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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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Hargray of Tallahassee LLC

Local Exchange Services Price List

This Price List contains the terms and conditions applicable to telecommunication services in the State of Florida by Hargray of Tallahassee LLC (“Company”). The Company provides telecommunications services on resale and facilities-based bases. Copies of this Price List may be inspected during normal hours at the Company’s principal place of located at:

Hargray of Tallahassee LLC

870 William Hilton Parkway,  
Building C  
Hilton Head Island, South Carolina 29928

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 LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES
 

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## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, 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.

| Page No. | Issue      | Page No. | Issue      | Page No. | Issue |
|----------|------------|----------|------------|----------|-------|
| Title    | Original * | 34       | Original * |          |       |
| 1        | Original * | 35       | Original * |          |       |
| 2        | Original * | 36       | Original * |          |       |
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| 32       | Original * |          |            |          |       |
| 33       | Original * |          |            |          |       |

\* - indicates those pages included with this filing

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 Issue Date: January 19, 2022

Effective: January 19, 2022

Trey Judy, Director-Regulatory  
870 William Hilton Parkway, Building C  
Hilton Head Island, South Carolina 29928

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**PRICE LIST FORMAT**

**PAGE NUMBERING** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Price List. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new page added between pages 1 and 2 would be page 1.1.

**PAGE REVISION NUMBERS** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc., that the Commission follows in their Price List approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet currently in effect.

**CHECK SHEETS** - When a Price List filing is made with the Commission, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, 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 revised revision levels are indicated on some sheets). The Price List user should refer to the latest check sheet to find if a particular sheet is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

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

- |     |  |
|-----|--|
| (C) | Changed rule or regulation                         |
| (D) | Discontinued rate or regulation                    |
| (I) | Increased rate                                     |
| (M) | Moved text or section without change               |
| (N) | New rate or regulation                             |
| (R) | Reduced rate                                       |
| (T) | Change in text but no change in rate or regulation |

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APPLICATION OF PRICE LIST

This Price List contains the regulations, terms, conditions, services offerings, rates and charges applicable to Hargray of Tallahassee LLC (“Company”) furnishing of local exchange and intrastate intraLATA toll telephone service to customers in the State of Florida. The rates and rules contained herein are subject to change pursuant to the statutes, rules and regulations of the State of Florida.

This Price List is on file with the Florida Public Service Commission at 2540 Shumard Oak Boulevard, Gerald Gunter Building, Tallahassee, Florida 32399. In addition, this Price List is available for review at the Company’s corporate headquarters located at 870 William Hilton Parkway, Building C, Hilton Head Island, South Carolina 29928.

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

The following terms, whether or not capitalized in this Price List, shall have the meanings set forth below:

Business – When used in relation to service, means service provided in offices, stores, factories and all other places for business use.

Call Forwarding – Automatically routes incoming calls to a designated answering point selected by the subscriber, regardless of whether the user’s station is idle or busy. The subscriber may change the designated answering point using the telephone key pad.

Call Waiting – Provides the user with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Caller ID – Name – Identifies the name associated with the calling number before the phone is answered. This feature requires Caller ID – Number.

Calling Number and Name Delivery Blocking, per call – Blocks deliver of name and number information to Caller ID.

Caller ID Blocking – Blocks the delivery of the number and name to the called party on a per call basis. Can either be “selective” or “complete.”

Company, the – Hargray of Tallahassee LLC, unless the context indicates otherwise.

Commission – The Florida Public Service Commission, unless the context indicates otherwise.

CPE – Customer Provided Equipment.

Customer – The Person which orders or uses the service and is responsible for the payment of rates and charges and compliance with Price List regulations.

Customer Account – A customer’s record relating to the service or equipment billed to a single telephone number. Service may be all on one premises or extended to other premises as long as it is part of the main telephone system and billed to the main telephone number.

Customer Premises – One Customer Premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings on the same property.

Customer Provided Equipment (CPE) – Equipment provided by the Customer.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

Demarcation Point – That point of interconnection between the Company’s facilities and the wiring at the Customer Premises. The Demarcation Point shall consist of wire or a jack conforming to Subpart F of Part 68 of the Federal Communications Commission’s rules and regulations (a network interface).

The network interface may be located at a point other than the normal demarcation point where the network interface is already established by the presence of network equipment on the effective date of this Price List. For multi-unit structures (e.g., apartments, college campuses, shopping centers), the structure owner shall make the final decision on whether the structure shall be treated as a multi-unit structure with one Demarcation Point per unit or, as a single unit with one Demarcation Point for the entire structure. The structure owner shall have the option of having the Demarcation Point placed at a location other than that determined by the Company, provided the structure owner pays any additional construction costs and such location is consistent with the minimum point of entry standard.

With regard to premises for any structure that is built to be mobile (e.g., mobile homes, recreational vehicles), the Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks and similar premises may be treated by the Company as a single unit premises, with the Demarcation Point being placed on the shore.

Directory Assistance – Service whereby Customers may request assistance in determining telephone numbers when the listed name is provided.



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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Directory Listing

Directory Listing – The publication in the incumbent local exchange carriers White Pages directory of information relative to the customers’ telephone numbers (“the Directory”), by which telephone users are enabled to ascertain the telephone number of a desired telephone.

Additional Listings – A separate and alphabetically distinct listing for the names of anyone else living at the end user’s home or, for example, partners in a business.

Additional Main Listings- A no charge listing associated with a ring master number. Additional main listings are not entitled to a free yellow page listing.

Alternate Listings – A listing of an alternate telephone number to be called in case no answer is received at the primary call number.

Caption Listings- A caption is a listing set arrangement composed of a caption header and indented listings. A caption benefits the use by simplifying the appearance of the listing.

Example:

Atlanta Braves Baseball Club-  
General Office..... 404-777-1000  
Braves Clubhouse Store. 404-777-1020

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)

Directory Listing (Cont'd.)

Non-listed Service – A listing, in the alphabetical section of the Company's directory, maintained on directory assistance records that will be furnished upon the request of the calling party.

Non-published Exchange Service – A listing, not listed in either the alphabetical section of the Company's directory or directory assistance records and will not be furnished upon request of the calling party.

Primary Listing – One listing in the Directory, at no charge, when applying for telephone service.

Titles and Suffixes

A title of address that precedes a name, such as Mrs., Rev., Capt., may be included in a residence, business or personal name listing. A professional designation or an educational, such as MD, CPA, CREA, or JP are suffixes that may be included in a residence or business personal name listing as a suffix. A maximum of 3 titles and /or suffix are allowed per each residence or business personal name listing.

There are four types of titles:

Title of Lineal Descent (JR, II, etc)

Titles of Address (Rev, Dr, etc)

Military Titles (Adm, Lt Col, etc)

Degrees/Professional Affiliation (PhD, RN, etc)

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS (CONT'D.)**

Disconnection – The temporary cessation of telecommunications service.

Exchange – A telephone system which provides for service within a specified area known as the “Exchange Area.”

Exchange Access Line – A central office line which provides access to the exchange telephone network for local and long distance telephone service and includes the service, central office equipment and all outside plant facilities furnished by the Company.

Exchange Service – The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Price List.

Individual (1-Party) Line Service – A grade of Exchange Service which provides for a maximum of one main station on a line.

LATA – Local Access and Transport Area (LATA) denotes a geographic area established for the administration of telecommunications service. It encompasses designated local operating Company exchanges which are grouped to serve common social, economic and miscellaneous purposes.

Local Messages – A local message is a telephone conversation of any prescribed length between two telephone stations. It is the measurement upon which the charges for telephone communications are based when the calling station and the station to which communications is established are both within the same local service area.

Local Service Area – That area within which a Customer can make telephone calls at exchange rates.

Station – Telephone equipment from or to which calls are placed.

Three-Way Calling – Allows a station in the talking state to add a third party to the call. This feature may be used on both incoming and outgoing calls.

Toll Restriction – Allows the customer to establish, on a per line basis, call restrictions by the calling party.

Trunk – A commercial channel between two switching (i.e., Central Office, PBX) systems.

Termination – The permanent cessation of telecommunications service.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish telecommunications service pursuant to the terms of this Price List in connection with one-way and/or two-way information transmission between points within a calling scope in portions of the State of Florida, as specified herein.
- 2.1.2 The furnishing of service under this Price List is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- 2.1.3 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.
- 2.1.4 The Company may undertake service-affecting activities that may occur in normal operation of the Company's business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive 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. With some emergency or unplanned service-affecting conditions, such as an outage resulting from wiring or equipment damage, notification to the Customer may not be possible.
- 2.1.5 Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Price List. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- 2.1.6 Applications for initial or additional service made verbally or in writing become a contract upon the establishment of the service or facility.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.2 Limitations of Service

- 2.2.1 The Company offers service to all Persons who desire to purchase service from the Company consistent with all provisions of this Price List. Persons interested in the Company's services shall submit information to the Company which fully satisfies the Company and identifies the services requested.
- 2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, necessary arrangements with other carriers and billing capabilities, and is subject to the provisions of this Price List. The Company reserves the right not to provide service to or from a location where legally prohibited.
- 2.2.3 The Company reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Price List, the rules and regulations of the Commission, or the law.
- 2.2.4 Title to all facilities provided by the Company under this Price List remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Price List shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Due to technical and other limitations, the Company may not be able to offer all services in all areas.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.3 Use of Service

2.3.1 Permitted Uses

Service may not be used for any unlawful purposes, or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier.

2.3.2 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Price List.

2.3.3 Fixed Service Period

If Customer and the Company have agreed to a specified term of service under any service order, then following expiration of the initial term of service, or any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon 30 days' written notice.

2.3.4 Termination

Any termination shall not relieve Customer of its obligation to pay any charges incurred under this Price List or in any service order prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Liability**

- 2.4.1 The liability of the Company for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Price List or any service order shall not exceed the amount of the credit allowance described in Section 2.6.3 herein. The extension of credit allowances as described in Section 2.6.3 shall be the sole remedy of Customer and sole liability of the Company for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this Price List or any service order. In no event will the Company be liable for any direct, indirect, consequential, incidental, exemplary, punitive, or special damages, or for any lost business, goodwill, income or profits, even if advised of the possibility of the same.
- 2.4.2 The Company shall not be liable for any claim or loss, expense, or damage for any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Price List or any service order, if caused by or resulting from: any person or entity other than the Company; any malfunction of any service or facility provided by any Person other than the Company; labor difficulties; fire, flood, earthquake, or any other act of God; explosion; war; riot or civil disturbance; any law, order, regulation, direction, action or request of any federal, state or local government or any department, agency, commission, bureau, or other instrumentality of federal, state or local government; or by any other cause beyond the Company's control.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Liability (Cont'd.)**

- 2.4.3 The Company shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. Defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by the Company under this Price List;
  - B. Connecting, combining, or adapting the Company's facilities with Customer's apparatus or systems;
  - C. Any loss, destruction or damage to property of the Company, the Customer, or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives, family members or invitees;
  - D. Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of the Company or any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a manner not contemplated by this Price List or any agreement between the Customer and the Company; or
  - E. Any personal injury or death of any person or for any loss of or damage to Customer Premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by gross negligence of the Company.



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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Liability (Cont'd.)**

2.4.4 Emergency 911 Service (E911) is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of Emergency 911 Service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing Emergency 911 Service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agencies of any one of them.

When a Customer with a non-published telephone number places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority. By subscribing to service under this Price List, Customer acknowledges and agrees with the release of information as described above.

At the time the Company provides basic local service to a customer by means of the Company's own cable pair, or over any other exclusively owned facility, the Company will be obligated to make the necessary equipment or facility additions in the 911 service provider's equipment in order to properly update the database for 911. At that time, the Company will be obligated to provide facilities to route calls from the end users to the proper PSAP.

The Company recognizes the authority of the E911 customer to establish service specifications and grant final approval or denial of service configurations offered by the Company.

The Company will collect 911 surcharges and remit all surcharge revenue to the appropriate governmental agency.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.4 Liability (Cont'd.)**

2.4.5 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.6 THE COMPANY MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS PRICE LIST, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.5 Interruption of Service**

Customer will be entitled to a credit allowance for an interruption of service, which is not caused by or does not result from the negligence or act of Customer or to the failure of channels, equipment, power supplies, and/or communications systems provided by Customer or Persons other than the Company. A credit allowance is subject to the provisions of this section and the other sections of this Price List, including, but not limited to, the general liability provisions set forth in Section 2.4 herein and the terms of Section 2.6 herein. Customer is obligated to notify the Company immediately of any interruption in service for which the Customer desires a credit allowance. Before giving such notice, Customer shall ascertain that the interruption is not being caused by any action or omission of Customer within his or her control or is not in wiring on Customer's side of the Demarcation Point or equipment, power supplies, or communications systems, if any, furnished by Customer or Persons other than the Company.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer

2.6.1 All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communications systems provided by others are connected to the Company's facilities, Customer assumes additional responsibilities.

Customers are responsible for:

- A. Placing orders for service; paying all appropriate charges for service rendered by the Company; complying with the Company's regulations governing the service; obtaining and securing its equipment; liability for toll fraud; and assuring that its users comply with regulations.
- B. Providing:
  - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
  - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. Paying the Company for the replacement or repair of the Company's equipment when the damage results from:
  - 1. the negligence or willful act of Customer or user;
  - 2. improper use of service; or
  - 3. any use of equipment or service provided by others.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.6 Responsibility of the Customer (Cont'd.)****2.6.1 (Cont'd.)**

- D. Providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate the Company's facilities and equipment installed on the Customer Premises, and the level of heating and air conditioning necessary to maintain a proper operating environment on such premises.
- E. Obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of and associated equipment used to provide services to the Customer from the cable building entrance or property line to the location of the equipment space described above. Any costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by, the Company to the Customer.
- F. Providing the Company's authorized employees, contractors, or agents access to the Customer's premises at all reasonable hours for any purpose reasonably pertinent to furnishing of telephone service.
- G. 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 Premises or the rights-of-way for which the Customer is responsible under this section; and granting or obtaining permission for the Company's employees, contractors, or agents to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or, upon termination service as stated herein, removing the facilities or equipment of the Company, and not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- H. A Customer who subscribes to the Company's Exchange Service and resells these services to others shall be responsible for complying with all laws and regulations of the State of Florida, which relate in any way to its provision of local telephone service, including, but not limited to, laws and regulations regarding consumer protection, billing and collection practices, Price Listing obligations, and payment of applicable taxes. The Company has no obligation to provide notice to, or otherwise communicate with, Customers regarding local telephone service provided by another carrier.
- I. 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, contractors, or agents shall be installing or maintaining the Company's facilities and equipment.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by the Company.
- B. Credit allowances for failure of service or equipment starts when Customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify the Company of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment, any act or omission of the Customer, or in wiring or equipment located on the Customer's side of the Demarcation Point.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
  - 1. interruptions of service resulting from the Company performing routine maintenance;
  - 2. interruptions of service for implementation of a Customer order for a change in the service;
  - 3. interruptions caused by the negligence or willful act of omission of Customer or its authorized user; or
  - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.3 Credit Allowances (Cont'd.)

E. Credit Allowance – Directory

For errors or omissions in listings in alphabetical telephone directories and information records furnished without additional charge, the Company shall have no liability.

Subject to the provision of Section 2.4 of this Price List, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), or in information records, an amount within the following limits:

1. For listings in alphabetical telephone directories furnished at additional charge, as set forth herein, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
2. For listings in the information records furnished at additional charge, as set forth herein, an amount not in excess of the charge for the listing during the period of omission or error.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or other fixed term service contract.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, or before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and the Company, a charge will be made to Customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by the Company and not fully reimbursed by installation and monthly charges. If based on the order, any construction has either begun or been completed, but no service provided, the non-recoverable cost of such construction shall be borne by Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and non-recurring basis. Service is billed on a monthly basis on or about the same day each month. Service continues to be provided until canceled by Customer or by the Company in accordance with provisions of this Price List.
- B. Payment will be due pursuant to applicable Commission rules. The Company includes its name and its toll-free telephone number on all invoices.
- C. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s), e.g., collect, toll free; billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance. The Customer is responsible for all wiring and equipment on the customer side of the demarcation point. Customer assumes all liability for toll fraud. Hargray offers blocking options to assist customers with mitigating the potential occurrence of fraud.
- D. Service may be denied pursuant to the Commission's rules regarding disconnection of service for nonpayment. Restoration of service will be subject to all applicable installation charges.
- E. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.5 Payment and Charges for Service (Cont'd.)

- F. Billing information provided to each customer on a monthly basis shall include but not be limited to:
1. The number of access lines for which charges are stated.
  2. Each applicable telephone number and/or account number.
  3. The beginning or ending dates of the billing period.
  4. The date the bill becomes delinquent if not paid on time.
  5. The unpaid balance (if any).
  6. The amount for basic service and an itemization of the amount due for toll service, if applicable.
  7. An itemization of the amount due for taxes, franchise fees, 911 surcharges, universal service fund charge, local number portability charge, end user common line charges, primary interexchange carrier charges.
  8. The total amount due.
  9. If applicable, the amount of a deposit and interest accrued on a deposit, which has been credited to the charges stated.
  10. A telephone number where inquiries may be made.
  11. Optional services may be billed as a total of all optional services for which a flat monthly charge is made.
  12. Credit for service outages will also be reflected.
- G. If notice of a dispute as to charges is not received in writing, in person or via telephone message by the Company within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated. Any disputed charges that cannot be resolved between Customer and the Company may be forwarded to the Commission's Consumer Services Division.



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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Establishment of Credit and Deposits

A. Establishment of Credit

The Company may require a permanent residential applicant for service to satisfactorily establish credit, but such establishment of credit will not relieve the customer from prompt payment of bills.

B. A residential applicant will not be required to pay a deposit subject to the following rules:

1. If the residential applicant has been a customer of any Company for the same kind of service within the last two (2) years and is not delinquent in payment of any such telephone service account, and during the last twelve (12) consecutive months of service, did not have more than one occasion in which a bill for such telephone service was paid after becoming delinquent, and never had service disconnected for non-payment.
2. If the residential applicant has had no previous telephone service or has had previous telephone service of less than 12 months, the applicant's credit record will be accessed and evaluated by means of a mechanized retrieval system between the Company and nationally recognized credit bureaus. No security deposit will be required of those applicants who meet the Company's criteria, as evaluated by the scoring model. The criteria used in assessing a score is as follows: collection judgments, written-off accounts, outstanding collection accounts, various degrees of delinquency history from 30-180 days and not paid in full or current at the time of scoring, bankruptcies, liens, other public records.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Advance Payments and Deposits (Cont'd.)

C. Deposits

The Company reserves the right to examine the credit record of all service applicants as stated above and require a security deposit, not to exceed one month's estimated recurring charges, when determined to be necessary to assure future payment. The security deposit will be computed by the Company in accordance with Commission rules and regulations.

Cash Deposits will accrue interest at a rate that shall be equal to the current interest rate established by the Director of the Public Utility Division for consumer deposits. If the deposit is refunded within six (6) months of receipt of deposit, no interest payment will be paid. If the Company retains the deposit more than six (6) months, payment of interest shall be made retroactive to the date of deposit.

Payment of the interest to the customer shall be annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The deposit shall cease to draw interest after the discontinuance of service.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Advance Payments and Deposits (Cont'd.)

B. Deposits (Cont'd.)

If Customer pays all undisputed charges for 12 consecutive billing cycles, the deposit shall be promptly refunded along with accrued interest or credited to future charges on subsequent bills.

1. Business Customers Requirements

If the credit of an applicant for business Service has not been established satisfactorily to the Company, the applicant may be required to make a deposit.

2. Existing Customers Requirements

A present customer may be required to post a new or additional deposit as a condition of continued service if undisputed charges have become delinquent in two out of the last 12 billing periods or if the customer has had service disconnected during the last 12 months, has presented a dishonored check or has had significant changes in toll or recurring charges.

3. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Company, or execute a deferred payment agreement if offered, and re-establish credit before service is rendered by the Company.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.6 Advance Payments and Deposits (Cont'd.)

B. Deposits (Cont'd.)

3. Refund of Deposits

If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection for application of deposits, and no additional deposit may be required unless otherwise permitted.

When the customer has paid bills for 12 consecutive months without having service disconnected for nonpayment and without having more than two occasions in which a bill was delinquent, and has not presented a dishonored check, and when the customer is not delinquent in the payment of the current bills, the Company shall promptly and automatically refund the deposit plus accrued interest in the form of a credit to the customer's bill. If the customer does not meet these refund criteria, the deposit and interest may be retained.

The deposit and interest may be retained pending the resolution of a dispute with respect to charges secured by the deposit.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.6 Responsibility of the Customer (Cont'd.)

2.6.7 Returned Check Charge

The Company will bill Customer a one-time charge of \$30.00 if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution

2.6.8 Late Payment Charge

The Company may apply a late payment charge if any portion of the Customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the "Due Before Date" in funds, which are not immediately available upon presentment. The late payment charge shall be applied to the portion of the payment not received by the date due on all unpaid business bills a \$10.00 charge or 1.5% of the unpaid balance will be applied, whichever is higher. A Finance Charge of 1.5% shall apply to the outstanding balance of charges, as at the end of the "Due Before Date", with effect from the second month after the charges are first applied, and every month thereafter.

Collection procedures are unaffected by the application of the late payment or finance charge. The late payment charge does not apply to final amounts.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Responsibility of the Company****2.7.1 Provision of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make services available 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 Price List and applicable rules of the Commission.
- B. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby materially reduce the technical parameters of the service provided to the Customer.
- D. Subject to the arrangement of the Company and to all of the regulations contained in this Price List, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the customer. Special construction is that construction undertaken and characterized by one or more of the following:
  - 1. Facilities requested are not presently available, and there is no other requirement for the facilities so constructed.
  - 2. Facilities requested are of a type other than that which the Company would normally utilize in the furnishing of its services.
  - 3. Facilities requested are over a route other than that which the Company would normally utilize in the furnishing of its services.
  - 4. Facilities requested are in a quantity greater than that which the Company would normally construct.
  - 5. Facilities are requested on an expedited basis.
  - 6. Facilities are requested on a temporary basis until permanent facilities are available.
  - 7. Facilities are requested in advance of normal construction.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Responsibility of the Company (Cont'd.)

2.7.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, 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 twenty- four hours.
- B. Customer will be credited at the proportionate monthly charge involved for each twenty-four hours or fraction thereof of interruption.

2.7.3 Cancellation of Credit

Where the Company cancels a service 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<sup>th</sup> of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7    Responsibility of the Company (Cont'd.)

2.7.4    Disconnection of Service by the Company

- A. The Company may discontinue service or cancel an application for service, pursuant to applicable Commission rules, without incurring any liability for any of the following reasons:
1. Nonpayment of a bill for regulated telecommunications services within the period;
  2. Failure to make a security deposit;
  3. Violation of or non-compliance with any provision of law, or of the Price Lists or terms and conditions of service of the telecommunications service provider filed with and approved by the Commission;
  4. Refusal to permit the telecommunications service provider reasonable access to its telecommunications facilities for recovery, maintenance, and inspection thereof;
  5. Interconnection of a device, line, or channel to telecommunications service provider facilities or equipment contrary to the telecommunications service provider's terms and conditions of service on file with and approved by the Commission.
  6. Use of telephone service in such manner as to interfere with reasonable service to other end-users.



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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Responsibility of the Company (Cont'd.)

2.7.4 Disconnection of Service by the Company (Cont'd.)

B. Insufficient reasons for denial or disconnection of service:

1. Nonpayment for telephone service by a previous occupant at the premises for which service is sought, or by reason of nonpayment of any amount back-billed due to misapplication of rates provided the applicant enters into a deferred payment plan. The Company shall not disconnect or suspend service without mailing or delivering a bill to the customer for the amount due.
2. Service will not be withheld from a customer whose name was fraudulently used to obtain service at another location without the end user's permission or knowledge.
3. The Company shall not deny service to a customer for nonpayment of an amount past due for more than three (3) years, if the company cannot substantiate the charges with a copy of the customer's bill.
4. Service shall not be discontinued to a current customer in good standing who accepts an additional household member owing a previous bill to the Company, unless that additional household member is listed on the lease arrangements or another utility service as a responsible party, or unless the household member shared service with the customer at a different or same location.
5. The Company shall not provide billing and collection for any provider of intrastate telecommunications services who does not have proper authority to operate in the State of Florida.
6. Local exchange service shall not be denied or terminated for nonpayment of non-regulated services or disputed charges.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 2 - RULES AND REGULATIONS (CONT'D.)

2.7 Responsibility of the Company (Cont'd.)

2.7.4 Disconnection of Service by the Company (Cont'd.)

C. The Company's Notice of Disconnection shall contain the following information:

The name, address and telephone number of the Customer.

A statement of the reason for the proposed disconnection and the cost (to the Customer) for reconnection.

The date on or after which service will be disconnected unless appropriate action is taken.

The telephone number in bold print of the Company where the customer may make an inquiry.

The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the customer to the location in the directory where the information can be obtained:

1. A statement of how a customer may avoid the disconnection of service
2. A statement that informs the customer where payments may be made

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.7 Restoration of Service**

If service is disconnected for nonpayment, service will be reestablished only upon receipt of payment of all charges due, which include charges for service and facilities during the period of disconnection and which may include a service restoration fee. If the Customer has a history of payments returned for insufficient funds, the Company may require payment by cash, money order, personal check or certified check. If payment is made by personal check, restoration will be affected upon clearance of the check. When a Customer's service has been disconnected in accordance with this Price List and the service has been terminated through the completion of the Company's service order, service will be reestablished only upon a basis of an application for new service.

During the period of disconnection, Customer's telephone number will not be reassigned. Once service has been terminated, the telephone number may be reassigned to another Customer.

**2.8 Taxes and Surcharges**

2.8.1 Customer will be billed and is responsible for payment of applicable E911, Telecommunications Relay Service (TRS), universal service fund charges, local number portability charge, end user common line charges, primary interexchange carrier charges, and all federal, state and local taxes, fees, assessments and surcharges assessed in conjunction with service used.

2.8.2 All taxes, surcharges and assessments (i.e., sales tax, municipal utilities tax, franchise fee, E911, TRS) will be listed as separate line items and are not included in the quoted rates.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 2 - RULES AND REGULATIONS (CONT'D.)****2.9 Service Connection and Facilities on Customer's Premises**

The Company shall furnish and maintain all facilities including protective apparatus, to provide telecommunications service except as may be otherwise specified in this Price List. All facilities shall conform to the established construction standards of the Company.

Except as otherwise specified in this Price List, all equipment furnished by the Company in connection with a Customer's service shall be carefully used and only duly authorized employees of the Company or its contractors or agents shall be allowed to connect, disconnect, change or alter in any manner any or all such facilities.

Customer will be held responsible for loss of or damage to any facilities furnished by the Company unless such loss or damage is due to causes beyond the Customer's control.

At the termination of service, the Company may remove any and all of its property located at the Customer Premises, as provided for in this Price List.

No equipment apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this Price List. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or suspend the service during the continuance of said attachment or connection; or to terminate the service.

**2.10 Telephone Number Intercept**

Whenever a Customer's telephone number is changed after a directory is published, the Company will intercept all calls to the former number for 30 days and give the calling party the new number, provided existing central office equipment will permit and the Customer so desires.

**2.11 Disputes**

In the event of a dispute between a customer and the Company regarding any bill for telephone service, the Company shall make an investigation as required by the particular case and report the results to the customer. In the event the dispute is not resolved, the Company shall inform the customer of the complaint procedures of the Commission.

Notwithstanding any other section of the Company's Price Lists, the customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed 60 days. The customer is obligated to pay any billings not disputed.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 3 -SERVICES****3.1 Residential Local Exchange Service**

Residential Local Exchange Service provides a residential customer with a connection to the Company's switching network which enables the customer to:

- a. Place and receive calls from other stations on the public switched telephone network;
- b. Access the Company's local calling service;
- c. Access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 8XX NPA; and access 911 service for emergency calling

**3.2 Residential Service Description**

Basic Local Service consists of local exchange service, nationwide local calling, voice mail, Caller ID, Call waiting, Call Forwarding, and 3-Way Calling.

The Company will offer bundled service packages to residential customers. These bundled service packages will include local service (dial tone and features) and a combination of deregulated features, including, but not limited to, long distance telephone service, cable television service, and high speed internet access.

**3.3 Basic Local Service**

|                 |         |
|-----------------|---------|
| A. Monthly Rate | \$41.95 |
|-----------------|---------|

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – SERVICES (CONT'D.)****4.1 Business Local Exchange Service****4.1.1 Basic Business Line Service Description**

Basic Business Line Service provides a customer with one or more analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Basic Business Lines are provided for connection of customer-provided single-line terminal equipment such as station sets or facsimile machines.

**A. Basic Business Line**

1. Monthly Rate \$60.66

**4.1.2 Business Bundled Service Packages**

In addition to Basic Business Line Service, the Company will offer various bundled service packages to business customers. These bundled service packages will include local service (dial tone and features) and a combination of deregulated features, including, but not limited to, long distance service, cable television service, and high speed internet service.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – SERVICES (CONT'D.)****4.3 Toll Services****4.3.2 Toll Service**

Provides facilities to complete interLATA, intrastate or intraLATA, interexchange calls between two points. Customer makes call by dialing directly or with operator assistance. Direct Dialing includes 1 + Area Code (where necessary) + telephone number. For operator assistance a customer dials O only, O + telephone number or O + NPA + telephone number for IntraLATA calls.

For customers subscribing to Hargray Nationwide Local services, no monthly recurring charges for outbound long distance calls will apply for those customers using Hargray for both local and long distance service.

Long Distance Rates apply to all domestic 1+ direct dialed minutes of use.

Long distance is only applicable to standard outbound domestic long distance only, originating from Hargray customer to the 50 US States. All other types of calls, (Operator Assisted Long Distance calls, OS/DA, International, Toll Free, Calling Card, etc.), will be rated at standard rate according to the rate tables established for the calls.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 4 – SERVICES (CONT'D.)

4.3 Directory Services

4.3.1 Directory Listings

Listings are regularly provided in connection with all classes of Exchange Service, unless the customer subscribes to Non-published or Non-listed Service. The contract period for directory listings where the listing is printed in the directory is the directory period. Where the listing has not been printed in the directory, the period is one month.

In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-published or non-listed telephone number in the directory or disclosing said number to any person shall attach to the Company. Where such a number is published in the directory, the Company's liability shall be limited to and satisfied by a refund of any monthly charges which the Company may have made for such listing. The subscriber indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listing or non-published listing.



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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 4 – SERVICES (CONT'D.)

4.4 Directory Services (Cont'd.)

4.4.1 Directory Listings (Cont'd.)

1. Non-Listed Listing

|                | <u>Monthly Rate</u> |
|----------------|---------------------|
| Business, each | \$0.60              |

Non-Listed monthly rate will not apply in the following cases:

1. Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.
2. Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – SERVICES (CONT'D.)****4.4 Directory Services (Cont'd.)****4.4.1 Directory Listings (Cont'd.)****2. Non-Published**

|                                | <u>Monthly Rate</u> |
|--------------------------------|---------------------|
| Business and Residential, each | \$0.60              |

Non-Published monthly rate will not apply in the following cases:

1. Additional service furnished to the same subscriber who has other service listed in the directory in the same name at the same address.
2. Additional service furnished to the same subscriber who has service listed in the directory in the same name at a different address provided the listed service is in the same local exchange.

**A. Rates**

1. Where the customer places a sent-paid direct dialed call to Directory Assistance, the charge for each call (maximum of two numbers requested) is \$1.25.
2. Where the customer places a call to the Directory Assistance attendant via an operator or has Directory Assistance Service Charges are billed to a third number, or a special billing number, the charge for each call (maximum of two requests per call) is \$1.25.

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**LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

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**SECTION 4 – SERVICES (CONT'D.)****4.4 Directory Services (Cont'd.)****4.4.2 Directory Assistance Service****B. Directory Assistance Charge Exemption**

Directory Assistance Charge Exemption gives 50 Free (local, long distance, or combination of both) DA calls per billing cycle on each line where the end user has disabilities that prevent use of the telephone directory. Normal tariffs apply to DA calls for the 51<sup>st</sup> and all other additional calls within a billing cycle. For purposes of this rule, disability means, with respect to an individual, a physical or mental impairment that prohibits a customer from using the telephone directory.

A letter from the end-user's physician, clinic or appropriate group/agency verifying the disability, on the official letterhead of the physician, should be attached to the application. Access Integrated Networks will not be responsible for any charges incurred to obtain certification. In addition to the physician's letter, the customer will be required to complete Access's Directory Assistance Charge Exemption Application Form.

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 4 – SERVICES (CONT'D.)

4.4 Directory Services (Cont'd.)

4.4.4 National Directory Assistance

A. Service Description

National Directory Assistance (NDA) is a service whereby customers may request listing information for areas outside their LATA or home NPA. Requests for listings that are intraLATA or within the customers' home NPA are billed under the current Directory Assistance plan.

Callers access NDA by dialing 1+411 or 0+411. Only calls made for listings outside the customers' local directory assistance scope as defined above will be eligible for NDA.

B. Regulations

The regulations and rates set forth below apply to all calls from customers who request assistance in determining telephone number information of national subscribers as defined in 4.4.4 A. above.

The customer will be charged for each listing request made during the call. The NDA rate applies per listing request whether or not a number is provided including requests for numbers which are non-published, non-listed or not found. There are no allowances associated with NDA.

There are no exemptions from billing for requests for NDA.

C. Rates

|                   | <u>Charge Per Listing<br/>Request</u> |
|-------------------|---------------------------------------|
| Sent Paid Request | \$2.99                                |

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 4 – SERVICES (CONT'D.)

4.5 Miscellaneous Services

4.5.1 Toll Restriction (1)

A. Rates and Charges

The following rates and charges apply in addition to the established rates and charges for the services with which this feature is associated.

|   | <u>Monthly Rates</u> | <u>Non-recurring Charge</u> |
|---|----------------------|-----------------------------|
| Toll Restriction,<br>per Business line equipped | \$0.00               | \$0.00                      |

4.5.2 Reserved for Future Use

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LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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SECTION 5 –PROMOTIONS / ICB (INDIVIDUAL CASE BASIS)

From time to time, the Company may engage in promotional offerings, ICB or trials designed to attract new Customers, to stimulate usage, to test potential new services, and/or to increase existing Customer awareness of the Company's services. In connection with those promotional offerings, ICB or trials, the Company may offer special rate incentives and waive in full or in part Installation/Move Charges and service and equipment charges. These offerings may be limited to certain services, dates, times of day and/or locations determined by the Company.