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ISSUED: July 11, 2001
BY: Vice President
Durham, North Carolina

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GENERAL REGULATIONS

2.1 Application of Regulations

2.1.1 The regulations set forth herein apply to intrastate services and facilities furnished within the State of South Carolina by Contel of South Carolina, Inc. d/b/a GTE (South Carolina) hereinafter referred to as the Company, (C) subject to the jurisdiction of the Public Service Commission. When services and facilities are provided in part by the Company and in part by other companies, the regulations of the Company apply to that portion of the service or facilities furnished by it.

2.1.2

2.1.3 Effective January 1, 1987, in accordance with the FCC in Docket 79-105, the installation and maintenance of inside wire, as defined by the FCC, is the responsibility of the customer and will be provided by the telephone company on a deregulated basis only.

2.1.4 Effective October 1, 1987, in accordance with the FCC's Third Report and Order in Docket 81-893 and the South Carolina Public Service Commission's February 6, 1986 order in Docket 84-250-C, customer premise equipment, as defined by the FCC will be installed and maintained by the telephone company on a deregulated basis only. Customers may continue to lease terminal equipment at their premise on a deregulated basis, or may provide their own equipment subject to the rules and regulation in Section 15 (Interconnections with Communications Equipment and Systems Provided by the Customer) of this tariff.

GENERAL REGULATIONS

2.2 Use of Service

2.2.1 Abuse or Fraudulent Use of Service

a. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes:

(1) the use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for service;

(2) rearrangement of, tampering with or connection of equipment to the facilities of the Company to obtain, to attempt to obtain or to assist others to obtain service without payment (in total or in part) of regular charges for the service;

(3) false representation, scheme, trick or device whatsoever intended to avoid payment (in total or in part) of regular charges for the service;

(4) the use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment or harass another;

(5) the use of profane or obscene language;

(6) the use of the service in such manner as to interfere unreasonably with the use of the service by one or more other customers;

(7) the impersonation of another;

2.2.2 Use of Service for Unlawful Purposes

The service is furnished subject to the condition that it shall not be used for any unlawful purpose.

GENERAL REGULATIONS

2.2 Use of Service (Cont'd)

2.2.3 Abuse or Fraudulent Use of Service

2.2.4 Use of Customer Service

Customer telephone service, as distinguished from public and semipublic telephone service, is furnished only for use by the customer, his family, employees, or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises. The Company has the right to refuse to install customer service or to permit such service to remain on premises of a public or semipublic character when the station is so located that the public-ion-general, or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, provided the instrument is so located that it is not accessible for public use.

2.2.5 Minimum Contract Period

a. Except as specified elsewhere in this Tariff, the minimum contract period is one month form the date service or additions to service are established ad the minimum charge is the authorized rate for one month. For purposes of rate administration each mont is considered to have 30 days.

2.2.6 Termination of Service

a. By the Company

(1) The Company may refuse to furnish, or may terminate the service under the following circumstances, provided suitable notice has been given to the customer:

GENERAL REGULATIONS

2.2 Use of Service (Cont'd)

2.2.6 Termination of Service (Cont'd)

a. By the Company (Cont'd)

(1) (Cont'd)

(a) upon the continuance of any unpaid amount due for a period of 5 days following written notification;

(b) upon the continuance of any unauthorized attachment or connection of customer owned facilities with facilities provided by the Company;

(c) upon objection to the furnishing of a service made in writing by or on behalf of any governmental law enforcement agency acting within its jurisdiction, on the grounds that such service is, or will be, used for an illegal purpose;

(d) upon the use of a service in such a manner that, in the opinion of the Company, constitutes abuse or fraud or may tend to injuriously affect the efficiency of the Company's plant, property, or service;

(e) For additional information regarding residential high risk level customers, refer to Section 2.4.2.9, Post Billing Toll Block.

b. At customer's request.

(1) Contracts for service may be terminated prior to the expiration of the contract period provided advance notice is given to the Company and upon agreement to pay all charges due for the service furnished, plus any termination charges which might be applicable.

(2) Where a contract for service with a one month minimum period is cancelled before establishment of the service is completed, a charge not to exceed the service charge specified, is applied if all or a portion of the facilities have been installed.

(3) No minimum or termination charge will apply (unless otherwise stated specifically in this Tariff) where a new customer takes over the service of the former customer provided the service is to be furnished at the same location without interruption. (C)

A customer may request transfer of telephone service to another party at the same location without a break in service. (N)

An applicant who otherwise qualifies for establishment of service may supersede the service of a customer discontinuing that service when the applicant is to take service on the same premises and retain the listed telephone number where that service is being rendered provided an arrangement, acceptable to the utility, is made to pay outstanding charges against the service. (N)

(4) No minimum or termination charge will apply in the event the service is terminated because of condemnation, destruction, or damage to property by fire or other cause, beyond the control of the customer.

GENERAL REGULATIONS

2.2 Use of Service (Cont'd)

2.2.7 Termination of Service (Cont'd)

If resale of services herein tariffed is allowed, the resold services are to be restricted to the same uses and users as GTE's retail services. The Telephone Company shall not be required to furnish service or facilities where the circumstances are such that the proposed use of the service or facilities would tend to injuriously affect the efficiency of the Telephone Company's plant, property or service. (C) (C)

2.3 Establishment and Furnishing Service

2.3.1 Applications for Service

a. Applications for service may be made orally or in writing.

b. Any change in rates or regulations prescribed by the South Carolina Public Service Commission modifies the terms and regulations of contracts to the extent of such change.

c. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness. This is to include applicants from the same household, who are related, even though service is requested in a different name from that of the former subscriber.

d. If telephone service is established and it is subsequently determined that either condition in c. above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

2.3.2 Application of Business Rates

a. Business rates apply in offices, stores, factories, and all other places of a strictly business nature.

GENERAL REGULATIONS

2.3 Establishment and Furnishing (Cont'd)

2.3.2 Application of Business Rates (Cont'd)

b. In boarding houses (except as noted under 2.3.3 b.) offices of hotels, halls and offices of apartment buildings, quarters occupied by clubs or lodges, public, private, or parochial schools, or colleges, hospitals, libraries, college fraternity houses, and other similar institutions (but excluding dormitory rooms at such schools or colleges).

c. At residence locations when the customer has no regular business telephone and the use of the service is either himself, members of his household, or his guests, or parties calling him can be considered as more of a business than of a residence nature, which fact might be indicated by advertising, either by business cards, newspapers, hand bills, billboards, circulars, motion picture screens, or other advertising matter, such as on vehicles, etc., or when such business use is not such a commonly arises and passes over to residence telephone during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.

d. Where the place of business and residence of a customer are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.

e. At residence locations, when an additional station or auxiliary bell is located in a shop, office, or other place of business.

f. At any locations where the listing of service at that location indicates a business, trade, or profession, except as specified below.

2.3.3 Application of Residence Rates

a. Residence rates apply in private residences where business alphabetical or classified telephone directory listings are not provided.

b. In private apartments of hotels, rooming houses, or boarding houses where service is confined to the customer's use, and elsewhere in rooming houses which are not advertised as a place of business or which have less than five rooms for roomers, or which furnish meals to less than ten boarders, provided business telephone directory listings are not furnished.

GENERAL REGULATIONS

2.3 Establishment and Furnishing of Service (Cont'd)

2.3.3 Application of Residence Rates (Cont'd)

c. In churches and church offices, residence of a clergyman, and in the places of residence of a physician, dentist, veterinarian, surgeon or other medical practitioner, provided the customer does not maintain an office in the residence. In the residence of a Christian Science practitioner, nurse or midwife, or in the office of any of this group of persons, provided the office is located in the customer's residence and is not part of an office building. In any of such cases the listing may indicate the customer's profession, but only in connection with an individual name. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.

d. Where the place of business and residence of a customer are in the same premises and no telephone is installed in the place of business, the business rate shall be charged for the telephone installed in the residence.

e. Shelters whose principal purpose is to provide temporary (six to eight weeks) residential housing for individuals or families in crisis qualify for residential rates for up to 3 lines after purchasing at least 1 business line. (N) | (N)

2.3.4 Advance Payments

a. At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's exchange service and/or installation charges which may be applicable, in addition to such special construction and installation charges as are to be borne by the applicant. The amount of the advance payment is credited to the customer's account on the first bill rendered.

b. Federal, State or Municipal governmental agencies may not be required to make advance payments.

2.3.5 Customer Billing

a. The customer is responsible for all charges in conjunction with the services furnished him including collect toll messages which have been accepted at the customer's telephone.

b. Monthly recurring charges are billed in advance and toll charges are billed in arrears. Special billing arrangements may be established for services provided to Governmental agencies.

c. Bills are due when rendered unless otherwise specified on the bill and may be paid at any business office of the Company or at any agency authorized to receive such payments.

d. For billing purposes, each month is presumed to have thirty days.

GENERAL REGULATIONS

2.3 Establishment and Furnishing of Service (Cont'd)

2.3.5 Customer Billing (Cont'd)

e. When after investigation it is found that an error has occurred within six months of the most recent billing, the error shall be corrected, and settlement made thereof. (C) (C)

If the Company has inadvertently overcharged a customer as a result of a misapplied schedule or any other human or machine error, the Company shall, for any amount of dollar ($1.00) or more (amount less than $1.00 will be credited to account) at the customer's option, credit or refund the excess amount paid by that customer or credit the amount billed as provided by the following: (N)

(1) If the interval during which the customer was overcharged can be determined, then the Company shall credit or refund the excess amount charged during the interval, provided that the applicable three-year statute of limitations shall not be exceeded.

(2) If the interval during which the customer was overcharged cannot be determined, then the Company shall credit or refund the excess amount charged during the 12-month period preceding the date when the error was discovered.

(3) If the exact amount of the overcharge incurred by the customer during the billing periods subject to adjustment cannot be determined, then the refund shall be based on an appropriate estimated amount of excess payment.

If the Company has undercharged any customer as a result of a misapplied schedule, or any human or machine error then the Company may recover the deficient amount as follows:

(1) If the interval during which a customer was undercharged can be determined, then the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months. (N)

(L)

(L) Material has been moved to Page 7.1. (N)

GENERAL REGULATIONS

2.3 Establishment and Furnishing of Service (Cont'd)

2.3.5 Customer Billing (Cont'd)

e. (Cont'd)

(2) If the interval during which a customer was undercharged cannot be determined, then the Company may collect the deficient amount incurred during the six month period preceding the date when the billing error was discovered by the Company.

(3) The customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.

f. The Company may temporarily suspend service in the event the customer fails to pay any amount due. Such suspension shall not be made until at least five (5) days following written notification to the customer of the intention to suspend service, except in extreme cases.

2.3.6 Late Payment Charge

a. Customer bills for telephone service are due when they are rendered. A customer is in default unless payment is made on or before the due date specified on the bill. (T)

b. If payment is not made on or before the due date specified on the bill, a late payment charge of one and one-half percent (1 1/2%) per monthly billing period will be applied to all amounts previously billed. (T)

c. See Section 2.4.2.9 for Post Billing Toll Block. (N)

2.3.7 Telephone Numbers

a. The customer has no property right in the telephone number or any right to continuous service through any particular central office.

b. The Company reserves the right to change the customer's telephone number of the central office associated with such number, or both, as may be required for the proper conduct of its business.

2.3.8 Alterations

The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's wiring or equipment; and the customer agrees to pay the Company's current charges for such changes.

GENERAL REGULATIONS

2.3 Establishment and Furnishing of Service (Cont'd)

2.3.9 Tracing of Harassing Calls (N)

a. A $40.00 charge applies for the installation or application of equipment for the purpose of tracing harassing telephone calls to a customer. The Telephone Company shall leave the equipment in place for a period of no more than seven days. Should a harassing call be made during this period, the Telephone Company shall attempt to trace the call and report the results to the proper authorities for legal handling. Should the customer elect to persue prosecution of the alleged caller(s), the $40.00 charge will be refunded to the customer. A copy of the warrant or affidavit from the prosecutor's office must be provided to the Company indicating that prosecution is forthcoming. This charge is not applicable to a governmental department or agency, public, private or parochial school. (N)

GENERAL REGULATIONS

RESERVED FOR FUTURE USE

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit

2.4.1 Establishment of Credit

a. The Company is not obligated to establish, furnish or continue to furnish service to any individual or firm that owes for service previously rendered at the same or a different address, until arrangements have been made to liquidate such previous indebtedness to the Company. In order to insure the payment of all charges due for its service, the Company may require any customer to establish and maintain his credit in one of the following ways.

(1) By furnishing credit references acceptable to the Company.
(2) By providing a suitable guarantee in writing, in a form prescribed by the Company.
(3) By means of a cash deposit.

b. Credit will be established if the residential applicant for service has been a customer of any telephone utility within the last two years and during the last twelve consecutive months of service did not have more than one occasion in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment.

c. The Company shall be the sole judge as to whether or not the references or guarantee in writing are acceptable.

2.4.2 Customer Deposits

a. Each telephone utility may require from any customer or from any prospective customer, a deposit intended to guarantee payment of bills for service, if any of the following conditions exist:

(1) the customer's past payment record to a telecommunications utility shows delinquent payment practice, i.e., customer has had two consecutive 30-day arrears, or more than two non-consecutive 30-day arrears in the past 24 months, or customer has been sent four or more lat payment notices in the past 9 months, or

(2) A new customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within the State of South Carolina to guarantee payment, or

(3) A customer has no deposit and presently is delinquent in payments (i.e., has had two consecutive 30-day arrears, or more than two non-consecutive arrears, in the past 24 months, or customer has been sent four or more late payment notices in the past 9 months), or

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit (Cont'd)

2.4.2 Customer Deposits (Cont'd)

a. (Cont'd)

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

b. Each utility shall inform each prospective customer of the provisions contained in 2.4.2-a.

2.4.2.1 Amount of Deposit

a. For a new customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (includes toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months.

b. All deposits may be subject to review based on the actual experience of the customer. I The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the customer.

2.4.2.2 Interest on Deposits

a. Simple interest on deposits at the rate as prescribed by the Commission shall be paid by the utility to each customer required to make such deposit for the time it is held by the utility.

b. Payment of the interest to the customer shall be made at least annually or at the time the deposit is returned.

c. The interest shall be accrued annually.

d. The deposit shall cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is not longer required.

2.4.2.3 Deposit Records

Each utility shall keep records to show:

a. The name and address of each depositor

b. The amount and date of the deposit

c. The last transaction concerning the deposits

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit (Cont'd)

2.4.2 Customer Deposits (Cont'd)

2.4.2.4 Deposit Receipt

Each utility shall issue a receipt of deposit to each customer from whom a deposit is received, and shall provide means whereby a customer may establish his claim if his receipt is lost.

2.4.2.5 Deposit Retention

Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrears, or more than two non-consecutive 30-day arrears in the past 24 months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past 9 months, or was subject to treatment in the past month, or has a returned check in the past 6 months.

2.4.2.6 Unclaimed Deposits

A record of each unclaimed deposit must be maintained for at least two years, during which time the telephone utility shall make a reasonable effort to return the deposit. Unclaimed deposits, together with accrued interest, shall be turned over to the S.C. Tax Commission after seven years.

2.4.2.7 Deposit Credit

Where a customer has been required to make a guarantee deposit that deposit shall not relieve the customer of the obligation to pay the service bills when due but where such deposit has been made and service has been discontinued on account of nonpayment of bills, then in such event unless consumer shall, within seventy two hours after service has been discontinued, apply for reconnection of service and pay the account, then in such event the utility shall apply the deposit of such consumer toward the discharge of such account and shall as soon thereafter as practicable, refund the consumer any excess.

2.4.2.8 Deposit Refund

No telephone utility shall refund and then require a deposit in such a way as to circumvent the interest charge on that deposit.

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit (Cont'd)

2.4.2 Customer Deposits (Cont'd)

2.4.2.9 Post Billing Toll Block (N)

(1) Post Billing Toll Block (PBTB) is a process whereby the Company will establish a risk level for new and existing customers and initiate toll blocking on high risk residential accounts which have unpaid delinquent balances. A grace period will be given to the customer to respond to the toll block. This service is designed to minimize the Company's network exposure from uncollectible accounts and to act as an enhancement to the late payment process. If payment is not received, the normal late payment treatment process will continue.

(2) A risk level assessment process determines residential customers with high risk accounts and is based as a result of either Credit Scoring for new customers or Behavioral Scoring (Contel of South Carolina payment history) for existing customers.

(a) Risk level assessment is categorized for new customers via Credit Scoring whereby the Company will be provided information through the use of a third party credit reporting service. A credit score is computed on the inquiry date by utilizing a credit scoring model plus information contained in the customer's credit files. The customer's score is delivered at the time of service application. Credit Scoring allows the Company to assign a risk level to all new customer accounts.

(.1) A high risk level assessment is assigned to new customers having the following criteria:

- Collection judgments
- Charge (written) off accounts
- Outstanding collection accounts
- Various degrees of delinquency history from 30-180 days, and not paid in full or current at time of scoring.

(b) Behavioral scoring, based on Contel of South Carolina payment history, will establish a risk assessment for existing customers. A score will be established and maintained (re-scored) on each residential customer when the program is initiated and/or after service has been established for six (6) months. Existing customers, for the purpose of this tariff, are those customers that have had continuous service with the Company over a six (6) month period. (N)

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit (Cont'd)

2.4.2 Customer Deposits (Cont'd)

2.4.2.9 Post Billing Toll Block (Cont'd)

(2) (Cont'd)

(.1) A high risk assessment is assigned to existing residential customers having the following criteria:

- Six (6) or more telephone bills not paid by the due date or in full during the preceding 12 months.
- Three (3) or more Non-Sufficient Fund (NSF) checks for telephone bill payments during the preceding 12 months.
- Two (2) or more service denials due to nonpayment during the preceding 12 months.
- Six (6) or more reminder notices on account during the preceding 12 months.

(3) A delinquent residential account customer will be given a grace period of two business days from the "please pay by date" or due date of the bill to make payment otherwise Post Billing Toll Block will be initiated.

(4) The following access will be blocked:

- 0+
- 1+900/976/700
- DDD 1+
- 1+555+1212
- 1+NPA+555+1212
- 1DDD+01+
- 1DDD+011+

(D)

- All 101XXXX(+)
- All collect, credit card and third number billed calls.

(5) Access to the local calling area, including Extended Area Calling/Local Calling Plans, emergency services (911), information services (1+411), 1+800/877/888+, 950+, and Operator (0-) will not be blocked.

(6) Where facilities are available, a recording will advise the customer that toll blocking has been imposed when dialing or billing attempts are initiated. Once the customer has been blocked, the block will only be removed if the delinquent amount is paid.

(7) A Restoration Charge is not applicable when the customer's toll service is unblocked.

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit (Cont'd)

2.4.2 Customer Deposits (Cont'd)

2.4.2.9 Post Billing Toll Block (Cont'd) (N)

(8) After the Post Billing Toll Block is initiated, late payment treatment notices will be rendered and if payment is not received or payment arrangements made, further treatment of the account will occur in accordance with tariff guidelines and South Carolina Public Service Commission rules.

(9) Deposit requirements will not be affected as a result of Post Billing Toll Block. (N)

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit (Cont'd)

2.4.3 Discontinuance of Service for Failure to Maintain Credit

Service may be discontinued for failure to maintain credit, as specified above, within five days after the Company has served or mailed notice requiring the customer to do so, except in extreme cases.

2.4.4 Restoration Charge

Where service has been discontinued for failure to maintain credit as specified above, the restoration charge will be made and collected by the Company.

2.4.5 Administrative Charge

An administrative charge of $20.00 (S&E Code: NSFC) will be applied to each insufficient funds check received. Telephone service will be subject to discontinuance as specified above.

2.5 Obligation and Liability of the Company

2.5.1 Undertaking of the Company

The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this Tariff.

2.5.2 Provision of Equipment

a. All equipment necessary for the provision of a given regulated service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards.

b. When commercial power is used for the operation of Telephone Company facilities, the customer will provide the necessary power wiring, power outlets, and commercial power. The customer assumes all responsibility for the safe condition of the power wiring, power outlets, and commercial power. The customer will allow the Company access to the power supply, if necessary. (N)

c. Where fiber facilities to the customer premises is deployed:

1. Commercial power will be furnished by the customer as provided in Section 2.5.2 b.

2. A back-up battery unit, which is supplied by the Company, and battery, initially supplied by the Company at the customer premises, is provided in case of a commercial power outage.

3. The customer is responsible for battery maintenance, including replacement if necessary. (N)

GENERAL REGULATIONS

2.4 Establishment and Maintenance of Credit (Cont'd)

2.4.3 Discontinuance of Service for Failure to Maintain Credit

Service may be discontinued for failure to maintain credit, as spec-ified above, within five days after the Company has served or mailed notice requiring the customer to do so, except in extreme cases.

2.4.4 Restoration Charge

Where service has been discontinued for failure to maintain credit as specified above, the restoration charge will be made and collected by the Company.

2.4.5 Administrative Charge

An administrative charge of $20.00 (S&E Code: NSFC) will be applied to each insufficient funds check received. Telephone service will be subject to discontinuance as specified above. (I)

2.5 Obligation and Liability of the Company

2.5.1 Undertaking of the Company

The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in this Tariff.

2.5.2 Provision of Equipment

a. All equipment necessary for the provision of a given regulated service will be furnished and owned by the Company except as provided elsewhere in this Tariff. The customer may be required to provide suitable housing or other protective measures where equipment is to be installed in locations exposed to weather or other hazards. Commercial power will be furnished by the customer on his premises in suitable outlets when required.

GENERAL REGULATIONS

2.5 Obligation of Liability of the Company (Cont'd)

2.5.2 Provision of Equipment (Cont'd)

d. No equipment, apparatus, circuit or device shall be attached to or connected with the facilities furnished by the Company; whether physically, by induction, acoustically or otherwise; except as provided in this Tariff or as otherwise authorized in writing by the Company. In case any such authorized attachment or connection is made, the Company shall have the right to remove or disconnect the same or to terminate the service. (T)

While the Telephone Company's Local Exchange Service as specified in Section 3 of this Tariff may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Telephone Company.

e. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company provided any such device so used does not: (T)

(1) endanger the safety of Company employees or the public;

(2) damage, require change in or alteration of, or involve direct electrical connection to, the regulated equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;

(3) interfere with the proper functioning of such equipment or facilities;

(4) otherwise injure the public in its use of the Company's services.

f. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a recording device or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person. (T)

GENERAL REGULATIONS

2.5 Obligation of Liability of the Company (Cont'd)

2.5.2 Provision of Equipment (Cont'd)

b. No equipment, apparatus, circuit or device shall be attached to or connected with the facilities furnished by the Company; whether physically, by induction, acoustically or otherwise; except as provided in this Tariff or as otherwise authorized in writing by the Company. In case any such authorized attachment or connection is made, the Company shall have the right to remove or disconnect the same or to terminate the service.

While the Telephone Company's Local Exchange Service as specified in Section 3 of this Tariff may be used by the customer for dial-up access, the advertised speeds of the customer's modem may not be attainable with this service and are not guaranteed by the Telephone Company. (N) (N)

c. The provisions of the preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company provided any such device so used does not:

(1) endanger the safety of Company employees or the public;

(2) damage, require change in or alteration of, or involve direct electrical connection to, the regulated equipment or other facilities of the Company, unless as provided for elsewhere in this Tariff;

(3) interfere with the proper functioning of such equipment or facilities;

(4) otherwise injure the public in its use of the Company's services.

d. Except as otherwise provided in this Tariff, nothing herein shall be construed to permit the use of a recording device or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

GENERAL REGULATIONS

2.5 Obligation and Liability of the Company (Cont'd)

2.5.2 Provision of Equipment (Cont'd)

g. Facilities of an electric power company or oil, oil products or natural gas pipe line company, or railroad company, provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns, or villages along the right-of-way) owned or controlled by such company and extending between or beyond exchange areas of the Company, may be connected with Private Branch Exchange, station, or private line facilities furnished by the Company subject to the conditions stated in Section 11. (T)

2.5.3 Furnishing of Service

The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

2.5.4 Maintenance and Repair

a. All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company, except as specified elsewhere in this Tariff.

b. If equipment or facilities of the Telephone Company are lost (as distinguished from theft), injured, or destroyed by reason of negligence or willful act of the customer, the customer is required to pay the cost of restoring to its original condition said equipment or facilities, regardless of the party responsible for such loss, injury or destruction.

c. Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.5.5 Liability

a. Customers experiencing a service outage exceeding 24 hours will receive a credit allowance as provided in b. following, and a Service Performance Guarantee credit as provided in d. following.

b. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occurs.

c. The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented within sixty days after the alleged delinquency occurs.

d. Whenever commercial power or its equivalent is required to operate service and facilities provided by the Company at the customer's premises, the customer shall: (N)

- Furnish such power which shall be suitable for the purpose, and
- Provide and maintain all necessary power wiring and power outlets at convenient locations.

In the event of a power failure, no allowance is made for interruption of service. No liability shall be attached to the Telephone Company by reason of any damage to the customer's premises resulting from the existence of the Customer provided power supply. (N)

GENERAL REGULATIONS

2.5 Obligation and Liability of the Company (Cont'd)

2.5.2 Provision of Equipment (Cont'd)

f. Facilities of an electric power company or oil, oil products or natural gas pipe line company, or railroad company, provided primarily to communicate with points located along a right-of-way (including premises of such company anywhere in cities, towns, or villages along the right-of-way) owned or controlled by such company and extending between or beyond exchange areas of the Company, may be connected with Private Branch Exchange, station, or private line facilities furnished by the Company subject to the conditions stated in Section 11.

2.5.3 Furnishing of Service

The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment.

2.5.4 Maintenance and Repair

a. All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company, except as specified elsewhere in this Tariff.

b. If equipment or facilities of the Telephone Company are lost (as distinguished from theft), injured, or destroyed by reason of negligence or willful act of the customer, the customer is required to pay the cost of restoring to its original condition said equipment or facilities, regardless of the party responsible for such loss, injury or destruction.

c. Access to customer's premises, at any reasonable hour, will be given to representatives of the Company for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.5.5 Liability

a. Customers experiencing a service outage exceeding 24 hours will receive a credit allowance as provided in b. following, and a Service Performance Guarantee credit as provided in d. following. (N) (N)

b. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in transmission occurring in the course of furnishing service and not caused by negligence of the customer shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occurs. (C)

c. The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented within sixty days after the alleged delinquency occurs. (T)

GENERAL REGULATIONS

2.5 Obligation and Liability of the Company (Cont'd)

2.5.5 Liability (Cont'd)

d. Service Performance Guarantee

1. Business

(a) If a business customer requests installation or repair of Company-owned facilities used to provide exchange, message toll, private line or enhanced services offered under this tariff and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of $100.00. One credit per order or trouble report may be applied for the affected service to which the customer subscribes to in this Tariff.

(b) Each credit shall be limited to the amount described above for the particular line or lines associated with the service to be installed or repaired.

(c) Credit will be provided in accordance with the above conditions at the request of the customer. At the Company's discretion, the Service Performance Guarantee will appear as either a $100 bill credit on the customer's bill or something of equal value, as determined by the Company, will be provided to the customer. (N)

(d) Credit will be extended in accordance with the above conditions only for installation or restoration of exchange, private line, message toll, or enhanced services or for installation or repair of Company-owned facilities used to provide those services. The Service Performance Guarantee is not applicable for Public Telephone Service and/or Semipublic Telephone Service.

(e) The credit will not apply to "out of service" conditions resulting from:

(1) Willful neglect, misuse or abuse by the customer.
(2) Problems in the customer's premises equipment or in the customer's inside wire.
(3) Natural disasters, labor difficulties, governmental orders, civil commotions, general network failure, cable cuts affecting more than 5% of the Company's customers or circumstances beyond the control and/or knowledge of the Company.
(4) Temporarily or permanently discontinued service due to nonpayment of bills.

GENERAL REGULATIONS

2.5 Obligation and Liability of the Company (Cont'd)

2.5.5 Liability (Cont'd)

d. Service Performance Guarantee (Continued)

2. Residence

(a) If a residence customer requests installation or repair of Company-owned facilities used to provide service offered under this Tariff, and the installation or repair is not completed as agreed, the customer will be eligible to receive a credit of $25.00. One credit per order or trouble report may be applied for the affected service to which the customer subscribes to in this Tariff.

(b) Each credit shall be limited to the amount described above for the particular line or lines associated with the service to be installed or repaired.

(c) Credit will be provided in accordance with the above conditions at the request of the customer. At the Company's discretion, the Service Performance Guarantee will appear as either a $25 bill credit on the customer's bill or something of equal value, as determined by the Company, will be provided to the customer. (N) | (N)

(d) Credit will be extended in accordance with the above conditions only for installation or repair of Company-owned facilities used to provide services offered in accordance with this tariff.

(e) The credit will not apply to "out of service" conditions resulting from:

(1) Willful neglect, misuse or abuse by the customer.

(2) Problems in the customer's premises equipment or in the customer's inside wire.

(3) Natural disasters, labor difficulties, governmental orders, civil commotions, general network failure, cable cuts affecting more than 5% of the Company's customers or circumstances beyond the control and/or knowledge of the Company.

GENERAL REGULATIONS

2.5 Obligation and Liability of the Company (Cont'd)

2.5.5 Liability (Cont'd)

d. Service Performance Guarantee (Continued)

2. Residence (Continued)

(e) (Continued)

(4) Temporarily or permanently discontinued service due to nonpayment of bills.

(f) (D)
(D)

e. The customer indemnifies and saves the Company harmless against the following:

(1) Acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service.

(2) Any accident, injury, or death occasioned by its equipment or facilities, when such is not due to negligence of the Company.

(3) Claims for libel, slander, or infringement of copyright arising from the material transmitted or recorded over its facilities; claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

GENERAL REGULATIONS

2.5 Obligation and Liability of the Company (Cont'd)

2.5.5 Liability (Cont'd)

e. (Cont'd)

(4) Liability for failure to provide service.

(5) Liability for telephone directories is covered next in this section under Directories.

2.5.6 Directories

a. The Company will furnish to its customers, without charge, its directory, one per access line, for the efficient use of the service. Copies of other directories may be provided at a nominal charge.

b. Directories regularly furnished to customers shall remain the property of the Company. No binder, holder, or auxiliary cover, except as provided or authorized by the Company shall be used in conjunction with any directory furnished by the Company.

c. No liability for damages arising from errors in or omissions of directory listings, or listings obtained from the "Information Operator" shall attach to the Company. In the case of additional or extra listings for which a charge is made, its liability shall be limited to the monthly rate of each such listing for the charge period during which the error or omission continues.

2.5.7 Adjustments for Municipality Payments

a. When any municipality, other political subdivision, local agency of government, or South Carolina Public Service Commission imposes upon and collects from GTE South Carolina Incorporated (formerly Contel Properties), a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the GTE South Carolina Incorporated (formerly Contel Properties) customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission. (C)

b. GTE South Carolina Incorporated (formerly Contel Properties) may adjust its rates and charges or impose additional rates and charges on its customers in order to recover amounts it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs includes, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access GTE South Carolina Incorporated's (formerly Contel Properties) services. (C)

ISSUED: December 29, 2000
BY: Vice President
Durham, North Carolina

EFFECTIVE: January 16, 2001

GENERAL REGULATIONS

2.6 Special Promotions

2.6.1 The Company may offer, after 30 days notice to the Commission, special promotions of new or existing services or products for limited periods. These promotions will be offered on a completely nondiscriminatory basis with each customer in the classification of service and area for which the promotion is offered having an equal opportunity for participation, subject to the availability of products, services and facilities.

(N)

2.6.2 Slamming

2.6.3 Slamming is the unauthorized change of a subscriber's preferred telecommunications center.

Per FCC 00-135, CC Docket 94-129, a telecommunications carrier who acquires a customer by an unauthorized change of that customers local service may be billed the applicable nonrecurring charges to establish that customer's service as a new account back with the customer's authorized telecommunications carrier. (N)

GENERAL REGULATIONS

2.6 Special Promotions (N)

2.6.1 The Company may offer, after 30 days notice to the Commission, special promotions of new or existing services or products for limited periods. These promotions will be offered on a completely nondiscriminatory basis with each customer in the classification of service and area for which the promotion is offered having an equal opportunity for participation, subject to the availability of products, services and facilities. (N)

GENERAL REGULATIONS

2.8 Termination Liability

1. In the event the service is terminated by the customer prior to completion of the current term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example: (C)

   25% X MRC X # of Lines/Channel/Path X # of Months Remaining = Termination Charge

2. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, exclusive of any increase due to local, state, or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge. (N) (N)

3. Renewal Options

   a. Prior to the end of the term commitment period, the customer may select one of the following options, to be effective at the end of the term: (N) (N)

      1) Renew their term commitment,

      2) Commit to a new term period,

      3) Arrange for a change service, or (T)

      4) Arrange for termination of the service. (T)

   b. In the event the customer does not select one of the above options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to month, one year, etc.) for the same service, and will be subject to the applicable term commitment, if any, unless the customer terminates the service within sixty (60) days of the conversion date. (C) (C)

4. Early termination charges will not be assessed under the following circumstances:

   a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term.

   b. Customer attempts to move the existing service to a new location within Company's service area, but the service is unavailable. (T) (T)

   c. Customer renegotiates a new term commitment plan for the same service before the current term commitment expires and the value of the new term commitment is equal to or greater than the remaining value of the current term commitment. (C) (C)

   d. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

      1) The value of the new term commitment is of equal or greater than the remaining value of the current term commitment. (C) (C)

      2) The Company provides the new service via tariff or on an individual case basis (ICB).

      3) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time.

ISSUED: July 11, 2001
BY: Vice President
Durham, North Carolina

EFFECTIVE: July 27, 2001

GENERAL REGULATIONS

2.8 Termination Liability (N)

1. In the event the service is terminated by the customer prior to completion of the initial term commitment period, the customer shall be liable for an early termination charge, except as noted below. The amount of the early termination charge will be 25% of the monthly recurring charge(s) (MRC) for the remainder of the term. For example:

   25% X MRC X # of Lines/Channel/Path X # of Months Remaining = Termination Charge

2. Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased during the term period, the customer may terminate the service without incurring an early termination charge.

3. Renewal Options

   a. Prior to the end of the term commitment period, the customer may:

      1) Renew their term commitment,

      2) Commit to a new term period,

      3) Change service, or

      4) May arrange for termination of the service at the end of term.

   b. In the event the customer does not select one of the above renewal options, the customer will be converted to the shortest-term period available under tariff (i.e., month-to month, one year, etc.) for the same service. If the customer is converted in this way, an early termination charge will not apply should the customer subsequently discontinue service.

4. Early termination charges will not be assessed under the following circumstances:

   a. Customer moves existing service either to a new location within the same address and/or same building (inside move) or to a new location (outside move) and maintains that service for the remainder of the term.

   b. Customer moves existing service to a new location where the service is unavailable.

   c. Customer renegotiates a new term commitment plan for the same service before the initial term commitment expires and the value of the new term commitment is equal to or greater than the value of the initial term commitment.

   d. Customer changes to another service or upgrades service to a higher speed or capacity under a term commitment, provided the following conditions are met:

      1) The value of the new term commitment is of equal or greater monetary value than the initial term commitment.

      2) The Company provides the new service via tariff or on an individual case basis (ICB).

      3) The order to discontinue the existing service and the order for the new or upgraded service are received by the Company at the same time. (N)

ISSUED: December 4, 2006
BY: Vice President
Durham, North Carolina

EFFECTIVE: December 19, 2006

GENERAL REGULATIONS

2.9 **Service Concurrence** (N)

2.9.1 Verizon South Inc., d/b/a Verizon South Carolina concurs in the rates and regulations for services that do not appear in this tariff, but may be provided in the former Contel service areas, and are referenced in the Verizon South Inc, South Carolina General Customer Services Tariff, and to amendments authorized by the South Carolina Public Service Commission or applicable law. (N)