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**GENERAL RULES AND REGULATIONS**

**4.2 ESTABLISHING SERVICE (Cont'd)**

**4.2.4 Refusal of Service (Cont'd)**

**A. Compliance by Applicant: (Cont'd)**

**1. (Cont'd)**

- b.** The applicant is indebted to any utility Company for the same kind of service as that applied for including the carriage charges, only, of interexchange carriers where the Company bills those charges pursuant to its Tariffs. However, in the event the indebtedness of the applicant for service is in dispute, the applicant shall be provided service upon complying with the deposit requirement described in this section of the Company's Tariff.
- c.** For refusal to make a deposit if the applicant is required to make a deposit under the requirements outlined in this Tariff.

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## GENERAL RULES AND REGULATIONS

### 4.2 ESTABLISHING SERVICE (Cont'd)

#### 4.2.4 Refusal of Service (Cont'd)

##### B. Applicant's Recourse

In the event the Company refuses to serve an applicant, the Company will inform the applicant of the reasons for its refusal and that the applicant may file a complaint with the Commission.

##### C. Insufficient Grounds for Refusal of Service

The following shall not constitute sufficient cause for refusal of service to a present customer or applicant:

1. Failure to pay for merchandise or charges for nonutility service purchased from the Company.
2. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six months prior to the date of application.
3. Violation of the Company's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the customer has first been notified and been afforded reasonable opportunity to comply with said rules.

## GENERAL RULES AND REGULATIONS

### 4.2 ESTABLISHING SERVICE (Cont'd)

#### 4.2.4 Refusal of Service (Cont'd)

##### C. Insufficient Grounds for Refusal of Service (Cont'd)

4. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a telephone bill. A customer may request a supervisory review if the Company determines that evasion has occurred and refuses to provide service.

#### 4.2.5 Transfer, Assignment, or Supersedure of Service

- A. Service previously furnished to one customer may not be assumed by a new customer without lapse in the rendition of service. The new customer must execute a new service agreement which is subject to the provisions of this Tariff.

## GENERAL RULES AND REGULATIONS

### 4.2 ESTABLISHING SERVICE (Cont'd)

#### 4.2.6 **Minimum Service Periods**

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty days.

#### 4.2.7 **Priority of Establishment of Service**

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities. Where facilities are limited, the following order of precedence shall apply:

- A. Application for service for a use directly connected with national defense or where war conditions are involved.
- B. Application for service for a use directly connected with cases of emergency involving public safety, health, or welfare.

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## GENERAL RULES AND REGULATIONS

### 4.2 **ESTABLISHING SERVICE** (Cont'd)

#### 4.2.7 **Priority of Establishment of Service** (Cont'd)

- C. Application for service needed because of serious illness or where unreasonable hardship would otherwise result.
- D. Application for new business service.
- E. All other applications for service.

#### 4.2.8 **Installation of Service**

- A. Applications for service will be processed in accordance with service objectives established by the Commission for installation of service.
- B. The Company shall provide to the customer a due date on which a requested installation or change shall be made. If a customer requests that the work be done on a regular working day later than that offered by the Company, then the customer's requested date shall be the commitment date. If a premises visit is required, the Company shall establish an appointment period with the customer for morning or afternoon, on the due date.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE

#### 4.3.1 **Provision and Ownership of Service and Facilities**

Service and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, to inspect, or to repair any part of the Company's facilities on the customer's premises, or to remove such facilities which are no longer necessary for the provision of service.

#### 4.3.2 **Emergency Procedures**

The Company may make reasonable provisions to meet emergencies resulting from failure of service and shall establish procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

#### 4.3.3 **Company Facilities at Hazardous or Inaccessible Locations**

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The customer will reimburse the Company for any unusual costs involved.
- B. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### 4.3.4 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a customer's premises and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or customers. The customer may elect to provide the protective equipment subject to Company specifications, or such protective equipment can be provided by the Company in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to customer's premises where there are high ground potentials, even though not required, may be provided by the customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission's Rules and Regulations and Section 11 of this Tariff.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### 4.3.5 Telephone Numbers

- A. Telephone numbers are the property of the Company and are assigned to the service furnished the customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each customer with directory assistance by the close of the following working day, except those numbers not listed at the customer's request.
- C. All nonassigned telephone numbers in central offices serving more than 500 access lines shall be intercepted unless otherwise approved by the Commission.
- D. Disconnected residence telephone numbers shall not be reassigned for 120 days. Disconnected business numbers shall not be reassigned, unless requested by the customer, for 180 days or the life of the directory, whichever is longer, unless no other numbers are available for providing service to new customers.
- E. When additions or changes in plant or changes to any other of the Company's operations necessitate changing telephone numbers to a group of customers, at least 45 days written notice shall be given to all affected customers even though the addition or changes may be coincident with a directory issue.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### 4.3.6 Classifications of Service

##### A. Basis for Classification

1. The determination as to whether customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a customer as business or residence service, in compliance with this Tariff.

##### B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

Business rates apply for:

1. Offices, stores, factories, resorts, construction offices, and all other places of a strictly commercial, professional or business nature.
2. Boarding houses, hotels (except as modified under Section 4.3.6.C.2), offices or hallways of apartment buildings, colleges, quarters occupied by clubs and fraternal societies. In public, private, or parochial schools, hospitals, nursing homes, libraries, and other institutions.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### 4.3.6 Classifications of Service (Cont'd)

##### B. Application of Business Rates (Cont'd)

3. Residence locations when the customer has no regular business service, and the continued, recurring use of the service over an extended period of time either by the customer, members of his/her household, or his/her guests, or parties calling him/her can be considered as more of a business than of a residential nature. An extended period of time would be one month or longer. This fact might be indicated by typical forms of advertising, or when such business use is not such as commonly arises and passes over residence telephones during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
4. Residence locations where the residence is physically connected to a place of business or an office is maintained within the premises, the customer has no regular business service, and it is not evident that the service located in the residence is to be employed primarily for domestic use.
5. Residence locations when an additional jack, station or extension bell is located in a shop, office or other place of business.
6. Any location where a business designation is provided or when any title indicating a trade or profession is listed, except as modified under Section 4.3.6.C.4 of this Tariff.
7. All other locations where the customer's primary use of the service is for business purposes.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### B. Application of Business Rates (Cont'd)

8. Service terminating solely on the answering service facilities of a telephone answering firm.

### 4.3.6 Classifications of Service (Cont'd)

#### C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

Residence rates apply for:

1. Private residences if either alphabetical or classified business directory listings are not requested or provided.
2. Private apartments in hotels, and rooming or boarding houses where service is confined to the domestic use of the customer and business directory listings are not employed.
3. In rooming or boarding houses which are not advertised or listed in the directory as a place of business or which have less than five rooms for rent, or which furnish meals to less than ten boarders.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### 4.3.6 Classifications of Service (Cont'd)

##### C. Application of Residence Rates (Cont'd)

4. The residence of a clergyman or nurse, physician, surgeon, dentist, veterinarian, or other medical practitioner, or certain other professional groups, provided no business designation is employed and the customer does not maintain an office within the residence in which a telephone or jack is located. Titles such as "Dr.," "Rev.," "Judge", and "Professor" are not considered business designations when associated with individual names. If listings of firms or partnerships, *etc.*, or additional listings of persons not residing in the same household are desired, business rates apply.
  5. In fire department meeting rooms, dormitories or sleeping quarters where the telephone number is not published and the service is not available for use by the general public.
  6. In churches where the telephone is not available for public use, as in a clergyman's study.
- D. Changes in classification from business service to residence service will not require a change in telephone number provided directory advertising does not apply.
- E. Changes in classification from residence to business service may be made without change in telephone number if the customer so desires.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### 4.3.7 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.
- C. The customer may be billed the applicable Minimum Service Charge for each service call to the customer's premises where off-hook condition is found.

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## GENERAL RULES AND REGULATIONS

### 4.3 FURNISHING OF SERVICE (Cont'd)

#### 4.3.8 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

### 4.4 USE OF SERVICE AND FACILITIES

#### 4.4.1 Use of Service

- A. Customer telephone service is furnished for the use of the customer, customer's family, employees or business associates, persons residing in the customer's household, patients of hospitals, and patrons of hotels/motels. The Company may refuse to install or may terminate a customer's service if it is located on premises of a public or semi-public nature or in a business establishment, where the public in general or patrons of the customer may make use of the service.

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**GENERAL RULES AND REGULATIONS**

**4.4 USE OF SERVICE AND FACILITIES (Cont'd)**

**4.4.1 Use of Service (Cont'd)**

- B. Services provided by the Company may not be resold by the customer or used in any manner for which the customer receives compensation from the user except as provided herein:
  - 1. Access services provided pursuant to interstate or intrastate access services Tariffs the Company issues or concurs in.
  - 2. Services provided to hotels, motels, hospitals, and cellular and paging customers when such services are resold to guests, patients, or customers.
- C. The customer is responsible for payment of all charges of the Company for all services ordered by the customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the customer's usage or that of any authorized users and regardless of whether such authorized users have paid the customer for their share of the Company's charges.

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## GENERAL RULES AND REGULATIONS

### 4.4 USE OF SERVICE AND FACILITIES (Cont'd)

#### 4.4.1 Use of Service (Cont'd)

- D. Given the customer's exclusive control of his communications over the Company's provided facilities, and of the other uses for which the Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

#### 4.4.2 Establishment of Identity

The calling party shall establish his/her identity in the course of any communication as often as may be necessary, and shall be solely responsible for establishing the identity of the person with whom connection is made at the called location.

#### 4.4.3 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

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## GENERAL RULES AND REGULATIONS

### 4.4 USE OF SERVICE AND FACILITIES (Cont'd)

#### 4.4.4 **Limit On Communication**

The Company reserves the right to limit the length of communications when necessary due to a shortage of facilities caused by emergency conditions.

#### 4.4.5 **Transmitting Messages**

The Company offers the use of its facilities when available for communication between end users. However, the Company will not transmit messages and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

#### 4.4.6 **Unlawful, Abusive, or Fraudulent Use of Service**

A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.

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**GENERAL RULES AND REGULATIONS**

**4.4 USE OF SERVICE AND FACILITIES (Cont'd)**

**4.4.6 Unlawful, Abusive, or Fraudulent Use of Service (Cont'd)**

- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.

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**GENERAL RULES AND REGULATIONS**

**4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE**

**4.5.1 Discontinuance of Service**

**A. Non-payment Service Interruption**

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. No Basic Residential Service shall be disconnected for Local Service Charge until at least 29 days from the date of the bill.
2. No Residential Service can be disconnected for Local Service Charges unless the utility has given the affected customer a written notice of the proposed disconnection at least five (5) days before the proposed date of disconnection. The notice must include:
  - a. The final payment date of the amount due;
  - b. The reason for the disconnection, including the unpaid balance due;
  - c. A telephone number which the customer may call for information about the proposed disconnection; and
  - d. The procedure for medical emergencies, as hereinafter described.
3. If contact with the customer was not previously made and notice of the disconnection was by mail or by leaving it at the premises, the utility must make a good faith effort to contact the customer at least two (2) days before the proposed disconnection.

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**GENERAL RULES AND REGULATIONS**

**4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)**

**4.5.1 Discontinuance of Service (Cont'd)**

**A. Non-payment Service Interruption (Cont'd)**

4. Service shall not be disconnected for nonpayment of local service charged to a residential customer who has a serious illness which would be aggravated by said discontinuation, provided that the customer notifies the utility of this condition in writing, or orally and within ten (10) days of giving such initial notice furnishes to the utility a written statement from a physician, county board of health, hospital, or clinic identifying the illness and its expected duration, and certifying that the illness would be aggravated by such discontinuance. In such event, the proposed disconnection shall be held in abeyance for the shorter of either the length of the illness or one month from the date of such initial notice, and the customer may renew the postponement period one additional time by repeating the aforementioned procedure. If there is a dispute regarding the existence of a serious illness, the case may be referred to the Commission for final determination.
  - a. The Company may impose toll restriction to a residential customer who has an illness, as specified above, until payment of all charges has been made.
5. In the case of a disputed bill for Residential Basic Local Exchange Service, the customer shall have the right, after all remedial measures with the utility have failed, to request in writing, or orally to be followed by a request in writing, that the Commission investigate the dispute before Residential Service may be disconnected. Such request must be made within ten (10) days after the date of the disputed bill.

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## GENERAL RULES AND REGULATIONS

### 4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

#### 4.5.1 Discontinuance of Service (Cont'd)

##### A. Non-payment Service Interruption (Cont'd)

6. No consumer may be disconnected for unpaid Residential Local Service if the consumer notifies the Company between the date of receiving a notification of the proposed disconnection of service and the date set for disconnection and agrees to pay the unpaid balance for service previously provided in equal installments over the three consecutive billing months immediately following said notice. Further, the consumer agrees to pay future bills and the installments by the date due. However, if a consumer has received a notice of intent to disconnect, at any time prior to the time when the consumer is once again current in his billings for service previously provided, if the consumer makes toll calls exceeding \$10.00 in any thirty (30) day period, the telephone company shall have the right to immediately and without further notice, disconnect telephone service to that consumer. Similarly, if the consumer fails to make any agreed upon payment as set forth immediately above, the Company may disconnect service without further notice.
7. If a customer's check is returned for insufficient funds or dishonored by the bank, this constitutes an automatic waiver of the written notice requirements.

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## GENERAL RULES AND REGULATIONS

### 4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

#### 4.5.1 Discontinuance of Service (Cont'd)

##### B. Disconnection With Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement including only the carriage charges of an interexchange carrier when the Company bills for those carriers.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or guarantee arrangements where required.

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**GENERAL RULES AND REGULATIONS**

**4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)**

**4.5.1 Discontinuance of Service (Cont'd)**

C. Telephone service may be disconnected without notice under either of the following conditions:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

D. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

1. Delinquency in payment for service by a previous occupant of the premises.

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**GENERAL RULES AND REGULATIONS**

**4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)**

**4.5.1 Discontinuance of Service (Cont'd)**

**D. Insufficient Grounds for Disconnection (Cont'd)**

2. Failure to pay for merchandise or charges for non-utility service purchased from the Company.
3. Failure to pay for a different type or class of telephone service unless charges for such service are included on the same bill.
4. Failure to pay the account of another customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to services.
5. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than six (6) months prior to the current billing.
6. Failure to pay charges for calls to pay-per-call information services, as described in Section 8 of this Tariff.

**E. Disconnection on Holidays or Weekends**

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

## GENERAL RULES AND REGULATIONS

### 4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

#### 4.5.1 Discontinuance of Service (Cont'd)

##### F. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

##### G. Cancellation of Service for Cause

Pursuant to the requirements of Official Code of Georgia Annotated (OCGA) Section 46-5-25, the telephone service of any subscriber terminating at the location of a facsimile machine which is used or operated in violation of the provisions set forth following shall be subject to disconnection if the violation does not cease within 10 days from the date of delivery shown on the return receipt of the certified letter mailed by the Company to the subscriber notifying the subscriber of the violation. A copy of this letter shall also be sent to the Georgia Public Service Commission.

1. It shall be a violation for any subscriber to initiate the transmission of, employ or direct another person to initiate the transmission of, or contact for the initiation of the transmission of an unsolicited facsimile message for the commercial purpose of advertising or offering the sale, lease, rental, or gift of any goods, services, or real personal property.
2. Paragraph 1. preceding shall not apply where the recipient has consented to the receipt of one or more telefacsimile messages or where there exists a prior contractual or business relationship between the recipient and the initiator or the initiator's principal.

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