

-
1. all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
 2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
 3. all Recurring Charges for the applicable notice period.

2.8 Transfers and Assignments

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

2.9 Notices and Communications

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

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

2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit 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.

Section 3 – Service Descriptions

3.1 Local Exchange Service

The Company's local exchange services will be offered within the BellSouth service territory.

- 3.1.1 The Company's Local Telephone Service provides a Customer with the ability to:
- place or receive calls to any calling Station in the local calling area, as defined herein;
 - access basic 911 Emergency Service;
 - access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
 - place calls to 800/888/887 telephone numbers;

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- access Telecommunication Relay Service.

3.1.2 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

3.1.3 Optional Features: A Customer may order optional features, at the rates specified in this tariff.

3.1.4 Local Exchange Residential Service: Residence Service is that service furnished in private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use; in the study of a clergyman located in a church, in a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

3.1.5 Local Exchange Business Services: Business Services are offered for local calling using the facilities of the Company and/or those of other authorized Local Exchange Carriers. The Company's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

3.2 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number.

3.2.1. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.

3.2.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to

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identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

3.2.3 In order for listings to appear in an upcoming directory, the Customer must furnish *the listing to the Company in time to meet the directory publishing schedule.*

3.2.4 Directory listings are provided in connection with each Customer service as specified herein.

3.3 Emergency Services (Enhanced 911)

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

3.4 Directory Assistance

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator. A credit will be given for calls to Directory Assistance when:

- (1) the Customer experiences poor transmission or is cut-off during the call;
- (2) the Customer is given an incorrect telephone number; or
- (3) the Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company of the problem experienced.

3.5 Customer Service

Customer service is available by calling the Company toll free at 1-888-705-0373 (Voice/TTY), or by writing to the Company at 925 Wappoo Road, Suite C, Charleston, SC 29407/.

3.6 Marketing Practices

Any marketing efforts will clearly indicate to the potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. As a telephone utility under the regulation of the Public Service Commission of South Carolina, the carrier hereby asserts and affirms that as a reseller of intrastate telecommunications service, it will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it will comply with those marketing procedure, if any, set forth by the Public Service Commission. Additionally, it will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. It

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understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certificate to complete intrastate telecommunications traffic within the State of South Carolina.

Section 4 - Rates

4.1 Residential Local Exchange Service Rates

4.1.1 Line Cost, Connections and Features

4.1.1.A Flat Rate Service

MRC

Rate Group 1 (0-13,800 lines) \$10.95
 Rate Group 2 (13,801 - 25,100 lines) \$11.72
 Rate Group 3 (25,101 - 45,500 lines) \$12.32
 Rate Group 4 (45,501 - 200,800 lines) \$12.91
 Rate Group 5 (200,801 - 1,191,800 lines) \$15.80

4.1.1.B Optional Features

	NRC	MRC
Call Forwarding Variable	\$13.50	\$3.24
Three-way Calling 1	\$13.50	\$3.24
Call Waiting	\$13.50	\$3.29
Speed Dialing - 8 code	\$13.50	\$3.24
Speed Dialing - 30 code	\$13.50	\$3.69
Call Forward Busy Line	\$13.50	\$0.90
Call Forward Don't Answer	\$13.50	\$0.90
Customer Control - CF Busy Line	\$13.50	\$2.70
Customer Control - CF Don't Answer	\$13.50	\$2.70
Call Forwarding Busy Line Multipath 2	\$13.50	\$1.80
Call Forwarding Don't Answer Multipath 2	\$13.50	\$1.80
Call Forwarding Variable Multipath	\$13.50	\$2.70
Remote Access - Call Forwarding Variable	\$13.50	\$5.40
Call Waiting Deluxe 3	\$13.50	\$5.40
Call Forwarding Don't Answer - Ring Control	\$13.50	\$0.90
Three Way Calling With Transfer 4	\$13.50	\$4.46
Flexible Call Forwarding (FCF)	\$13.50	\$4.50
FCF with Audio Calling Name	\$13.50	\$6.30
FCF - Plus	\$13.50	\$6.30
FCF Plus with Audio Calling Name	\$13.50	\$8.10
Star 98 Access	\$13.50	\$0.90
Remote Call Forwarding (RCF)	\$13.05	\$16.65
RCF additional path following initial installation	\$10.80	\$16.65
Distinctive Ring I	\$13.50	\$3.56
Distinctive Ring II	\$13.50	\$5.36

4.1.1.C CLASS Features

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	NRC	MRC
Call Return	\$13.50	\$3.96
Repeat Dialing	\$13.50	\$3.78
BusyConnect, per activation		\$0.75
Call Selector	\$13.50	\$3.78
Preferred Call Forwarding	\$13.50	\$3.78
Call Block	\$13.50	\$3.78
Call Trace	\$13.50	\$3.78
Caller ID - Basic	\$13.50	\$6.30
Caller ID - Deluxe	\$13.50	\$6.75
Anonymous Call Rejection (ACR)	n/a	\$2.97

4.1.1.D Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access line installation charges apply.

MRC

Per Line \$30.15

Per Two-Line Plan package \$59.85

Per Three-Line Plan package \$87.75

4.1.1.E Line Connection Charges

NRC

First Line, per request \$37.80

Additional Line, each \$13.50

4.1.1.F Line Change Charge

NRC

First Line, per request \$31.50

Additional Line, each \$10.80

4.1.1.G Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request \$13.50

4.1.1.H. TouchTone

No charge.

4.1.1.I Premise Work Charge

NRC

First 15 minute or fraction thereof \$27.00

Each Additional 15 minute increment or fraction \$12.60

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4.1.1.J. Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	NRC	MRC
Selective Class of Call Screening per line	\$13.50	\$1.13

4.1.1.K Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	NRC	MRC
Non-listed	\$13.50	\$1.64
Non-Published	\$13.50	\$3.15
Additional Listings	\$13.50	\$1.08

4.2 Business Local Exchange Service Rates

Customers signing a 1 year term contract qualify for a 10% discount off of the rates stated in this section.

4.2.1 Line Costs, Connections and Features

4.2.1.A Flat Rate Service

MRC

Rate Group 1 (0-13,800 lines)	\$28.80
Rate Group 2 (13,801 - 25,100 lines)	\$29.61
Rate Group 3 (25,101 - 45,500 lines)	\$29.61
Rate Group 4 (45,501 - 200,800 lines)	\$29.61
Rate Group 5 (200,801 - 1,191,800 lines)	\$29.61

4.2.1.B Optional Features

	NRC	MRC
Call Forwarding Variable	\$18.00	\$3.96
Three-way Calling 5	\$18.00	\$3.96
Call Waiting	\$18.00	\$3.96
Speed Dialing - 8 code	\$18.00	\$3.96
Speed Dialing - 30 code	\$18.00	\$4.95
Call Forward Busy Line	\$18.00	\$3.47
Call Forward Don't Answer	\$18.00	\$3.47
Customer Control - CF Busy Line	\$18.00	\$6.66
Customer Control - CF Don't Answer	\$18.00	\$6.30
Call Forwarding Busy Line Multipath 6	\$18.00	\$3.20
Call Forwarding Don't Answer Multipath 2	\$18.00	\$3.20
Call Forwarding Variable Multipath	\$18.00	\$3.20
Remote Access - Call Forwarding Variable	\$18.00	\$8.42

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Call Waiting Deluxe	n/a	n/a
Call Forwarding Don't Answer - Ring Control	\$18.00	\$3.47
Three Way Calling With Transfer 7	\$18.00	\$5.40
Flexible Call Forwarding (FCF)	\$18.00	\$8.91
<i>FCF with Audio Calling Name</i>	\$18.00	\$9.90
FCF - Plus	n/a	n/a
FCF Plus with Audio Calling Name	n/a	n/a
Star 98 Access	\$18.00	\$1.80
Remote Call Forwarding (RCF)	\$13.05	\$16.65
RCF additional path following initial installation	\$10.80	\$16.65
Distinctive Ring I	\$18.00	\$7.20
Distinctive Ring II	\$18.00	\$9.00

4.2.1.C CLASS Features

	NRC	MRC
Call Return	\$18.00	\$4.68
Repeat Dialing	\$18.00	\$4.46
BusyConnect, per activation		\$0.75
Call Selector	\$18.00	\$4.46
Preferred Call Forwarding	\$18.00	\$4.46
Call Block	\$18.00	\$4.46
Call Trace	\$18.00	\$4.95
Caller ID - Basic	\$18.00	\$8.15
Caller ID - Deluxe	\$18.00	\$9.00
Anonymous Call Rejection (ACR)	n/a	\$3.96
Enhanced Caller ID with ACR	\$18.00	\$14.36
Enhanced Caller ID with Call Management	\$18.00	\$15.26

4.2.1.D Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access Line Installation charges apply.

(1) Option 1

MRC

Per Line \$72.90

Per Two-Line Plan package \$135.00

Per Three-Line Plan package \$195.30

(2) Option 2

MRC

Per Line \$50.40

Per Two-Line Plan package \$90.00

Per Three-Line Plan package \$127.80

4.2.1.K Line Connection Charges

NRC

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First Line, per request \$65.70
Additional Line, each \$19.80

4.2.1.E Line Change Charge

NRC

First Line, per request \$43.20
Additional Line, each \$12.60

4.2.1.F Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request \$18.00

4.2.1.G TouchTone

Applies when added subsequent to establishment of service.

NRC	MRC
\$18.00	\$2.70

4.2.1.H Premise Work Charge

NRC

First 15 minute or fraction thereof \$27.00
Each Additional 15 minute increment or fraction \$12.60

4.2.1.I Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	NRC	MRC
Selective Class of Call Screening per line	\$18.00	\$1.13

4.2.1.J Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	NRC	MRC
Non-listed	\$18.00	\$1.64
Non-Published	\$18.00	\$3.15
Additional Listings	\$18.00	\$1.62

4.3 Local Line Charges (per local line)

4.3.1 Local Number Portability

MRC

Per Line \$0.35
Per Trunk \$3.15

4.4 Local and Toll Operator Service Charges

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Per Call

Station-to-Station

- Customer Dialed Calling Card \$0.80
- *Operator Assisted \$2.25*

Person-to-Person \$4.90

Operator Dialed Surcharge \$0.80

Partially Automated Surcharge \$0.50

Busy Line Verification \$1.04

Busy Line Interrupt \$1.54

4.5 Local Director Assistance
Per Call

Within LCA for originating line
Direct Dialed \$0.33

Operator assistance surcharge \$0.30

Outside LCA and LATA/NPA for orig. line

Direct Dialed \$0.85

Operator assistance surcharge \$0.30

Section 5 – Special Service Arrangements

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

Section 6 – Billing Contents

6.1 Billing Contents

The Company's customer bills will contain the following information:

1. Name and address of Company
- Address for Correspondence
Address for Remittance

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2. Customer Service/Billing Inquiry toll-free telephone number
3. Name and address of Customer
4. Bill Date
5. Payment Due Date
6. All Account Numbers
7. Invoice Number
8. Summary of Charges
9. Detail of Charges

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TITLE SHEET

RESALE TELECOMMUNICATIONS SERVICES

This tariff applies to the Resale Interexchange Telecommunications Services furnished by USA Video Relay, Inc. within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 925 Wappoo Road, Suite C, Charleston, SC 29407.

This Company's toll-free telephone number is 1-888-705-0373 (Voice/TTY).

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Check Sheet

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original

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Symbols

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

- D - Delete or Discontinue
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation But No Change In Rate or Charge

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Tariff Format

A. **Sheet Numbering** - *Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.*

B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Page 14.

C. **Paragraph Numbering Sequence** - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a)

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

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Section 1 – Definitions and Abbreviations

1.1 Definitions:

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Busy Hour - The two consecutive half hours during which the greatest volume of traffic is handled.

Carrier – USA Video Relay, Inc., unless specifically stated otherwise.

Commission - The South Carolina Public Service Commission.

Company - USA Video Relay, Inc., also referred to as Carrier.

Completed Calls - Completed calls are answered calls on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer-Provided Equipment - Terminal equipment provided by a customer.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Holidays - Carrier's recognized holidays are, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Person - Any individual, firm, partnership, corporation, company, association or other legal entity.

Premises - The customers location for services.

Terminal Equipment - Devices, apparatus and their associated wiring, such as teleprinters, telephone handsets, data sets, or microprocessors.

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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Section 2 - Regulations**2.1 Undertaking of Carrier**

Carrier provides long distance message toll telephone service to customers for their transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis (30 days) and are available twenty-four (24) hours a day, seven (7) days a week.

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and subject to the provisions of this tariff.

2.2.2. Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3. Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the service description.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

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2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

A. Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and

B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence, of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. All customers are responsible for the following:

A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.

B. When placing an order for service, the customer must provide:

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1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.

2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

C. The customer must pay Carrier for the replacement or repair on Carrier's equipment when the damage results from:

1. The negligence or willful act of the customer or user.

2. Improper use of service.

3. Any use of equipment or service provided by others.

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for such time.

2.7.3 Deposits

A. Carrier may require a customer or prospective customer to pay a deposit if the following conditions exist:

1. The customer's past telecommunications utility payment record reflects delinquent payment practices. (i.e. customer had 2 consecutive 30-day arrearages or more than 2 non-consecutive 30-day arrearages within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)

2. A new customer cannot furnish either a letter of good credit or an acceptable cosigner or guarantor on the same system within South Carolina to guarantee payment.

3. An existing customer has no deposit and is presently delinquent in payment. (i.e. customer had 2 consecutive 30-day arrearages, or more than 2 nonconsecutive 30-day arrearages, within the past 24 months, or has been sent four or more late payment notices in the past 9 months.)

4. A customer has had service terminated by any telecommunications utility for non-payment or fraudulent use.

B. For new customers deposits will be an amount equal to two (2) months estimated total billing (including toll and taxes) and for existing customers

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deposits will be an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) month period.

C. Deposit amounts may be adjusted upward or downward to reflect the actual *billing experience and payment habits of the customer.*

D. Simple interest accruing annually shall be paid on deposits held by the Company at a rate prescribed by the Commission for the period during which the deposit was held. Payment of interest shall be made to the customer at least every two (2) years and at the time the deposit is returned. A deposit will 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. Deposits will be refunded with interest after two (2) years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive 30-day arrearages in the past 24 months, or has had service denied or interrupted for nonpayment of bills, or has been sent more than two late payment notices in the past 9 months, or has a returned check in the past 6 months.

2.7 Customer Responsibility

2.7.1 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.

B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or his authorized user;

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4. Interruptions of service because of the failure of service or equipment due to customer or authorized user-provided facilities.

2.7.2 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred on behalf of the customer by the Company.

2.7.3 Payment and Charges for Services

A. Service is provided and billed on a monthly basis.

B. Payment is due within 20 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid to the customers last known address.

C. Interest at the rate of 1.5% will be added to any unpaid balance brought forth from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be in lieu of any other penalties allowed by law.

D. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in arrears.

E. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due Carrier, past the due date.

2.7.4 Billing Disputes

If written or verbal notice of dispute as to charges is not received by the Company within the applicable statute of limitations such bill shall be deemed correct and binding. In the case of a billing dispute between the user and the Carrier for service furnished to the user, which cannot be settled with mutual satisfaction, the user can take the following course of action:

1.) First, the user may request, and the Carrier will provide, an in-depth review of the disputed amount. This can be done by dialing 1-888-705-0373 (Voice/TTY). (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.) Second, if there is still a disagreement about the disputed amount after the investigation and review by manager of the Carrier, the user may file an appropriate complaint with the Commission. The Commission's address is:

South Carolina Public Service Comm.
101 Executive Center Drive
P.O. Drawer 11649
Columbia, South Carolina 29210
Phone: (803) 896-5100 or
1-800-922-1531

2.7.5 Application of Charges

The charge for services are those in effect for the period that service is furnished.

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each interruption of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to $1/360^{\text{th}}$ of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues beyond two hours.

2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at $1/30^{\text{th}}$ of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.8.3 Disconnection of Service by Carrier

Carrier may refuse or discontinue service for any of the reasons listed below without incurring any liability. Unless otherwise stated, the customer will be allowed a reasonable time in which to comply with the rule before service is discontinued.

- A. Non-payment of regulated sums due to Carrier for service for more than thirty (30) days beyond the date of rendition of the bill for such regulated services.

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Service will not be discontinued without prior written notice to the customer in accordance with 26 S.C. Code Ann. Regs. 103-633 (Supp. 1999);

B. For a violation of any regulation governing the service under this tariff;

C. For a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;

D. Without notice, in the event of a condition determined hazardous by the Company;

E. Without notice in the event of customer use of equipment in such a manner as to adversely affect Carrier's provision of service to others;

F. For failure of customer to permit Carrier reasonable access to its equipment.

2.8.4 Fractional Charges Upon Discontinuance of Service

Credits for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That number is divided by thirty days and the resultant fraction multiplied by the monthly charge to arrive at the fractional monthly charge.

2.9 Termination of Service

2.9.1 Termination by Customer

When a customer desires to have service terminated, the customer must notify the Company orally or in writing. The Company will send the customer a final bill for service within a reasonable time after the receipt of such notice of termination.

2.9.2 Termination by the Company

Service may be terminated by the Company for non-payment of a bill, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice that settlement of the account must be made within five days or service will be disconnected. Service will be terminated only on Monday through Thursday between the hours of 8:00 a.m. and 4:00 p.m., unless provisions have been made by the Company to have someone available to accept payment and reconnect service.

Section 3 – Description of Service and Rates

3.1 Timing of Calls

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The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party "hangs up." There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion of the last day for which service was provided to the customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense. Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Minimum Call Completion Rate

The customer can expect a call completion rate of 97% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.6 Special Services

A Special Service is any service requested by the customer for which there is no prescribed rate in this tariff. Special Service charges will be developed on an individual case basis and submitted to the Commission for prior approval.

3.7 Services Offerings

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The company provides the following services:

3.7.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis. In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.7.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line. Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer. If a customer who has received a number does not subscribe to inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

3.7.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.7.4 Directory Assistance

Directory assistance is the provision of listed telephone numbers to requesting customers. The Company will provide directory assistance service to customers at a per call charge.

3.7.5 Operator Services

The Company will not provide operator services to end users. The Company's underlying carrier will provide and bill for all operator assisted services.

Section 4 – Rates and Charges

4.1 Usage Charges

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