Staff

2.41. **Premises:** The space occupied by a Customer or Authorized User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

2.42. **Primary Rate Interface**: Provides a Digital multichannel transmission path between the Customer's PRI serving Central Office and the Customer's demarcation point. The Interface includes the PRI Port and the facility between the Customer's Premises and the PRI serving office.

2.43 **Primary Rate Port**: A PRI connection that does not include the facility between the Customer's premises and the PRI serving office. The connection is made using a transport facility purchased separately and must be at a minimum DS1 level.

2.44. **Recurring Charges:** The monthly charges to the Customer for Services, Facilities and equipment, which continue for the agreed upon duration of the Service.

2.45. **Residential Customer:** A Residential Customer is a person to whom telecommunications Services are furnished by PNG predominantly for personal or domestic purposes at the person's dwelling.

SECTION 2 – DEFINITIONS, Continued

2.46. **Residential Service:** Service will be classified as Residential Service if none of the conditions of Business Service preceding apply, and:

A. The use of the Service is primarily and substantially of a social or domestic nature, and

B. Service is located in a residence or, in the case of a combined business and residence Premises, the Service is located in a bona fide residential quarters of such Premises while Business Service is located in the business quarters of the same Premises.

2.47. **Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested Service or Facility 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 or the tariffs of the Company, 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.

2.48. **Service Order:** The written request for Company Services submitted by the Customer in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth herein and pursuant to the tariffs of the Company, but the duration of the Service is calculated from the Service Commencement Date.

2.49. **Service(s):** The telecommunications Services that Company offers pursuant to this Tariff.

2.50. **Station:** Telephone equipment from or to which calls are placed.

2.51. **Station-to-Station:** Station-to-station calls are those calls where the person originating the call to an operator does not specify any particular person, station point or department. The call may be billed to the called party.

2.52. **Suspend or Suspension:** The temporary cessation of individual telecommunications services to Customers, which may be followed by Disconnection.

2.53. **Telecommunications Relay Service (TRS):** Enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate freely with the hearing population not using text telephone and visa versa.

2.54. **User:** A Customer or any other person authorized by a Customer to use Service provided to the Customer under a Company tariff.

SECTION 3 – RULES AND REGULATIONS

3.1. UNDERTAKING OF THE COMPANY

3.1.1. The Company does not undertake to transmit messages but offers the use of its Facilities for the transmission of communications.

3.1.2. Customers and Users may use Services and Facilities provided under the tariffs of the Company to obtain access to services offered by other companies. The Company is responsible for the Services and Facilities provided under its tariffs, and for its unregulated services provided pursuant to contract, and it assumes no responsibility for any service (whether regulated or not) provided by any other entity that purchases access to the Company network in order to originate or terminate such entity's own services, or to communicate with such entity's own customers.

3.1.3. The Company shall have no responsibility with respect to billings, charges or disputes related to services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

SECTION 3 – RULES AND REGULATIONS, Continued

3.2. DESCRIPTION OF SERVICE

Company Service consists of any of the Services offered pursuant to this Tariff, either individually or in combination. Each Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's Facilities or in combination with transmission facilities provided by other certificated Carriers.

3.3. APPLICATION FOR SERVICE

A Customer desiring to obtain Service may be required to complete the appropriate Service Order form and submit the Service Order in compliance with Company subscription requirements as may be established from time to time.

3.4. SHORTAGE OF EQUIPMENT OR FACILITIES

3.4.1. 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, on a nondiscriminatory basis.

3.4.2. The furnishing of Service under the tariffs of the Company is subject to the availability on a continuing basis of all the necessary Facilities and is limited to the reasonable 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 3 – RULES AND REGULATIONS, Continued

3.5. TERMS AND CONDITIONS

3.5.1. Service shall be provided and billed on the basis of a minimum period of at least one month. The Customer must pay the regular tariffed rate for Service for the minimum period of Service if Service is Discontinued during the initial minimum Service period. If a Customer Discontinues Service after the initial minimum Service period has ended, then the Customer will be billed pro rata for Services rendered.

3.5.2. 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 the tariffs of the Company. Customer will also be required to execute any other documents as may be reasonably requested by the Company.

3.5.3. 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 Discontinued by either party. Any Discontinuance shall not relieve Customer of the Customer's obligation to pay any charges incurred under the Service Order and the tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the Discontinuance of the term of the Service Order shall survive such Discontinuance.

3.5.4. The tariffs of the Company shall be interpreted and governed by the laws of the State of South Carolina without regard for its choice of laws provision.

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY

3.6.1. **Generally** -Because the Customer has exclusive control of its communications over the Services furnished by the Company, and because interruptions and errors incident to these Services are unavoidable, the Services the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and Facilities furnished under this Tariff.

3.6.2. **Limits of Liability:** The liability of Company for damages arising out of the furnishing of, or failing to furnish, its Services, including but not limited to mistakes, omission, Disconnections, interruptions, delays, acts of a third party, errors, defects, or representations, whether caused by acts or omissions is limited to the extension of allowances for interruption as set forth in this Tariff. Such allowances for interruptions are the sole remedy of the Customer and the sole liability of Company. Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service, equipment or Facilities, or the acts or omissions, acts of a third party, or the acts or omissions of Company, its employees or agents.

Company will not be liable to the Customer or Authorized User for, and the Customer and any Authorized User, jointly and severally, will indemnify, defend and hold harmless Company from any allegation, claim, loss, damage, liability, defect, cost or expense resulting from or involving:

A. Circumstances Beyond the Company's Control: The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the Unites States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any military authority; preemption of existing Service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties when it does not involve the Company's employees.

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

B. Acts of Other Entities: The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the Services the Company offers, or (b) for the acts or omissions of other Carriers or suppliers.

C. Acts of the Customer: The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer, its employees, agents, or suppliers, or due to the failure of malfunction of Customer-provided equipment or facilities. This limitation of liability also pertains to Customer Premises equipment purchased or leased from the Company by the Customer.

D. Damage to Customer's Premises: The Company shall not be liable for any defacement of or damage to Customer Premises resulting from the furnishing of Services or equipment on such Premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating Carriers, or supplying Carriers to the Company, shall be deemed to be agents or employees of the Company.

E. Liability for Acts of Other Carriers or Companies: The Company shall not be liable for any act or omission of any other company or companies supplying a portion of the service, or for damages associated with service, Channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company Services.

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

F. Liability for Transmission Errors and Personal Injury- The Company shall not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the Service of the Company,

1. caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billings for the period of Service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs), or

2. not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

G. Discontinuance of Service: The Company shall not be liable for the Discontinuance of Service for failure to pay the charges billed to Customer, including but not limited to, any direct, indirect, incidental, special consequential, exemplary or punitive damages, so long as such Discontinuance of Service complied with the applicable rules and regulations; or

H. Violations: The Company shall not be liable for violations of the obligations of the Customer under this Tariff; or

I. Interruption: The Company shall not be liable for the interruption of a call to any party or any other person in conjunction with use of the Busy Line Verification and Interrupt Service as set forth in this Tariff; or

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.2. Limits of Liability, Continued

J. Loss, Destruction or Damage: The Company shall not be liable for any, loss, destruction or damage to property of the Customer, the Customer's agent, distributors, or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of Company, Customer, Authorized User or their employees, agents representatives or invitees; or

K. Unlawful Acts: The Company shall not be liable for unlawful acts of Company's agents and employees if committed beyond the scope of their agency or employment.

L. Disclosure: The Company shall not be liable for misrepresentation of, or the failure to disclose, the lawful rates and charges published in the Tariff, so long as Company has complied with any applicable rules and regulation related thereto; or

M. Fees: The Company shall not be liable for fees Company delivered to a jurisdiction in question and not returned to Company as provided in the Taxes Section of this Tariff; or

N. Unauthorized Use: The Company shall not be liable for any unauthorized use of the Service provided to Customer.

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification: The Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the Service against any claim, loss or damage arising directly or indirectly from Customer's use of Services furnished under this Tariff, including:

A. claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's Service; or

B. a breach in the privacy or security of communications transmitted over Company's Facilities; or

C. patent or trademark infringement or other infringement of intellectual property rights including, but not limited to, copyrights, trademarks, and trade secrets, arising from

1. combining (or using in connection with) Company-provided Services and equipment with any facilities, services functions, or products provided by the Customer or Authorized User or

2. use of Services, functions, or products, which Company furnished in a manner, Company did not contemplate and over which Company exercises no control. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, will obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim in infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement; or

3. all other claims arising out of any act or omission of the Customer or others, in connection with any Service provided by the Company pursuant to this Tariff; or

4. any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company tariff.

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

D. Limitations of Damages and of Period for Bringing Claims: The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific Services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than three years after the Service related to the claim is rendered.

E. Express and Implied Warranties: 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.

F. Service Installation and Operation in Hazardous Locations: The Company does not guarantee or make any warranty with respect to Service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to, harm, or death of, any person or persons, or for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, locations or use of service furnished by the Company at such locations. The Company reserves the right to require each Business Customer to sign an agreement acknowledging acceptance of the provisions of this Section 3.6.3 (F) as a condition precedent to such installations.

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

G. Connection to the Company's Network: The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights of way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's Service, that the signals emitted into the Company's network are of the proper mode, band-width, power data speed, and signal level for the intended use of the Customer and that the signals do not damage Company equipment, injure its personnel or degrade Service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's Service without liability.

H. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. COMPANY MAKES NO WARRANTY THAT SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE OR MEET ANY PARTICULAR PERFORMANCE LEVEL; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED THROUGH THE SERVICES OR THAT ANY DEFECT IN THE SERVICE WILL BE CORRECTED.

SECTION 3 – RULES AND REGULATIONS, Continued

3.6. LIABILITY OF THE COMPANY, Continued

3.6.3. Indemnification, Continued

I. Errors in Billing: In the event of Company billing errors that result in overpayment by the Customer, Company will comply with R.103-623, 103-623.1 and 103-623.2 of Commission Rules and Regulations. The refund provisions will be contingent upon the circumstances of the over billing defined by the above-referenced Rules and Regulations.

J. Provision of Service: the Company will not be liable for any refusals or failures to provide or delays in commencing Service to any Customer pursuant to Section 3.6.2., or for any failure to provide or maintain Service at any particular performance level, unless required by South Carolina law or Commission rules and regulations.

K. Entire Liability: The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid the Company by Customer for the specific Services giving rise to the claim. No action or proceeding against the Company shall be commenced more than three years after the Service is rendered.

3.7. NOTIFICATION OF SERVICE-AFFECTING ACTIVITIES

To the extent possible, 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 many 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 3 – RULES AND REGULATIONS, Continued

3.8. PROVISION OF EQUIPMENT AND FACILITIES

3.8.1. All Services along the Facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

3.8.2. The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff.

3.8.3. The Company undertakes to use reasonable efforts to maintain only the Facilities and equipment that it furnishes to the Customer. The Customer or Authorized User may not, nor may they permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise tamper with any of the Facilities or equipment installed by the Company, except upon the written consent of the Company.

3.8.4. Equipment the Company provides or installs at the Customer's Premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

3.8.5. The Customer shall be responsible for the payment of Service charges as set forth in this Tariff for visits by the Company's agents or employees to the Premises of the Customer or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer or Authorized User provided.

SECTION 3 – RULES AND REGULATIONS, Continued

3.8. PROVISION OF EQUIPMENT AND FACILITIES, Continued

3.8.6. 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:

A. The transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

B. The reception of signals by Customer provided equipment. The Customer or Authorized User is responsible for ensuring that Customer provided equipment connected to Company equipment and Facilities is compatible with such Company equipment and Facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the 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. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's Facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's Facilities. Any additional protective, equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

C. Any special interface equipment necessary to achieve compatibility between the Facilities and equipment of the Company used for furnishing Company Services and the Channels, facilities, or equipment of others shall be provided at the Customer's expense.

D. Company 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 Carrier which are applicable to such connections.

SECTION 3 – RULES AND REGULATIONS, Continued

3.9. NONROUTINE INSTALLATION

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/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.

3.10. OWNERSHIP OF FACILITIES

Title to all Facilities provided in accordance with the tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other Facilities and associated equipment provided by the Company hereunder.

3.11. OPTIONAL RATES AND INFORMATION PROVIDED TO THE PUBLIC

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified at least one week in advance.

SECTION 3 – RULES AND REGULATIONS, Continued

3.12. GOVERNMENTAL AUTHORIZATIONS

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

SECTION 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER

The Customer shall be responsible for:

3.13.1. the payment of all applicable charges pursuant to the tariffs of the Company;

3.13.2. damage to or loss of the Company's Facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

3.13.3. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company Facilities and equipment installed on the Premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such Premises;

3.13.4. any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided Facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for Service;

SECTION 3 – RULES AND REGULATIONS, Continued

3.13. OBLIGATIONS OF THE CUSTOMER, Continued

3.13.5. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises at which the Company's employees and agents shall be installing or maintaining the Company's Facilities and equipment. The Customer may be required to install and maintain the Company's Facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;

3.13.6. identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

3.13.7. 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 the Company's Facilities and equipment in any Customer or User Premises or the rights-of-way for which Customer is responsible under Section 3.13.4; and granting or obtaining permission for the Company's agents or employees to enter the Premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon Discontinuance of Service as stated herein, removing the Facilities or equipment of the Company;

3.13.8. not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

3.13.9. making the Company's 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 3 – RULES AND REGULATIONS, Continued

3.14. PROHIBITED USES

3.14.1. 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

3.14.2. Equipment Company provides or installs at the Customer's Premises for use in connection with the Services Company offers may not be used for any other purpose other than for which Company provided it. Customer may not, and may not permit others to, rearrange, Disconnect, remove, attempt to repair, or otherwise interfere with any of the Services or equipment installed by Company or Company's agent, except upon the consent of Company.

3.14.3. 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 Commission regulations, policies, orders, and decisions.

3.14.4. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.

3.14.5. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

SECTION 3 – RULES AND REGULATIONS, Continued

3.14. PROHIBITED USES, Continued

3.14.6. A Customer may not use the Services in any manner, which interferes with other persons in the use of their Service, prevents other persons from using their Service, otherwise impairs the quality of Service to other Customers, or impairs the privacy of any communications over any Service provided by Company. Company may require a Customer to shut down its transmission of signals if said transmission is causing interference to others.

3.14.7. A Customer may not use the Services in any manner so as to annoy, abuse, threaten, or harass other persons.

3.14.8. The use of Company's Services either without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

3.14.9. Customer use of any resold Service obtained from other service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

3.14.10. A Customer or Authorized User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

3.14.11. A Customer shall not use any service mark, trade mark or trade name of Company or refer to Company in connection with any product, equipment, promotion or publication of the Customer without the approval of Company.

SECTION 3 – RULES AND REGULATIONS, Continued

3.15. PAYMENT FOR SERVICE

The Customer is responsible for the payment of all charges for Facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer.

3.16. BILLING AND COLLECTION OF CHARGES

3.16.1. Bills will be rendered monthly to the Customer and the Company's bills will conform to the provisions of South Carolina Public Service Commission Reg. 103-622.1.

3.16.2. Nonrecurring charges are due and payable within 30 days as indicated on the due date on an invoice received by Customer from the Company.

3.16.3. 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 30 days as indicated on the due date of the invoice.

3.16.4. Charges based on usage will be included on the next invoice rendered following the end of the billing cycle in which the usage occurs, and will be due and payable within 30 days as indicated on the invoice due date.

3.16.5. When Service does not begin on the first day of the month, or end on 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 30 days.

3.16.6. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date 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 the tariffs of the Company or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

SECTION 3 – RULES AND REGULATIONS, Continued

3.16. BILLING AND COLLECTION OF CHARGES, Continued

3.16.7. Late payment charges may be applied, pursuant to South Carolina Public Service Commission Reg. 103-622.2, which provides that a maximum one and one-half (1.5) percent may be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. Company will adjust customer bills as per the provisions of South Carolina Public Service Commission Reg. 103-623.

3.16.8. Return check charges may be applied in an amount not to exceed that allowed by applicable state law, as contained in South Carolina Code Section 34-11-70.

3.17. ADVANCE PAYMENTS

3.17.1. To safeguard its interests, the Company may require a Customer to make an Advance Payment before Services and Facilities are furnished. The Advance Payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated usage and Recurring Charges for the Service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated nonrecurring 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 and may be required in addition to a deposit.

3.17.2. A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due Company and may be required to pay reconnect charges.

SECTION 3 – RULES AND REGULATIONS, Continued

3.18. DEPOSITS

3.18.1. General

A. The Company may require a deposit from Customers to protect against uncollectible accounts. The maximum amount of any deposit will not exceed the equivalent of the Customers estimated liability for two months usage. All Applicants and existing Customers shall be treated uniformly for the determination and application of deposits.

B. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to Advance Payments, or the prompt payment of bills on presentation.

C. Company will pay simple interest on deposits at the rate as prescribed by the Commission and to each Customer required to make such deposit for the time it is held by Company, pursuant to South Carolina Public Service Commission Reg. 103-623.

D. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned. The deposit shall cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

E. When the Company requires a deposit from any Residential Customer, said Customer shall be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars ($40.00). Provided, however, that the Company shall have the discretion to allow payment of any deposit (more or less than $40.00) over a longer period of time to avoid undue hardship.

SECTION 3 – RULES AND REGULATIONS, Continued

3.18. DEPOSITS, Continued

3.18.2. Return of Deposit Upon Discontinuance of Service

When Service is discontinued, the amount of the initial or additional deposit, with any interest due, will be credited to the Customer's account and any credit balance which may remain will be refunded. After an existing Customer has established satisfactory credit, the amount of the deposit, with any interest due, will be either credited to the account or at the option of the Customer, refunded. Satisfactory credit for a Customer is defined as twelve consecutive months of Service without Suspension for nonpayment and with no more than one notification of intent to Suspend Service for nonpayment.

3.18.3. Services for Which Non-Payment May or May Not Result in Discontinuance

A. Non-payment of noncompetitive tariffed services, regulated by the Office of Regulatory Staff, billed on a Customer's local Service account may result in Discontinuance of that Customers local telephone Service. Examples of Services which non-payment of will not result in the Discontinuance of local Service are: toll Services (inter or intraLATA), voice mail, Internet, paging and any charges not billed on behalf of the Company, i.e., charges billed for long distance Carriers and non-telecommunications carriers; and federally-imposed Customer charges and taxes (and certain state and local charges and taxes) such as the subscriber line charge, local number portability charge, and E911 tax. The Company will note on the Customer bill those items that non-payment of may lead to Discontinuance of local telephone Service.

B. The Company will not Discontinue Customers' local Service for non-pay of regulated noncompetitive tariffed Services without first giving the Customer 10 days written notice as provided in Section 3.19. of this Tariff.

SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY

3.19.1. Disconnection or Suspension of Service With Notice

Company may, without incurring liability, refuse, Suspend or Disconnect the Service for any of the following reasons pursuant to Public Service Commission if South Carolina Regs. 103-625 and 103-633, provided that the Company shall issue ten (10) days written notice to the Customer via first-class mail prior to Disconnection of Service, unless otherwise noted:

A. If there is a condition determined in Company's sole discretion to be hazardous to the Customer, to other Customers of Company, to Company's equipment, to the public or to employees or agents of Company; or

B. If Company deems refusal of Service, Suspension or Disconnection necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or Services; or

C. For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to Service; or

D. For use of Company's Services for any purpose other than that described in the application; or

E. In the event of Customer use of equipment in such a manner as to adversely affect Company's equipment or the Service to others; or

F. In the event of tampering with the equipment furnished and owned by Company;

SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

3.19.1. Disconnection or Suspension of Service With Notice, Continued

G. In the event of abuse or fraudulent use of Service;

Abuse or fraudulent use of Service includes:

1. The use of Service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of an applicable charge;

2. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the established charge for such Service.

H. In the event that the Customer abandons Service;

I. For use of foul or profane language over the Service as set forth in Section 16-17-430, Code of Laws of South Carolina;

J. For impersonation of another person with fraudulent intent over the Service;

K. For nonpayment of any deposit required by the Company;

L. For violation of this Tariff, except as otherwise provided in this Tariff, including without limitation, non-payment of bills for Service, refusal to provide Company with either a deposit or Advance Payment, or failure to meet Company's credit requirements; or

M. For failure of the Customer to make proper application for Service including, without limitation, the provision of false information

SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

3.19.2. Disconnection or Suspension of Service Without Notice

The Company may disconnect Service, or may withhold the provision of ordered or contracted Service, without advance written notice under the following conditions, as provided in Public Service Commission of South Carolina Reg. 103-625:

A. The existence of an obvious hazard to the safety or health of the Customer, the general population, or the Company's personnel or facilities; or

B. The Customer has used equipment in such a manner as to adversely affect the Company's service to others; or

C. In the event of unauthorized use of Service.

SECTION 3 – RULES AND REGULATIONS, Continued

3.19. DISCONNECTION OR SUSPENSION OF SERVICE BY COMPANY, Continued

3.19.3. Duration of Suspension

The Company may continue Suspension of Service until all charges due have been paid and all violations have ceased. The maximum period of suspension before disconnection is seventy-two (72) hours. During the period of such Suspension all monthly recurring charges apply. Should the Customer fail to comply with the Company's instructions during the Suspension period, Service will be Discontinued and the Customer must pay the Denied Service Restoral Charge of this Tariff in addition to all applicable monthly Service charges before Service will be restored. If service is disconnected and not restored after a suspension, the date of disconnection is considered to be the date service was suspended for purposes of determining the amount due on the final bill.

3.19.4. When Service May be Disconnected

The Company may Disconnect the Service without Suspension of Service or following Suspension of Service, and disconnect and remove any of its equipment from the Customer's Premises. If Service is Disconnected after a Suspension, the date of Disconnection is considered to be the date Service was Suspended.

A Customer's Local Exchange Service may only be Disconnected for non-payment of Non-Competitive Tariffed Services regulated by the Commission. Local Exchange Service may not be Disconnected for non-payment of toll Services, voice mail, Internet, paging, charges not billed on behalf of the Company and federally imposed Customer charges and taxes.

3.19.5. Resumption of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

SECTION 3 – RULES AND REGULATIONS, Continued

3.20. CANCELLATION OF APPLICATION FOR SERVICE

3.20.1. Applications for Service are non-cancelable unless the Company otherwise agrees. 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.

3.20.2. 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 (all discounted to present value at six percent (6%)).

3.20.3. 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, the charges set forth in Section 3.33 of this Tariff will apply.

3.20.4. Unless otherwise provided in this Tariff, the special charges described above, will be calculated and applied on a case-by-case basis.

SECTION 3 – RULES AND REGULATIONS, Continued

3.21. CHANGES IN SERVICE 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.

3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER

3.22.1. Customers may Suspend or Discontinue Service by providing written or verbal notice to Company prior to Suspension or Discontinuance. Notice must specify the date on which Service is to be Suspended or Discontinued.

3.22.2. The Customer remains responsible for all Service charges until the day and time on which Service is actually Suspended or Discontinued.

3.22.3. If Customer Discontinues Service before Company completes installation of the Service and at the time of Discontinuance Company has incurred any expense in installing Services or preparing to install Service that it would not otherwise have incurred, a charge equal to the cost Company incurred will apply. In no case will this charge exceed the charge for the minimum period of Services ordered, including Installation Charges and Non-Recurring charges and all amounts others may charge Company that would have been chargeable to the Customer had Service been initiated.

3.22.4. If the Customer Discontinues Service after Company has completed installation, the charge set forth in Subsection 3.22.3 above will apply to the extent Company has not yet recovered the costs described therein. In addition, the minimum Service period obligations. will apply regardless of whether Service has been initiated and the charges in Section 4 will apply.

3.22.5. In the case of a Customer-initiated modification of Service, charges for the subsequent order are in addition to the costs incurred before the Customer changed the original order.

3.22.6. Customers must pay the Line Restoral Charge prior to Restoral of Service Suspended at Customer's request.

SECTION 3 – RULES AND REGULATIONS, Continued

3.22. SUSPENSION OR DISCONTINUANCE OF SERVICE BY CUSTOMER, Continued

3.22.7. If a Customer cancels a Service Order, or Discontinues Service before the completion of the term of a Customer executed contract for any reason whatsoever other than a Major Service Interruption, Customer agrees to pay to the Company the following sums, within 21 days of the effective date of the Discontinuance and to pay under the terms set forth in this Tariff all costs, fees and expenses reasonably incurred in connection with:

A. all Nonrecurring charges as specified in this Tariff or other Company tariffs, plus

B. any Discontinuance, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

C. all Recurring Charges specified in this Tariff or other Company tariffs for the balance of the then current term.

D. a percentage up to the entire committed total of all usage charges due to Company over the term.

3.23. TAXES

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal tax) and regulatory charges such as the End User Subscriber Line Charge are listed as separate line items and are not included in the quoted rates.

SECTION 3 – RULES AND REGULATIONS, Continued

3.24. DISPUTED BILLS

3.24.1. Billing disputes should be addressed to the Company's Customer Service organization via telephone to 800-860-9495. Customer Service representatives are available from twenty-four hours a day, seven (7) days a week.

Customer may also direct inquiries or complaints regarding Service or accounting in writing to the Company at:

PNG Telecommunications, Inc.
Attention: Customer Service
100 Commercial Drive
Fairfield, OH 45014

3.24.2. In case of a billing dispute between Customer and Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, Customer may enter the following arrangement:

A. First, Customer requests, and Company will comply with the request, an Investigation and review of the disputed amount. Customer must pay the undisputed portion of the bill by the Due by Date shown on the bill.

B. The Customer may pay the disputed portion of the bill by the Due by Date shown on the bill. However, Service will not be subject to Discontinuance if the disputed amount is not paid during the pendency of the investigation.

C. If there is still disagreement after the investigation and review by a manager of Company, Customer may appeal to ORS for its investigation and decision.

SECTION 3 – RULES AND REGULATIONS, Continued

3.24. DISPUTED BILLS, Continued

3.24.2., Continued

D. After the investigation and review are completed by Company as noted in Subsection A above, and the dispute is resolved indicating that the disputed amount is due and payable to the Company, the disputed amount becomes due and payable at once. In order to avoid Discontinuance of Service, the disputed amount must be paid within seven (7) calendar days after the date Company notifies Customer that the investigation and review are completed, the dispute has been resolved and that such payment must be made or Service will be Suspended or Discontinued. However, the Service will not be Suspended or Discontinued prior to the Due By Date shown on the bill. Failure to pay non-regulated or competitive Services charges will not result in Discontinuance of Basic Local Service.

E. The address and telephone number of the ORS for the filing of unresolved dispute is:

South Carolina Office of Regulatory Staff
Consumer Services Division
P.O. Box 11263
Columbia, SC 29211

Telephone Number: (803) 737-5230
Toll Free: 1-800-922-1531
Fax Number: (803) 737-4750

SECTION 3 – RULES AND REGULATIONS, Continued

3.25. NOTICES AND COMMUNICATIONS

3.25.1. 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.

3.25.2. 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 the Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.

3.25.3. All notices or other communications required to be given pursuant to the tariffs of the Company 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.

3.25.4. 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.