

**Hargray of Georgia, LLC**  
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO COMMUNICATIONS SERVICES WITHIN  
THE STATE OF GEORGIA

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Hargray of Georgia, LLC with principal offices at 856 William Hilton Parkway, Hilton Head, South Carolina 29938. This tariff applies to services furnished within the State of Georgia. This tariff is on file with the Georgia Public Service Commission (GPSC) and copies may be inspected, during normal business hours, at the Company's principal place of business.

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EXPLANATION OF NOTES

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulation
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
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SECTION 1 – APPLICATION OF TARIFF

## 1.1 APPLICATION OF TARIFF

This Tariff sets forth the regulations and rates applicable to services provided by Hargray of Georgia, LLC as follows:

The furnishing of intrastate communications services by virtue of one-way and/or two-way information transmission between points within the State of Georgia.

## 1.1.1 Service Territory

Hargray of Georgia, LLC will provide service in the following areas where technically feasible and facilities permit:

All BellSouth exchanges in the State of Georgia:

Acworth	Calhoun	Eastman	Jackson
Adairsville	Camilla	Eatonton	Jekyll Island
Albany	Carrollton	Elberton	Jesup
Alpharetta	Cartersville	Fairburn	Johnson Corner
Americus	Cave Spring	Fayetteville	Jonesboro
Appling	Cedartown	Flowery Branch	Kingston
Arlington	Chamblee	Forsyth	LaGrange
Athens	Claxton	Fort Valley	Lake Park
Atlanta	Clermont	Franklin	Lawrenceville
Augusta	Cochran	Gainesville	Leary
Austell	Colquitt	Gay	Leesburg
Baconton	Columbus	Gibson	Lithonia
Bainbridge	Concord	Grantville	Loganville
Barnesville	Conyers	Greensboro	Louisville
Baxley	Cordele	Greenville	Lula
Blackshear	Covington	Griffin	Lumber City
Bogart-Statham	Cumming	Hamilton	Lumpkin
Bowdon	Cusseta	Hampton	Luthersville
Bremen	Dallas	Harlem	Lyons
Brunswick	Douglasville	Hazelhurst	Macon
Buchanan	Dublin	Hephzibah	Madison
Buford	Duluth	Hogansville	

SECTION 1 – APPLICATION OF TARIFF (Cont'd)

1.1 APPLICATION OF TARIFF (Cont'd)

1.1.1 Service Territory (Cont'd)

All BellSouth exchanges in the State of Georgia: (Cont'd)

Marietta	Stockbridge
McCaysville	Stone Mountain
McDonough	Swainsboro
Millen	Sylvester
Monticello	Tallapoosa
Newnan	Temple
Newton	Tennga
Norcross	Thomasville
Palmetto	Thomson
Panola	Tifton
Pelham	Tucker
Pine Mountain	Tybee Island
Pooler	Valdosta
Powder Springs	Vidalia
Richland	Villa Rica
Rockmart	Wadley
Rome	Warner Robins
Roopville	Warrenton
Rossville	Watkinsville
Roswell	Waycross
Royston	Waynesboro
Rutledge	Woodbury
Sandersville-Tennille	Woodstock
Sardis	Wrens
Savannah	Wrightsville
Senoia	Zebulon
Smithville	
Smyrna	
Social Circle	
Sparks	
Sparta	
St. Simons Island	

1.1.2 Availability

Service is available where facilities permit.

SECTION 2 – EXPLANATION OF TERMS

AGENCY

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

ALTERNATE ROUTING (“AR”)

Allows E911 calls to be routed to a designated alternate location if (1) all E911 exchange lines to the primary PSAP (see definition of PSAP below) are busy, or (2) the primary PSAP closes down for a period (night service).

ANALOG

A transmission method employing a continuous (rather than a pulsed or digital) electrical signal that varies in amplitude or frequency in response to changes of sound, light, position, etc., impressed on a transducer in the sending device.

APARTMENTS

A building or group of buildings used primarily to provide complete residential apartments but not lodging on a day-to-day basis.

ASCII

American Standard Code for Information Interchange. An eight-level code for data transfer adopted by the American Standards Association.

ASYNCHRONOUS

Transmission in which each information character is individually synchronized usually by the use of start-stop elements. The gap between each character is not of a fixed length.

AUTHORIZED USER

A person, corporation or other entity who is authorized by the Company's customer to utilize service provided by the Company to the customer. The customer is responsible for all charges incurred by an Authorized User

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

ATTENDANT

An operator of a PBX console or telephone switchboard.

AUTOMATIC LOCATION IDENTIFICATION (“ALI”)

The name and address associated with the calling party's telephone number (identified by ANI as defined below) is forwarded to the PSAP for display. Additional telephones with the same number as the calling party's (secondary locations, off premises, etc.) will be identified with the address of the telephone number at the main location.

AUTOMATIC NUMBER IDENTIFICATION (“ANI”)

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

BIT

The smallest unit of information in the binary system of notation.

BUILDING

A structure enclosed within exterior walls or fire walls, built, erected and framed of component structural parts and designed for permanent occupancy.

CALL INITIATION

The point in time when the exchange network facility are initially allocated for the establishment of a specific call.

CALL TERMINATION

The point in time when the exchange network facility allocated to a specific call is released for reuse by the network.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

CENTRAL OFFICE

An operating office of the Company where connections are made between telephone exchange lines.

CENTRAL OFFICE LINE

A line providing direct or indirect access from a telephone or switchboard to a central office. Central office lines subject to PBX rate treatment are referred to as central office trunks.

CHANNEL

A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

CHANNEL CONVERSION

The termination of 1.544. Mbps Service at a customer's location with conversion of the digital signal to 24 analog voice grade circuits. Channel Conversion can be furnished by the customer.

CHANNEL SERVICE UNIT (“CSU”)

The equipment located at the customer's premises which terminates each 1.544 Mbps Digital Loop and performs such functions as proper termination of facilities, regeneration of signals, recognition and correction of signal format errors and provides remote loop-back capability.

COLLEGE

An establishment for higher education authorized to confer degrees where lodging for the students is maintained on the premises.

COMMUNICATIONS SYSTEMS

Channels and other facilities which are capable of two-way communications between subscriber-provided terminal equipment or Telephone Company stations, even when not connected to exchange and message toll communications service.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

COMPANY

Hargray of Georgia, Inc., unless otherwise clearly indicated from the context.

COMMISSION

The Georgia State Public Service Commission.

CUSTOMER

The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

CUSTOMER PREMISES EQUIPMENT (CPE)

Equipment provided by the customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX, or other communication system.

DEFAULT ROUTING (“DR”)

When an incoming E911 call cannot be selectively routed due to an ANI failure, garbled digits or other causes, such incoming calls are routed from the E911 Control Office to a default PSAP. Each incoming E911 facility group to the Control Office is assigned to a designated default PSAP.

DEMARCATIION POINT

The physical dividing point between the Company's network and the customer.

DIAL PULSE (“DP”)

The pulse type employed by a rotary dial station set.

DIRECT INWARD DIAL (“DID”)

A service attribute that routes incoming calls directly to stations, by-passing a central answer point.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

DIRECT OUTWARD DIAL (“DOD”)

A service attribute that allows individual station users to access and dial outside numbers directly.

DIGITAL

A method of storing, processing and transmitting information through the use of distinct electronic or optical pulses that represent the binary digits (bits) 0 and 1. Digital transmission/switching technologies employ a sequence of discrete, individually distinct pulses to represent information, as opposed to the continuously variable signal of analog technologies.

DUAL TONE MULTI-FREQUENCY (“DTMF”)

The pulse type employed by tone dial station sets. (Touch tone)

EMERGENCY SERVICE NUMBER (“ESN”)

A unique code, assigned by the Company, used to define specific combinations of police, fire and/or ambulance jurisdictions, or any other authorized agency, which are designated by the customer.

E911 SERVICE AREA

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

E911 CUSTOMER

A governmental agency that is the customer of record and is responsible for all negotiations, operations and payment of bills in connection with the provision of E911 service.

ERROR

A discrepancy or unintentional deviation by the Company from what is correct or true. An “error”, can also be an omission in records.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

EXCHANGE

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

EXCHANGE ACCESS LINE

A central office line furnished for direct or indirect access to the exchange system.

EXCHANGE SERVICE

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

FINAL ACCOUNT

A customer whose service has been disconnected who has outstanding charges still owed to the Company.

FLAT RATE SERVICE

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

GROUND START

Describes the signaling method between the PBX/key system interface and the Company's switch. It is the signal requesting service.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

HANDICAPPED PERSON

A person who is legally blind, visually handicapped or physically handicapped, under the following definitions from the Federal Register (Vol. 35 #126 dated June 30, 1970).

Legally Blind – a person whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.

Visually Handicapped – a person whose visual disability, with correction and regardless of optical measurement with respect to legal blindness, are certified as unable to read normal printed material.

Physically Handicapped – a person who is certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitation, or a person whose disabling condition causes difficulty with hand and finger coordination and use of a coin telephone.

The term “Handicapped Person”, when used in connection with a person having a speech or hearing impairment which requires that they communicate over telephone facilities by means other than voice is defined below:

Hearing – a person with binaural hearing impairment of 60% or higher on the basis of the procedure developed by the American Academy of Otolaryngology (A.A.O.) as set forth in “Guide for Conservation of Hearing in Noise” 38-43, A.A.O., 1973; “guides to the Evaluation of Permanent Impairment” 103-107, American Medical Association, 1971.

Speech – a person with 65% or higher of impairment on the basis of the procedure recommended by the American Medical Association's Committee on Rating of Mental and Physical Impairment to evaluate speech impairment as to three categories: audibility, intelligibility and functional efficiency, as set forth in “Guides to the Evaluation of Permanent Impairment” 109-III, American Medical Association, 1971.

HOSPITAL

An establishment for treatment of human patients by members of the medical profession where lodging for the patients is maintained on the premises.

HOTEL

An establishment offering lodging with or without meals to the general public on a day-to-day basis.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

INCOMING SERVICE GROUP

Two or more central office lines arranged so that a call to the First line is completed to a succeeding line in the group when the first line is in use.

INTERFACE

That point on the premises of the subscriber at which provision is made for connection of facilities provided by someone other than the Company to facilities provided by the Company.

INTEROFFICE MILEAGE

The segment of a line which extends between the central offices serving the originating and terminating points.

INTERRUPTION

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

JOINT USER

A person, firm, or corporation which uses the telephone service of a subscriber as provided in Section 1 of the Tariff.

KILOBIT

One thousand bits.

LATA

Local Access and Transport Area. The area within which the Company provides local and long distance (“intraLATA”) service. For call to numbers outside this area (“interLATA”) service is provided by long distance companies.

LINK

The physical facility from the network interface on an end-user's or carrier's premises to the point of interconnection on the main distribution frame of the Company's central office.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

LEASED CHANNEL

A non-switched electrical path used for connection of equipment furnished by the subscriber to equipment furnished by the subscriber or the Company for a specific purpose.

LOCAL CALL

A call which, if placed by a customer over the facilities of the Company, is not rated as a toll call.

LOCAL CALLING AREA

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

LOCAL SERVICE

Telephone exchange service within a local calling area.

LOOP START

Describes the signaling between the terminal equipment or PBX/key system interface and the Company's switch. It is the signal requesting service.

LOOPS

Segments of a line which extend from the serving central office to the originating and to the terminating point.

MEGABIT

One million bits.

MESSAGE RATE SERVICE

A type of exchange service provided at a monthly rate with an additional charge for local calling based on the usage of the local network. One completed call is equal to one message.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

MOVE

The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

MULTI-FREQUENCY (“MF”)

An inter-machine pulse-type used for signaling between telephone company switches, or between telephone company switches and PBX/key systems.

MULTILINE HUNT

A method of call signaling by which a call placed to one number is subsequently routed to one or more alternative numbers when the called number is busy.

NETWORK CONTROL SIGNALING

The transmission of signals used in the telecommunications system which perform functions such as supervision (control, status and charging signals), address signaling (e.g. dialing), calling and called number identification, audible tone signals (call progress signals indicating re-order or busy conditions, alerting) to control the operation of switching machines in the telecommunications system.

NETWORK CONTROL SIGNALING UNIT

The terminal equipment furnished, installed and maintained by the Telephone Company for the provision of network control signaling.

NODE

The location to which digital channels are routed and where access is provided to such lines and associated equipment for testing.

PBX

A private branch exchange.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

PORT

A connection to the switching network with one or more voice grade communications channels, each with a unique network address (telephone number) dedicated to the customer. A port connects a link to the public switched network.

PREMISES

The space occupied by a customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

PRIVATE BRANCH EXCHANGE SERVICE

Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

PUBLIC ACCESS LINE SERVICE

Service providing facilities for a customer owned coin operated telephone (“COCOT”).

PUBLIC SAFETY ANSWERING POINT (“PSAP”)

An answering location for E911 calls originating in a given area. A PSAP may be designated as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; secondary PSAPs receive calls on a transfer basis only and generally serve as a centralized answering location for a particular type of emergency call.

RATE CENTER

A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

REFERRAL PERIOD

The time frame during which calls to a number which has been changed will be sent to a recording which will inform the caller of the new number.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

RESALE OF SERVICE

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without 'adding value') for profit.

SAME PREMISES

All space in the same building in which one subscriber has the right of occupancy, and all space in different buildings on contiguous property when occupied solely by the same subscriber. Foyers, hallways and other space for the common use of all occupants of a building are considered the premises of the operator of the building.

SELECTIVE ROUTING (“SR”)

A feature that routes an E911 call from a Central Office to the designated primary PSAP based upon the identified number of the calling party.

SERVING CENTRAL OFFICE

The central office from which local service is furnished.

SHARING

An arrangement in which several users collectively use communications service and facilities provided by a carrier, with each user paying a pro-rata share of the communication related costs.

STATION

Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

SUSPENSION

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

SYNCHRONOUS

Transmission in which there is a constant time interval between bits, characters or events.

T-1 SYSTEM

A type of digital carrier system transmitting voice or data at 1.544 Mbps. A T-1 carrier can handle up to 24 multiplexed 64 Kbps digital voice/data channels. A T-1 carrier system can use metallic cable, microwave radio or optical fiber as transmission media.

TELEPHONE CALL

A voice connection between two or more telephone stations through the public switched exchange system.

TELEPHONE GRADE LINES

Lines furnished for voice transmission or for certain signaling purposes.

TERMINATION OF SERVICE

Discontinuance of both incoming and outgoing service.

TIE LINE

A dedicated line connecting two switchboards or dial systems.

TOLL CALL

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

TONE DIAL SIGNALING (“TD”)

An electronic signal emitted by the circuitry of Touch-Tone-type push-button dials to represent a dialed digit.

SECTION 2 – EXPLANATION OF TERMS (Cont'd)

TWO-WAY

A service attribute that includes DOD for outbound calls and can also be used to carry inbound calls to a central point for processing.

USER

A customer, joint user, or any other person authorized by a customer to use service provided under this Tariff.

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SECTION 3 – GENERAL RULES AND REGULATIONS

3.1 USE OF FACILITIES AND SERVICE

3.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Due to technical and other limitations, the Company may not be able to offer all services in all areas.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.2 Limitations on Liability

a. Indemnification by Customer

The customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment 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 or the customer. In the event any such infringing use is enjoined, the customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

b. Customer-Provided Equipment

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by customer-provided equipment or premises wire.

c. Use of Facilities of Other Companies

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

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

## 3.1.3 Use Of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

## 3.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

## 3.1.5 Directory Errors

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- a. Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.1 USE OF FACILITIES AND SERVICE (Cont'd)

3.1.5 Directory Errors

- b. Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.
- c. Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the subscriber, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected.
- d. Credit Limitation: The total amount of the credit provided for the preceding paragraphs a, b, and c shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- e. Definitions: As used in Paragraphs a, b, c, and d above, the terms "error," "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular subscriber's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the subscriber on an incorrect street or in an incorrect community.
- f. Notice: Such allowances or credits as specified in Paragraphs a, b, and c above, shall be given upon notice to the Company by the subscriber that such error, mistake or omission has occurred; provided, however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the subscribers.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.2 MINIMUM PERIOD OF SERVICE

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.3 PAYMENT FOR SERVICE RENDERED

## 3.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

## 3.3.2 Applicant or Customer Deposit

## a. Definition of Applicant and Customer

For purposes of this subsection, an applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

## b. Establishment of Credit

1. 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. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.
2. A residential applicant will not be required to pay a deposit subject to the following rules:
  - a) If the residential applicant has been a customer of any Company for the same kind of service within the last three (3) 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 nonpayment. Applicants are encouraged to obtain a letter of credit from their previous serving Company.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

b. Establishment of Credit (Cont'd)

2. (Cont'd)

b) If the residential applicant furnishes in writing a satisfactory guarantee to secure payment of bills for the service required.

(1) The third party guarantor must be a customer of the Company and must have been a customer of the Company for at least one (1) year, and have established satisfactory credit in which no balance has been carried forward, and without having service disconnected for nonpayment of account, and without having more than two (2) occasions in which a bill was delinquent in the past twelve (12) consecutive months.

(2) The guaranty contract shall be on a form provided by the Company which shall include the Company's right to transfer charges from a defaulted bill of the customer from whom a deposit or Contract of Guaranty was required, to the guarantor's account or accounts and the further right to suspend the guarantor's service as provided in this Tariff.

(3) Unless otherwise agreed to by the guarantor, the guarantee shall be for the amount of the deposit the Company would normally seek on the applicant's account. The amount of the guarantee shall be clearly indicated on any documents or contracts of guaranty signed by the guarantor.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

b. Establishment of Credit (Cont'd)

2. (Cont'd)

c) If the residential applicant demonstrates a satisfactory credit rating by appropriate means including, but not limited to, the production of generally acceptable credit cards, letters of credit reference, the names of credit references which may be quickly and inexpensively contacted by the Company, or by ownership of substantial equity.

d) All applicants for permanent residential service who are sixty-five (65) years of age or older will be considered as having established credit if such applicant does not have an outstanding account balance with the Company or another telephone Company for the same telephone service which accrued within the last five (5) years.

3. An applicant for business service may be required to make a deposit if the credit of the applicant for service has not been established satisfactorily to the Company.

4. 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.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

c. Interests on Deposits

1. The Company shall pay interest on deposits at the rate specified by the Commission per annum. Interest on deposits shall accrue annually and, if requested, shall be annually credited to the customer by deducting such interest from the amount of the next bill for service following the accrual date.
2. After the customer has paid for twelve (12) consecutive bills for service without having had service discontinued for nonpayment or had more than one occasion in which a bill was not paid within the period prescribed by the regulations of the Company on file with the Commission, and the customer is not then delinquent in the payment of his bills, the Company shall annually and automatically refund the deposit plus accrued interest. Deposits maturing under this Section for refund and falling on other than the Company's normal annual refund date will be promptly returned to the customer upon request. If the customer has had service discontinued for nonpayment of his bill or had more than one past due bill for such period, the Company shall thereafter review the account every twelve (12) billings and shall promptly and automatically refund the deposit plus accrued interest after the customer has not had service discontinued for nonpayment of bill or had more than one such past due bill during the twelve (12) billings prior to any review and is not then delinquent in the payment of his bills.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

d. Deposit Required

1. When a permanent residential or business applicant does not meet the conditions listed in Section 3.3.2.b., a deposit will be required by the Company subject to the following rules:
2. Initial Deposit
  - a) The required initial deposit shall not exceed an amount equivalent to two and one-half months local service and the estimated call messages during a like period.
  - b) The Company may require an initial deposit from residential customers if the customer has been delinquent in paying a bill for telephone service on more than one occasion during the last twelve (12) consecutive months of service or if the customer's service was disconnected for nonpayment. The customer may furnish a satisfactory written guarantee to secure payment of bills, instead of paying a cash deposit.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

e. Information Provided With Deposits

At the time a deposit is required, the Company shall provide written information about deposits to applicants for, or customers of, business or residential service. This information will include:

1. The circumstances under which the Company may require a deposit, or request an additional deposit;
2. How a deposit is calculated;
3. The amount of interest paid on a deposit and how this interest is calculated; and
4. The time frame and requirement for return of the deposit to the customer.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

f. Interest on Deposits

Payment of interest to the customer shall be made annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The rate of interest to be paid on Customer deposits shall be paid at the rate prescribed by the Georgia Public Service Commission, payable annually for the time such deposits were held by the Company and the Customer was served by the Company. Such interest shall be calculated to December 1 of each year.

g. Records of Deposits

1. The Company will keep records to show:
  - a. The name and address of each depositor;
  - b. The amount and date of the deposit; and
  - c. Each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each applicant from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for four (4) years, during which time the Company will make a reasonable effort to return the deposit.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

h. Refund of Deposit:

1. If service is not connected or after disconnection of service, the Company will promptly and automatically refund the customer's deposit plus accrued interest or 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 where refund of the deposit is concerned.
2. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twelve (12) consecutive business billings without having service disconnected for non-payment of bill and without having more than two occasions in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, the Company will promptly and automatically refund the deposit plus accrued pro rated interest for the year at a rate prescribed by the Georgia Public Service Commission in the form of cash or a credit to a customer's bill, or void any guarantee of payment and return any documents or contracts of guarantee to the guarantor. If the customer does not meet these refund criteria the deposit or contract of guarantee may be retained.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED

3.3.2 Applicant or Customer Deposit

i. Complaint by Applicant or Customer

The Company directs its employees engaged in initial contact with an applicant or customer seeking to establish or re-establish credit, to inform the customer, if dissatisfaction is expressed with the Company's decision, of the customer's right to file a complaint with the Commission.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

## 3.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

## 3.3.3 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.3 PAYMENT FOR SERVICE RENDERED (Cont'd)

3.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge.

MAXIMUM RATE

Per Occasion                      \$25.00

3.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the due date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff. The late payment charge will only be applied to unpaid balances greater than \$20.00.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.4 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.5 TELEPHONE SURCHARGES, TAXES AND FEES (C)

3.5.1 Surcharges (C)

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges may apply to the customer's monthly bill statement.

3.5.2 Provision for Certain Local Taxes and Fees (N)

- a. When any municipality, other political subdivision, local agency of government, or Georgia Public Service Commission, imposes upon and collects from the Company an occupation tax, license tax, permit fee, franchise fee, regulatory fee, or any other similar fee or tax that is appropriately passed through to the customer. Such taxes and fees shall, insofar as practicable, be billed pro rata to the Hargray of Georgia, LLC customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.
- b. The Company 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 include, 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 the Company's services.

(N)

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE

3.6.1 Suspension or Termination for Nonpayment

a. Non-payment Service Interruption

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

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

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.6.1 Suspension or Termination for Nonpayment (Cont'd)

a. Non-payment Service Interruption (Cont'd)

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

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.6.1 Suspension or Termination for Nonpayment (Cont'd)

a. Non-payment Service Interruption (Cont'd)

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

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.6.1 Suspension or Termination for Nonpayment (Cont'd)

b. Disconnection With Notice

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

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

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

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

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.6.1 Suspension or Termination for Nonpayment (Cont'd)

d. Insufficient Grounds for Disconnection

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

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

e. Disconnection on Holidays or Weekends

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

f. Abandonment of Service

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

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.6 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

3.6.2 Termination of Service

a. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated in the paragraph below for termination of service by the customer apply.
2. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 4.5.4 of this Tariff.

b. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.7 ADDITIONAL PROVISIONS APPLICABLE TO BUSINESS CUSTOMERS (Cont'd)

3.7.1 Telephone Number Changes

When a business customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any customer. The customer may order a Customized Number where facilities permit for an additional charge as specified in Section 4.6 of this Tariff.

When service in an existing location is continued for a new customer, the existing telephone number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

3.7.2 Deposits

Deposits will be returned to a business customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the customer.

3.7.3 Dishonored Checks

If a business customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS

3.8.1 Application of Rates

Residential rates as described in Section 6 apply to service furnished in private homes or apartments (including all parts of the customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations if there is an extension line from the residential location to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the customer, members of the customer's domestic establishment, and joint users.

3.8.2 Telephone Number Changes

When a residential customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The customer may order a Customized Number where facilities permit for an additional charge as specified in Rate Schedule of this Tariff.

When service in an existing location is continued for a new customer, the existing number may be retained by the new customer only if the former customer consents in writing, and if all charges against the account are paid or assumed by the new customer.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.8 ADDITIONAL PROVISIONS APPLICABLE TO RESIDENTIAL CUSTOMERS (Cont'd)

3.8.3 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- a. the customer is known to or identified to the Company as being blind or disabled,
- b. the customer is 62 years of age or older, and all other residents of the customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where service has been suspended or terminated and the Company subsequently learns that the customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact in person an adult resident at the customer's premises for the purpose of devising a payment plan.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.9 AUTOMATIC NUMBER IDENTIFICATION

3.9.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- e. Telephone Corporations must make reasonable efforts to adopt and apply procedures designed to provide reasonable safeguards against the aforementioned abuses of ANI.

SECTION 3 – GENERAL RULES AND REGULATIONS (Cont'd)

3.9 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

3.9.1 Regulations (Cont'd)

- f. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

3.10 COUNTY-WIDE CALLING PLAN

Pursuant to O.C.G.A. Section 46-5-25.1, all calls originating and terminating within the same county are toll free.

3.11 0 – 16 MILE BAND RESTRICTION

Pursuant to O.C.G.A. Section 46-2-25.2, all calls originating and terminating between central offices that are within 16 miles of each other are toll free.

3.12 0 – 22 MILE BAND RESTRICTION

Pursuant to O.C.G.A. Section 46-2-25.3, selected routes originating and terminating between central offices that are within 22 miles of each other are toll free.

3.13 UNIVERSAL ACCESS FUND (UAF)

The company agrees to comply with and participate in the requirements of the UAF, developed by the Georgia Public Service Commission, as mandated in the Telecommunications and Competition Act of 1995 (O.C.G.A. § 46-5-160 and O.C.G.A. § 46-5-167).

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**SECTION 4 – SERVICE CONNECTION CHARGES**

**4.1 GENERAL**

- 4.1.1 The term “Service Connection Charge” is used to define the charge applying to the establishment of service for a customer.
- 4.1.2 Service connection charges do not apply to private line facilities, i.e., circuits not connected with the central office for exchange or toll service; but installation charges are applied in accordance with the provisions and rates specified elsewhere in this tariff.
- 4.1.3 Service connection charges may be payable at the time of application for the particular service or facility, and prior to the establishment of service. Service may be established in advance of the payment of the service connection charges for addition to the services of existing and also in the case of service for departments and agencies of Federal, State, County, and Municipal Governments.

**4.2 APPLICABLE SERVICE CONNECTION CHARGES**

The service connection charges specified in the Tariff do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the subscriber nor do they contemplate work begun being interrupted by the subscriber. If the subscriber requests overtime labor being performed or interrupts work once begun, a charge in addition to the specified charges will be made equal to the additional cost involved.

Service charges are not applicable to removal of service or equipment.

- 4.2.1 Service Ordering Charge: Receiving, recording, and processing information necessary to execute a customer’s request for service or change in service.
- 4.2.2 Central Office Charge: Performing all or part of the work associated with the connection of a central office access line. This includes connections or changes in the central office, cable, or drop wire up to the network interface.

SECTION 4 – SERVICE CONNECTION CHARGES (Cont'd)

4.2 APPLICABLE SERVICE CONNECTION CHARGES (Cont'd)

4.2.3 Tel-Touch Service: Installing or changing facilities to provide Tel-Touch Calling Service.

4.2.4 Premise Visit Charge: Traveling to the customer’s premises to perform any work involving line connection, to the network interface.

4.2.5 Restoration Charge: Restoring service after a temporary disconnection.

4.3 MAINTENANCE OF SERVICE CHARGE, CUSTOMER OWNED EQUIPMENT

The customer shall be responsible for the payment of Company charges for visits by the Company to the customer’s premises where a service difficulty of trouble report results from customer-provided equipment and facilities. Repairs to CPE at the customer’s request will be done on a deregulated basis.

4.4 RATES AND CHARGES

	<u>MAXIMUM RATE</u>	
	<u>Residential</u>	<u>Business</u>
Service Order Charge	\$50.00	\$50.00
C.O. Line Connection	\$50.00	\$50.00
Premise Visit	\$50.00	\$50.00
Restoration Charge	\$50.00	\$50.00

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SECTION 5 – LOCAL CALLING AREAS

5.1 WITHIN THE BASE RATE AREA COMPRISING:\*

Pooler

5.2 LOCAL CALLING AREA\*

Exchange

Exchanges in Local Calling Area

Pooler

Ellabelle, Guyton, Keller, Pembroke, Richmond Hill,  
Rincon, Savannah, South Guyton, Springfield, Tybee Island

\* The base rate areas and local calling areas will be updated as Hargray of Georgia, LLC prepares to enter new areas. These updates will be sent to the Georgia Public Service Commission for approval.

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SECTION 6 – LOCAL EXCHANGE SERVICE

6.1 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 800 NPA; and access 911 service for emergency calling; and
- d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

SECTION 6 – LOCAL EXCHANGE SERVICE (Cont'd)

6.1 RESIDENTIAL LOCAL EXCHANGE SERVICE (Cont'd)

6.1.1 Residential Service Descriptions

The following Residential Local Exchange Service Options are offered:

Residential Flat Rate Service

All Residential Local Exchange Service may be connected to customer-provided terminal equipment such as station sets or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only. Charges for Residential Local Exchange Service include a nonrecurring service connection charge and a monthly recurring charge for each line.

SECTION 6 – LOCAL EXCHANGE SERVICE (Cont'd)

6.1 RESIDENTIAL LOCAL EXCHANGE SERVICE (Cont'd)

6.1.1 Residential Service Descriptions (Cont'd)

a. Flat Rate Service

1. Description

Flat Rate Service provides the customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Service to points within the local calling area is included in the charge for Flat Rate Service. Local calling areas are as specified in Section 5.

Each Flat Rate Service line corresponds to a single, analog, voice-grade channel that can be used to place or receive one call at a time. Flat Rate Service lines are provided for connection to a single, customer-provided station set or facsimile machine.

Each Flat Rate Service Line has the following characteristics:

Terminal Interface: 2-wire

Signaling Type: Loop Start

Pulse Type: Dual Tone Multi-Frequency (DTMF)

Directionality: Two-way, In-Only, or Out-Only, as specified by the customer.

SECTION 6 – LOCAL EXCHANGE SERVICE (Cont'd)

6.1 RESIDENTIAL LOCAL EXCHANGE SERVICE (Cont'd)

6.1.1 Residential Service Descriptions (Cont'd)

b. Rates and Charges

Rates and charges for Residential Local Exchange Service are contained in the Rate Schedule at the end of this tariff. In addition to the basic charges for Residential service, connection charges apply as described in Section 4 of this tariff.

c. Residential Bundled Service Packages

In addition to Flat Rate Service, the Company will offer various 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.

SECTION 6 – LOCAL EXCHANGE SERVICE (Cont'd)

6.2 BUSINESS LOCAL EXCHANGE SERVICE

Business Local Exchange Service provide a business 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 service such as 800 NPA; and access 911 service for emergency calling; and
- d. access the service of providers of interexchange service. A customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive 800 service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (101XXXX).

Business Local Exchange Service is provided via one or more channels terminated at the customer's premises. Each Business Local Exchange Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Connection charges as described in Section 4 apply to all service on a one-time basis unless waived pursuant to this Tariff.

SECTION 6 – LOCAL EXCHANGE SERVICE (Cont'd)

6.2 BUSINESS LOCAL EXCHANGE SERVICE

6.2.1 Business Service Descriptions

The following Business Access Service Options are offered:

Basic Business Line Service  
PBX Trunks

Basic Business Line Service and Analog PBX trunks are offered on a flat rate basis only.

All Business Local Exchange Service may be connected to customer-provided terminal equipment such as station sets, key systems, PBX systems, or facsimile machines. Service may be arranged for two-way calling, inward calling only or outward calling only.

SECTION 6 – LOCAL EXCHANGE SERVICE (Cont'd)

## 6.2 BUSINESS LOCAL EXCHANGE SERVICE (Cont'd)

## 6.2.1 Business Service Descriptions (Cont'd)

## a. Basic Business Line Service

## 1. General

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

Each Basic Business Line has the following characteristics:

Terminal Interface:	2-wire
Signaling Type:	Loop start
Pulse Types:	Dual Tone Multifrequency (DTMF)
Directionality:	Two-Way, In-Only, or Out-Only, at the option of the customer

## b. 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 telephone service, cable television service, and high speed internet access.

SECTION 6 – LOCAL EXCHANGE SERVICE (Cont'd)

6.3 RATES AND CHARGES

6.3.1 Residential Flat Rate Service

	<u>Rates</u>
Nonrecurring Connection Charge:	\$30.00
Monthly Recurring Charges:	
- Each Service Line	\$34.99

6.3.2 Basic Business Line Service

Nonrecurring Connection Charge:	\$30.00
Monthly Recurring Charges:	
- Each Service Line	\$49.99

Note: The preceding rates and charges are in addition to any other applicable rates and charges in other sections of this tariff.

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SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.1 SERVICE AND PROMOTIONAL TRIALS

7.1.1 General

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce a present or potential customer to a service not previously subscribed to by the customer.

7.1.2 Regulations

- a. Appropriate notification of the Trial will be made to all eligible customers and to the Commission. The Commission will be given a thirty (30) day notice for promotional programs. Appropriate notification may include direct mail, bill inserts, broadcast or print media, direct contact or other comparable means of notification.
- b. During a Service Trial, the service(s) is provided automatically to all eligible customers, except those customers who choose not to participate. Customers will be offered the opportunity to decline the trial service both in advance and during the trial. A customer can request that the designated service be removed at any time during the trial and not be billed a recurring charge for the period that the feature was in place. At the end of the trial, customers that do not contact the Company to indicate they wish to retain the service will be disconnected from the service at no charge.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.1 SERVICE AND PROMOTIONAL TRIALS (Cont'd)

7.1.2 Regulations (Cont'd)

- c. During a Promotional Trial, the service is provided to all eligible customers who ask to participate. Customers will be notified in advance of the opportunity to receive the service in the trial for free. A customer can request that the service be removed at any time during the trial and not be billed a recurring charge for the period that the service was in place. At the end of the trial, customers that do not contact the Company will be disconnected from the service.
- d. Customers can subscribe to any service listed as part of a Promotional Trial and not be billed the normal Connection Charge. The offering of this trial period option is limited in that a service may be tried only once per customer, per premises.
- e. The Company retains the right to limit the size and scope of a Promotional Trial.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.2 DIRECTORY ASSISTANCE SERVICE

7.2.1 General

A customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

7.2.2 Regulations

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- a. Requests in which the Directory Assistance operator provides an incorrect number. The customer must inform the Company of the error in order to receive credit.

7.2.3 Rates and Charges

	<u>MAXIMUM RATE</u>
Per Query	
IntraLATA	\$0.95
InterLATA	\$1.49
Call Completion	\$1.00

7.3 TOLL RESTRICTION SERVICE (T)

Toll Restriction Service will be provided at the request of the customer and will allow an exchange access line to be restricted to Local Exchange Access only. (T)

MAXIMUM RATE

\$2.00 per month per line restricted

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.4 MISCELLANEOUS FEATURES

7.4.1 General

Custom Calling Services are enhanced service offering.

7.4.2 Description of Features

a. Anonymous Call Rejection

Anonymous Call Rejection allows a customer with Calling Number Delivery to block any incoming call which does not come through with an identifiable name or number.

b. Automatic Recall

The Automatic Recall stores the number of the most recent incoming call (including unanswered incoming calls) to a customer's number. This allows a customer to dial back any missed or unanswered telephone calls.

c. Automatic Redial

The Automatic Redial feature allows a customer to automatically redial the last number dialed. This is accomplished by the customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the customer.

The Automatic Redial feature also allows customers, having reached a busy number, to dial a code before hanging up. Automatic Redial feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the call is automatically redialed and the customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be Automatically Redialed:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.4 MISCELLANEOUS FEATURES

7.4.2 Description of Features (Cont'd)

d. Call Forwarding

Call Forwarding, when activated, redirects attempted terminating calls to another customer-specific line. The customer may have to activate and deactivate the forwarding function and specify the desired terminating telephone number during each activation procedure. Call originating ability is not affected by Call Forwarding.

The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the customer with the Call Forwarding is billed for the forwarded leg of the call.

Call Forwarding - Busy automatically reroutes an incoming call to a customer predesignated number when the called number is busy.

Call Forwarding - Don't Answer automatically reroutes an incoming call to a customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

Call Forwarding - Variable allows the customer to choose to reroute incoming calls to another specified telephone number. The customer must activate and deactivate this feature.

e. Caller ID Plus (T)

The Caller ID Plus feature allows a customer to see a caller's name and number previewed on a display screen before the call is answered allowing a customer to prioritize and or screen incoming calls. Caller ID Plus records the name, number, date and time of each incoming call - including calls that aren't answered by the customer. Caller ID Plus service requires the use of specialized CPE not provided by the company. It is the responsibility of the customer to provide the necessary CPE. (T)

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.4 MISCELLANEOUS FEATURES

## 7.4.2 Description of Features (Cont'd)

## f. Distinctive Ringing

Distinctive Ringing provides a distinctive ringing pattern to the subscribing customer for up to six specific telephone numbers. The customer creates a screening list of up to six telephone numbers. When a call is received from one of the predetermined telephone numbers, the customer is alerted with a distinctive ringing pattern (short, long, short). Calls from telephone numbers not included on the screening list will produce a normal ring.

The screening list may be edited and revised at the customer's discretion.

If the customer subscribes to Call Waiting and a call is received from a telephone number on the Distinctive Ringing screening list while the line is in use, the Call Waiting tone will also be distinctive.

When a telephone number on the Distinctive Ringing screening list also appears on the Preferred Call Forwarding list, the Preferred Call Forwarding will take precedence. Likewise, when the same number is shown on the Call Block list, the call will be blocked.

A customer's line will not produce a distinctive alert if the calling line is not referenced to and originated by the main telephone number, or a Telephone Number identified number that represents all the lines in a collection of lines, such as multi-line hunt groups.

## g. Call Waiting/Cancel Call Waiting

Call Waiting provides a tone signal to indicate to a customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the customer disconnects from the call.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.4 MISCELLANEOUS FEATURES

7.4.2 Description of Features (Cont'd)

- h. Regular Multiline Hunt (T)

This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

- i. Speed Calling 8, Speed Calling 30

This feature allows a user to dial selected numbers using one or two digits. Up to eight numbers (single digit, or thirty numbers with two digits) can be selected.

- j. Three-Way Calling

Three-Way Calling allows a station user to add a third party to the existing call, enabling a simultaneous conference between parties at multiple locations. If multiple parties of the conversation subscribe to this service, each may establish an additional line, to a maximum of six lines.

- k. Message Waiting Indication

Message Waiting Indication is a feature that enables end users to receive Message Waiting Indication on their lines. An audible alerting signal (stutter dial tone) on the end user line notifies the end user that a message is waiting.

- l. Calling Number Delivery Blocking

Calling Number Delivery Blocking enables customers to prevent the transmission of their Directory Number on all outgoing calls placed from the customer's line. This feature is in operation on a continuous basis. A service order is required to establish or remove this feature.

(D)  
|  
(D)

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.4 MISCELLANEOUS FEATURES (Cont'd)

7.4.2 Description of Features (Cont'd)

m. Caller ID Deluxe

This feature enables the customer to view on a display unit, the calling party Directory Number or Directory Name and Number on incoming telephone calls when the customer's line is in use.

The Caller ID Deluxe feature includes the Call Waiting and Caller ID Plus features.

n. Additional Number Distinctive Ring

This feature will allow customers to have more than one telephone number on the same line. A distinctive ringing pattern will identify the called party (number). If a subscriber has Call Waiting, a distinctive tone will be heard when the additional line has an incoming call.

o. Selective Call Rejection

This feature will allow the subscriber to define a list of calling Directory Numbers to be screened. Any calling numbers on this list will be routed to announcements and rejected. All other calls will be treated normally. The calling party on the rejection list will receive an announcement stating the call is not presently being accepted by the called party.

(N)

(N)

(M)

(M)

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.4 MISCELLANEOUS FEATURES (Cont'd)

7.4.3 Connection Charges

Connection charges may apply when a customer requests connection to one or more features. Orders requested for the same customer account made at the same time for the same premises will be considered one request. These charges may not apply if the features are ordered at the same time as other work for the same customer account at the same premises. These charges are described in the Rate Schedule of this tariff.

(M)  
|  
(T)

7.4.4 Trial Period

The Company may elect to offer a free or reduced rate trial of any new calling feature(s) to prospective customers within 90 days of the establishment of the new feature. See Section 7.1, Service and Promotional Trials.

(M)

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.4 MISCELLANEOUS FEATURES (Cont'd)

7.4.5 Rates and Charges

	<u>MAXIMUM RATES</u>		(M)
	<u>Residential</u>	<u>Business</u>	
Regular Multiline Hunt, per line	\$50.00 per month	\$50.00 per month	(T)
Automatic Redial	\$10.00 per month	\$15.00 per month	(T)
	\$ 5.00 per activation	\$ 5.00 per activation	
Automatic Recall	\$15.00 per month	\$20.00 per month	(T)
	\$ 5.00 per activation	\$ 5.00 per activation	
Connection Charge	\$75.00	\$100.00	(M)

	<u>MAXIMUM RATE</u>		
	<u>Residential</u>	<u>Business</u>	
Per Line, Per Month:			
			(M)
- Call Forwarding	\$15.00	\$ 15.00	
- Call Waiting/Cancel Call Waiting	\$15.50	\$ 15.00	
- Distinctive Ringing	\$15.00	\$ 15.00	
- Speed Calling			
8 Number List	\$15.00	\$ 15.00	
30 Number List	\$15.00	\$ 15.00	
- Caller ID Plus	\$15.00	\$ 15.00	(T)
- Message Waiting Indication	\$10.00	\$ 10.00	
- Three-Way Calling	\$15.00	\$ 15.00	(T)
- Caller ID Deluxe	\$15.00	\$ 15.00	(N)
- Additional Number Distinctive Ring	\$15.00	\$ 15.00	(N)
- Selective Call Rejection	\$15.00	\$ 15.00	(N)
- Anonymous Call Rejection	\$15.00	\$ 15.00	(N)
- Calling Number Delivery Blocking	No Charge	No Charge	(N)

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.5 DIRECTORY LISTINGS

7.5.1 Provision of Directory Listings

- a. These rates and regulations for directory listings apply only to the information records and the alphabetical section of the directory containing the regular alphabetical list of names of customers.
- b. Listings are regularly provided in connection with all local service unless the customer subscribes to Non-Published Number Service.
- c. Directory listings are provided to aid in the use of telephone service through the identification of customers' telephone numbers. Special arrangements of names is not contemplated, nor any form of listing which does not facilitate use of directory service, is otherwise objectionable, or is unnecessary for purposes of identification.
- d. A listing must conform to the Company's specifications with respect to its directories.
- e. The Company has the right to limit the length of any listing to one line in the directory by the use of abbreviations when the clearness of the listing or the identification of the customer is not impaired thereby.
- f. The contract period for directory listings where the primary or additional listing appears in the directory is the directory period.
- g. Non-published service is provided by the Company. This is a type of service where the customer's number is not included in the published directory, but is included in the information records and is provided by the directory assistance operator upon request.

7.5.2 Primary Directory Listings

- a. Number of Listings Provided Without Charge

Except as provided in this Tariff, one primary listing is provided without extra charge for each main service or for the first number in a group, when two or more main station lines are consecutively operated.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.5 DIRECTORY LISTINGS (Cont'd)

## 7.5.2 Primary Directory Listings (Cont'd)

## b. Business Listings

Business listings consist of a name, a designation descriptive of the customer's business, the address of the premises at which service is rendered, and the telephone number. Business designations (e.g., ofc., atty., M.D., etc.) may be used when appropriate. The primary listing is ordinarily the name of the individual, firm or corporation which contracts for the service or the name under which a business is regularly conducted. Where the service is contracted for by one party for the use of a second party, the primary listing may be the name of the second party.

## c. Residence Listings

1. Residence listings consist of a name or dual names, the address of the premises at which service is rendered and the telephone number. The primary listing is ordinarily the name or dual names of customers who apply for the service, but the listing may be in the name of a second party designated by the customer.

2. Any listing other than an individual name will be considered a business service listing, except as specified in this Tariff.

3. Dual name listings are available only for residence subscribers who share the same surname and reside at the same address, or where a person is known by two first names. Dual name listings may be provided as the primary listing at no recurring charge or as an additional listing at the regular residential additional listing rate.

d. At the customer's option, either the street address or post office box number may be listed. An Additional Listing Charge will be due if the customer desires both listings.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.5 DIRECTORY LISTINGS (Cont'd)

7.5.3 Additional Directory Listings

a. General

1. The regular extra listing rates and conditions apply to each regular or special type of additional listing ordered by the customer.
2. Charges for additional listings begin on the date the information records are posted and are payable monthly in advance.
3. Additional listing charges are automatically discontinued upon termination of the main service.
4. Additional listings will have the same address as the primary listing. However, when, in the opinion of the Company, it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, the following exceptions may be allowed:
  - a. A listing may be permitted under the address of a Private Branch Exchange (PBX) station or extension station installed on the premises of the customer, even though that address is different from that of the switchboard or main station using the telephone number of the primary listing.
  - b. Where a building has more than one entrance, the customer may have an additional listing showing the address of an entrance other than that included in the primary listing.
5. Additional residence-type listings may be provided in the names of permanent guests or tenants of hotels, motels and apartment houses equipped with key or PBX systems, provided that written approval is obtained in advance from the hotel, motel or apartment house involved. In such circumstances:
  - a. Business additional listing rates apply; and
  - b. No separate billing will be issued.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.5 DIRECTORY LISTINGS (Cont'd)

## 7.5.3 Additional Directory Listings (Cont'd)

## b. Special Types of Additional Listings

## 1. Duplicate and Reference Listings

Listings of nicknames, abbreviated names, re-arrangements of names, names which are commonly spelled in more than one way, and other names by which customers are known are permitted when, in the opinion of the Company, they are necessary for the proper identification of the customer, they are not desired to secure a preferential position in the directory, or when they are not for advertising purposes. Cross-reference listings are permitted when their use will facilitate the handling of telephone calls.

## 2. Alternate Listings

a. Listing of an alternate telephone number to be called in case no answer is received is permitted for customers to all classes of service.

b. The alternate number may be a number that is not the requesting customer's number. In such case, the written consent of the customer to the alternately listed service must be obtained before the alternate listing is furnished.

## 3. Foreign Listings

Foreign listings are listings appearing in a directory other than the directory for which local service is furnished. The minimum contract period for which charges will apply will be the remaining period that the directory will be used. These charges will be paid annually in advance.

## 4. Indented Residence Listings

Additional listings may be furnished for the customer's or their employees' residence telephones. These additional listings will be indented under the listing of the business with which they are associated. In such cases, the party in whose name the indented residence listing is shown must have a residence primary listing or additional listing in the same name. Such listings are furnished at the rate and under the regulations specified for additional listings.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.5 DIRECTORY LISTINGS (Cont'd)

7.5.3 Additional Directory Listings (Cont'd)

b. Special Types of Additional Listings (Cont'd)

5. Listings of Residence Under Business Service

Additional listings of residences may be furnished under business service, provided the business and residence establishments are at the same address and are under the same roof. The additional listing must be in the name of the customer, a member of his/her immediate family, or of an employee or representative of the customer.

6. Extra Lines of Information

Listings of other information which are not required in order to efficiently handle telephone traffic is not included in the charges for service. For example, such other information may be the office hours of a business. The Company may, at its discretion, accept listings of such miscellaneous information at the rates for special types of additional listings.

7.5.4 Non-Published Number Service

a. General

1. Non-Published Number Service provides for the omission or deletion of a customer's telephone number listing from the Company's directories.
2. In the absence of gross negligence or willful misconduct, the Company assumes no liability for publishing a non-published telephone number. Where such number is published in the directory, the Company's liability shall be limited to a refund of the Company's monthly charges applicable to Non-Published Service.
3. The customer indemnifies and saves the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by refusing to disclose a non-published telephone number upon request, or by the publication of a number of a non-published telephone number in the telephone directory, or disclosing of such number to any person.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.5 DIRECTORY LISTINGS (Cont'd)

7.5.4 Non-Published Number Service

a. General (Cont'd)

4. The rate for Non-Published Service does not apply to:
  - a. Additional service furnished to the same customer who has other service listed in the directory at the same address.
  - b. To a customer living in a hotel, hospital, retirement complex, apartment house, boarding house, or club if the customer is listed under the telephone number of the Private Branch Exchange, Centrex or Paystation Service furnished to such establishments.
  - c. Service which is installed for a temporary period.
5. A customer residing in an E911 Service district forfeits the privacy afforded by Non-Published Service to the extent that the customer's name, telephone number and the address associated with the service location are furnished to the E911 service administrator, E911 public safety answering point (PSAP) or E911 service database.

7.5.5 Non-Listed Number Service

- a. A non-listed telephone number is one for which no listing appears in the alphabetical section of the directory. The number is listed in the information records and is given out upon request.
- b. A Service Connection Charge, as stated in Section 4.1 of this Tariff, applies to the establishment or change of non-listed telephone numbers.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.5 DIRECTORY LISTINGS (Cont'd)

7.5.6 Liability For Directory Listing Service

a. General

1. The Company shall not be liable for any error, omission, or other failure in connection with directory listings furnished without additional charge. The customer agrees to hold the Company free and harmless from any claims, losses, damage, or liability which may result from such error, omissions, or other failures.
2. The liability, if any, of the Company for any error, omission, or other failure in connection with directory listings furnished at an additional charge shall in no event exceed the charge for that listing during the effective life of the directory in which the error or omission is made.
3. In accepting listings as prescribed by applicants or customers, the Company will not assume liability for the result of their publication in its directories nor will the Company be a party to controversies arising between customers or others as a result of listings published in its directories.

7.5.7 Rates and Charges

a. Recurring Monthly Rate

	<u>MAXIMUM RATES</u>
Primary Service Listing	\$10.00
Additional Name Listings in alphabetical section only	\$10.00
Non-listed Telephone Number per listing	\$10.00
Non-published Telephone Number per listing	\$10.00

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.5 DIRECTORY LISTINGS (Cont'd)

7.5.7 Rates and Charges (Cont'd)

b. Service Charges

1. See Section 4 of this Tariff for applicable Connection Charges. A Connection Charge applies for additions or changes in directory listings.
2. When directory listings are ordered at the same time as the initial installation of local access line service no additional Service Charges will be applied for the directory listing(s).

7.5.8 Provision and Ownership of Directories

One copy of local directories shall be distributed per access line, without charge. Additional directories including replacement of mutilated or destroyed directories will be furnished at the discretion of the Company at a reasonable rate.

Telephone directories shall be issued approximately every twelve (12) months. The Company issues directories to assist in furnishing prompt and efficient service. The Company does not guarantee to its customers correct listings therein. Every precaution is taken to prevent errors in, and omissions of, directory listings. The Company's liability for damages arising from errors or omissions in making up or printing of its directories is addressed in Section 3.1.5 of this Tariff.

If a customer's number is incorrectly listed in the directory, and if the incorrect number is a working number, and if the customer to whom the incorrect number is assigned requests, the number shall be changed at no charge. If the incorrect number is not a working number but is a usable number, the customer's number shall be changed to the listed number at no charge, if requested.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.6 THREE-DIGIT DIALING SERVICE (N11)

## 7.6.1 General

- a. Three-Digit Dialing Service hereinafter (N11 Service) is a three-digit local dialing arrangement with Hargray of Georgia, Inc., for delivery of general information via voice grade facilities. N11 Service provided under this Section 7.6 is limited to Customers who have received an allocation of an N11 code from the Georgia Public Service Commission in accordance with the procedures under Section 7.6.2.A of this Tariff. Specific uses of N11 codes as described in Section 7.6.1.C are not N11 Services provided under this Tariff Section 7.6.
- b. The Local Calling Area of the N11 Service subscriber will be the Basic Local Calling Areas defined in Section 5 of this Tariff, as facilities permit.
- c. N11 Service will be assigned for commercial use in each Local Calling Area, only in those instances where the code has not been requested by an entity as defined by the Federal Communications Commission in CC Docket 92-105 for specific uses. The specific uses are as follows:
  - 211 – access to community information and referral services
  - 311 – access to non-emergency police and other governmental agencies
  - 411 – directory assistance
  - 511 – access to travel information services
  - 611 and 811 – access to service repair and business office uses of all providers of telephone exchange service
  - 711 – access code to Telephone Relay Services (TRS)
  - 911 – access to emergency servicesWith these assignments, non-commercial use of 211, 511 and 711 will be provided as specified in, respectively, Section 7.7, Section 7.8 and Section 7.9 of this Tariff. In addition, guidelines for reassignment of N11 codes are defined in Section 7.6.2.A. following.
- d. Only one N11 number will be assigned to an N11 subscriber or its affiliates, per Local Calling Area.
- e. N11 Service is available in Hargray of Georgia, Inc.'s Local Calling Areas only where Hargray of Georgia, LLC provides facilities-based switching of local calls to its subscribers. For Hargray of Georgia, LLC subscribers served by resale of an incumbent local exchange carrier (ILEC) local exchange service, the N11 Service applicable to Hargray of Georgia, Inc.'s subscriber will be that provided, if any, by the ILEC for the subscriber's Local Calling Area and this tariff section shall not apply. To provide access to an N11 number to end users in the local calling area of another local exchange carrier or to another local exchange carrier's end user within the local calling area, the N11 subscriber must make appropriate arrangements with the other local exchange carrier.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

## 7.6.1 General (Cont'd)

- f. N11 Service can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.) or via a 10-digit toll free number.
- g. Calls to an N11 number delivered by the Company to a 7 or 10-digit local number designated for the N11 Service shall not be forwarded to a number that is not within the Local Calling Area of the exchange for which the N11 Code has been assigned by the Company.
- h. N11 Service provided by the Company is not available for resale.
- i. This service is furnished subject to the availability of N11 numbers.
- j. Limitations and use of service as stated in Section 3 of this Tariff apply.
- k. Calls to a disconnected N11 number will be routed to intercept over the announcement facilities for a maximum of 60 days, when the N11 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.
- l. Directory Listings may be provided for N11 Service at rates and regulations as specified in Section 7.5 of this Tariff. The phrase "Charges May Apply" will be included in the N11 Service listing at no additional charge.
- m. Access to N11 Service is not available to the following classes of service:
  - Payphone Service Provider Telephones (PSP's)
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Wireless

Operator assisted calls to an N11 subscriber will not be completed.

- n. N11 Service will not provide calling number information in real time to the N11 subscriber. If the N11 subscriber needs this type of information, the N11 subscriber must subscribe to a compatible Caller I.D. service in Section 7.4 of this Tariff, as available.
- o. The N11 subscriber is restricted from selling or transferring the N11 number to an unaffiliated entity, either directly or indirectly, unless pursuant to an order of the Commission.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.1 General (Cont'd)

- p. If an N11 subscriber becomes an affiliate of or is acquired by another N11 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one N11 number within six months of the merger or acquisition.
- q. If Local Calling Areas are merged, and an N11 number exists in both areas, the N11 subscriber who established the N11 Service first in time will be entitled to retain the N11 Service in the merged Local Calling Area.
- r. The N11 subscriber is prohibited from providing programming which involves live group interaction, such as “GAB” lines, “chat” lines, or similar type programs where the primary purpose is for callers to interact with one another.

7.6.2 Service Requirements and Conditions

- a. All requests for N11 Service must be submitted in writing to the Georgia Public Service Commission. The Commission will allocate N11 Service numbers in the specified Local Calling Areas.
- b. Within 30 calendar days of the number assignment, the N11 subscriber must initiate a service request order, which will determine the subscriber’s provisioning date. The Company will provision the subscriber’s request within a reasonable time, given the complexity of the order. The N11 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

If, during or at the end of a 90-day period following the number assignment, the N11 subscriber has failed to establish service or decides to discontinue service establishment, the N11 number will be recalled and the number will be considered available for reassignment as specified in Section 7.6.2.A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charge will not be refunded or waived.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

## 7.6.2 Service Requirements and Conditions (Cont'd)

- c. The N11 subscriber must (1) obtain a new 7-digit or in the event local 10-digit dialing is adopted by the Company, a 10-digit local number or a 10-digit toll free number, (2) designate an existing non-published 7 or 10-digit local number or a 10-digit toll free number, or (3) change an existing published 7 or 10-digit local number to a non-published number, which will be established as the lead number in the hunt group, ACD, etc., of the subscriber. If a 7 or 10-digit local number is used, it must be non-published. When the N11 Service is disconnected or discontinued, the N11 subscriber must surrender any 7 or 10-digit local number provided by the Company as part of the N11 Service. This 7 or 10-digit local number can be either disconnected or a new 7 or 10-digit local number can be assigned. Appropriate rates from Sections 4 and 6 of this Tariff will apply for use of the Company's local numbers.
- d. The Federal Communications Commission (FCC) has ordered that certain N11 numbers be assigned for national purposes and certain uses. As requests are submitted by qualifying entities for N11 numbers assigned for national use, the Company will update the Tariff accordingly and inconsistent commercial use of such numbers shall be discontinued according to the following provisions.

The N11 subscriber must, prior to provisioning of the service, sign a written acknowledgement of this condition and an agreement to return the code upon receipt of six months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 97-51 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such N11 codes. The Company will work with all N11 subscribers affected by such recall to transfer their service arrangements, if technically and economically feasible at the time, to an abbreviated dialing arrangement, and if not feasible, to a 7 or 10-digit dialing arrangement within the six-month notice period. The N11 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The N11 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- e. The N11 Service is provided where technically feasible.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.2 Service Requirements and Conditions (Cont'd)

- f. N11 Service will be provided under the following conditions.
1. For network sizing and protection, each N11 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to an N11 number.
  2. The Company report of the number of local calls completed to each N11 number will serve as the sole document upon which remittance by the N11 provider to the Company will be made.
  3. The N11 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  4. The N11 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the Service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
  5. Suspension of Service as covered in Section 3 of this Tariff is not applicable for this service.
  6. If an N11 subscriber discontinues subscription to N11 Service, the N11 number will be disconnected and reassigned according to the conditions defined in Section 7.6.2.A, preceding. Upon the termination of N11 Service, the N11 number may be reassigned after 60 days.
  7. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the N11 subscriber utilized, directly or indirectly, with the N11 Service which fails to comply with regulations and conditions set forth herein, upon five (5) days written notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the N11 subscriber is in compliance with regulations and conditions of the tariffs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the Company.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.2 Service Requirements and Conditions (Cont'd)

- f. N11 Service will be provided under the following conditions. (Cont'd)
  8. The N11 subscriber is responsible for informing potential end users that a call to the N11 number will be at the charge the subscriber establishes. The N11 subscriber must notify the Company in writing at least 30 days in advance if the call charge is to be increased or decreased.
  9. Where the N11 subscriber uses a 7-digit or 10-digit local number, the N11 subscriber shall subscribe to adequate exchange facilities to transport the calls to the N11 subscriber's premises.
  10. When end users are charged by the N11 Service provider for services delivered in response to calls to an N11 number, the N11 subscriber shall include a clearly understandable and audible preamble statement at the beginning of each call to the N11 number that includes the following information: a generic description of the information or service that the end user will receive if the call is completed (i.e., "sports scores," "stock quotes," etc.), the name of the provider of the information service, and a statement regarding the charge to the end user as follows: "This call will cost you \$\_\_. If you do not wish to incur this charge, hang up now." This statement must be followed by a silent period of six (6) seconds within which the end user can hang up without being charged for the call, unless additional positive action (i.e., pressing additional keys) is required by the end user to acknowledge that the end user is willing to pay for the call.
  11. The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the N11 number. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's N11 service.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.2 Service Requirements and Conditions (Cont'd)

- f. N11 Service will be provided under the following conditions. (Cont'd)
12. When the N11 Service provider charges end users for services delivered in response to calls to the N11 number, any N11 Service aimed at or likely to be of interest to children under the age of eighteen shall be preceded with a statement of the charge for such calls and the phrase, "Children, you should ask your parents for permission before calling. Hang up now if you have not asked your parents for permission before calling this number."
  13. A written notice will be sent to any N11 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of N11 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures, up to and including termination of service.
- g. If a pre-recorded announcement is provided by the N11 subscriber, the following conditions apply.
1. The N11 Service subscriber will provide announcements. The Company will provide only the delivery of the call.
  2. N11 Subscriber sponsorship of any particular announcement of recorded program service shall not preclude another N11 subscriber from sponsoring the same or similar announcement or recorded program service.
  3. The provision of access to the N11 Network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.2 Service Requirements and Conditions (Cont'd)

- g. If a pre-recorded announcement is provided by the N11 subscriber, the following conditions apply. (Cont'd)
  - 4. The N11 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  - 5. The N11 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
- h. The Company will take all legal and practical steps to disassociate itself from N11 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users.
- i. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.3 Advertisement Regulations for N11 Service

- a. All advertising inviting the use of or in any way relating to N11 Service shall conform to and comply with the requirements and conditions contained herein as well as all other applicable tariff provisions, rules, ordinances, laws and statutes.
- b. The advertising for N11 Service shall comply with the following regulations.
  1. Advertising may be distributed in any form that the subscriber chooses, provided it complies with and conforms to the specifications contained herein.
  2. No advertising shall be permitted which, in form or substance, does not allow for an audit trail which is verifiable independent of the subscriber for review and confirmation, at any given moment, of compliance with the procedures and specifications set out herein, as well as in other applicable tariff provisions.
- c. Each advertisement shall inform potential callers of the name of the person responsible for the advertisement and the charge for N11 calls. This information shall be displayed with such clarity and prominence to permit it to be noticed and understood by prospective callers and in any event, the per call charge shall be printed in type of the same size as that of the N11 number being advertised. In order to ensure that callers will have an adequate opportunity to notice and understand the foregoing information, advertisements inviting the use of or in any way relating to N11 Service will, at a minimum, be conducted in compliance with the following media-specific specifications.
  1. Print Media - Notice of the charge for each N11 call and, when applicable, the fact of inclusion of this charge on the telephone bill, and the telephone number of the person responsible for the advertisement shall appear on the face of any printed material, in bold type (if bold type is permitted by the advertising medium: if bold type is not permitted, the same type as used in the remainder of the advertisement shall be used) of a size no smaller than the largest type contained elsewhere in the advertisement.
  2. Audio or Verbal Media - Notice of the charge for each N11 call shall be stated once during audio or verbal advertisements. This portion of the advertisement shall be broadcast at the same audio level with the same diction and pace as the remaining portions of the ad.
  3. Audio/Visual - Notice of the charge for each N11 call and the person responsible for the advertisement shall be both displayed/broadcast during any audio/visual advertisement. When displayed, this information shall be shown for a duration of at least five seconds and in type of the same size as that of the number being advertised. In all other respects, the advertisement shall conform to the specifications for print advertisements and audio or verbal advertisement set out in 1. and 2. preceding.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.3 Advertisement Regulations for N11 Service (Cont'd)

- d. In addition to complying with the procedures stated preceding and all other specifications relating to the advertisement of the charge and bill consequences associated with N11 Service, each N11 subscriber shall comply with the following:
  1. The N11 subscriber shall exclude from any advertisement any matter the dissemination of which is prohibited by law. No advertisement shall be used which, because of words, phrases, statements or illustrations therein or information omitted therefrom, has the capacity or tendency to mislead or deceive prospective callers as to the cost, extent, quality, caller's qualification or nature of any information or service to be received from an N11 call. The N11 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority regarding advertisement for N11 Service. If requested by the Company, the N11 subscriber shall assist the Company in responding to complaints to the Company concerning advertisements for N11 Service.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.4 Rates and Charges

a. Application of Rates

1. Nonrecurring charges shall apply for each N11 number per Local Calling Area.
2. N11 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex lines, etc.) used for transporting and terminating messages at the N11 subscriber's designated premises.
3. Applicable service order charges as specified in Section 4 of this Tariff will apply, in addition to the following rates.

b. Charges applicable to the N11 Service Subscriber:

1. Establishment of N11 Service, per N11 Service number, per Local Calling Area

MAXIMUM RATES

Nonrecurring Charge	\$15,000.00
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2. Billing Arrangement Change by Subscriber  
Per N11 Service Number, Per Local Calling Area    \$ 5,000.00

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.6 THREE-DIGIT DIALING SERVICE (N11) (Cont'd)

7.6.4 Rates and Charges (Cont'd)

b. Charges applicable to the N11 Service Subscriber: (Cont'd)

	<u>MAXIMUM RATES</u>
3. Change of Point-to-Number by Subscriber Per Local Calling Area	
Nonrecurring Charge	\$500.00
4. Usage Charges	
Initial Minute	\$ 5.00
Additional Minutes, Each	\$ 5.00

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.7 211 DIALING SERVICE

## 7.7.1 General

- a. 211 Dialing Service (“211”) is a three digit local dialing arrangement, available in specified areas, with Hargray of Georgia, LLC for delivery of general information via voice grade facilities, for community information and referral services. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 211 code is assigned for access to community information and referral services. In addition, the 211 subscriber must comply with any orders and rules pertaining to 211, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- b. 211 is available in Hargray of Georgia, LLC Local Calling Areas only where Hargray of Georgia, LLC provides facilities-based switching of local calls to its subscribers. For Hargray of Georgia, LLC subscribers served by resale of an incumbent local exchange carrier (ILEC) local exchange service, the 211 Service applicable to Hargray of Georgia, Inc.’s subscriber will be that provided, if any, by the ILEC for the subscriber’s Local Calling Area and this tariff section shall not apply. To provide access to a 211 number to end users in the local calling area of another local exchange carrier or to another local exchange carrier’s end users within the local calling area, the 211 subscriber must make appropriate arrangements with the other local exchange carrier.
- c. The Local Calling Area of the 211 subscriber will be the basic Local Calling Area as defined in 8.2 of this Tariff, as facilities permit. If Local Calling Areas are merged, and a 211 number exists in both areas, the 211 subscriber who established the 211 Service first in time will be entitled to retain the 211 in the merged Local Calling Area.
- d. This service is furnished subject to the availability of the 211 number.
- e. 211 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc) or a 10-digit toll free number.
- f. Limitations and use of service as stated in Section 3 of this Tariff apply.
- g. Directory Listings may be provided for 211 at rates and regulations as specified in Section 7.5 of this Tariff.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.7 211 DIALING SERVICE (Cont'd)

## 7.7.1 General

- h. Access to 211 is not available to the following classes of service:
- Payphone Service Provider Telephones (PSPs)
  - Hotel/Motel/Hospital Service
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Wireless

Operator assisted calls to the 211 subscriber will not be completed.

- i. The 211 subscriber is restricted from selling or transferring the 211 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- j. An “affiliate” of a 211 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 211 subscriber. The term “control” (including the terms “controlling”, “controlled by: and under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If a 211 subscriber becomes an affiliate of or is acquired by another 211 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 211 number within 6 months of the merger or acquisition.
- k. 211 will not provide calling number information in real time to the 211 subscriber. If the 211 subscriber needs this type of information, the 211 subscriber must subscribe to a compatible Caller I.D. service in Section 7.4 preceding.
- l. Calls to a disconnected 211 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 211 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.7 211 DIALING SERVICE (Cont'd)

## 7.7.2 Service Requirements and Conditions

- a. All requests for 211 must be submitted in writing to the Georgia Public Service Commission. The Commission will allocate 211 numbers in the basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- b. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company. If during this period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 number will be recalled and the number will be considered available for reassignment as specified in A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charges will not be refunded or waived.
- c. The 211 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 211 number by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 211 codes. If a recall is effected, the Company will work with all 211 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 211 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- d. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to the same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 4 and 6, of this Tariff will apply.
- e. The 211 Dialing Service is provided where facilities permit.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.7 211 DIALING SERVICE (Cont'd)

7.7.2 Service Requirements and Conditions (Cont'd)

- f. 211 will be provided under the following conditions.
1. For network sizing and protection, the 211 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 211.
  2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 211 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours 211 Dialing Service.
  3. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  4. The 211 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
  5. Suspension of 211 Dialing Service as covered in Section 3 of this Tariff is not applicable for this service.
  6. The 211 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 211. If requested by the Company, the 211 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 211 service.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.7 211 DIALING SERVICE (Cont'd)

7.7.2 Service Requirements and Conditions (Cont'd)

7. A written notice will be sent to any 211 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 211. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- g. If a pre-recorded announcement is provided by the 211 subscriber, the following conditions apply.
  1. The 211 subscriber will provide announcements. The Company will provide only the delivery of the call.
  2. The 211 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 211 subscriber from sponsoring the same or similar announcement or recorded program service.
  3. The provision of access to the 211 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
  4. The 211 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  5. The 211 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.7 211 DIALING SERVICE (Cont'd)

7.7.2 Service Requirements and Conditions (Cont'd)

- h. The Company may take all legal and practical steps to disassociate itself from 211 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- i. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.7 211 DIALING SERVICE (Cont'd)

## 7.7.3 Rates and Charges

## a. Application of Rates

1. A Service Establishment charge shall apply per basic Local Calling Area.
2. 211 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 211 subscriber's designated premises.
3. Applicable service order charges as specified in Section 4 of this Tariff will apply, in addition to the following rates.
4. A Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
5. A charge will apply to changes to the point-to number at the subscriber's request, per 211 Dialing Service, per central office switch within the basic Local Calling Area.

## b. Charges applicable to the 211 Dialing Service Subscriber:

	<u>MAXIMUM RATES</u>
1. Service Establishment Charge	
Nonrecurring Charge	\$2,500.00
2. Central Office Activation	
Per Central Office	\$1,500.00
3. Change of Point-to Number by Subscriber	
Per Central Office	\$ 250.00

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.8 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS)

7.8.1 General

- a. 711 Dialing Code (“711”) is a three digit local dialing arrangement for telephone voice transmission access to all relay service entities as a toll free call. Pursuant to Order 00-257, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 711 dialing code is assigned for nationwide access to TRS entities, to be implemented not later than October 1, 2001.
- b. Pursuant to Georgia Public Service Commission TRS, Twelfth Amendatory Letter Order issued November 13, 2000, the 711 Dialing Code is assigned for telephone relay services to be implemented for subscriber use not later than March 1, 2001.
- c. 711 is available from Hargray of Georgia, LLC in Hargray of Georgia, LLC Territory only.
- d. This service is subject to the availability of the 711 dialing code.
- e. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- f. Limitations and use of service as stated in Section 3 of this Tariff apply.
- g. Directory Listings may be provided for 711 at no charge.
- h. Access to 711 is not available to the following classes of service:
  - Hotel/Motel/Hospital Service (toll call only)<sup>1</sup>
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Cellular – Type 2A<sup>2</sup>
  - Operator assisted calls to 711 will not be completed, as additional charges may be incurred by the end user.

Note 1: Hotel/Motel/Hospital equipment may require modification in order for 711 call to complete.

Note 2: Calls will be completed via translations performed by the wireless carrier’s switch.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.8 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)

7.8.2 Service Requirements and Conditions

- a. The Georgia Public Service Commission has responsibility for establishing, implementing, administering and promoting statewide telecommunications relay service (TRS), pursuant to O.C.G.A. §46-5-30.
- b. Only one 10-digit toll free number may be used as the lead number per basic Local Calling Area.
- c. The 711 Dialing Code is provided where facilities permit.
- d. 711 Dialing Code will be provided under the following conditions.
  1. The TRS service provider will subscribe to adequate telephone facilities initially and subsequently as may be required to adequately handle calls to 711.
  2. The TRS service provider is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgements, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
  3. The Company shall respond promptly to any and all complaints lodged with the Georgia Public Service Commission, regarding the delivery of a call to the TRS service provider via 711.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.9 511 DIALING SERVICE

## 7.9.1 General

- a. 511 Dialing Service (“511”) is a three digit local dialing arrangement available in specified areas, with Hargray of Georgia, LLC (“Company”), for delivery of general information via voice grade facilities. Pursuant to Order 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to travel information services. In addition, the 511 subscriber must comply with any orders and rules pertaining to 511, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- b. 511 is available in Hargray of Georgia, LLC Local Calling Areas only where Hargray of Georgia, LLC provides facilities-based switching of local calls to its subscribers. For Hargray of Georgia, LLC subscribers served by resale of an incumbent local exchange carrier (ILEC) local exchange service, the 511 Service applicable to Hargray of Georgia, Inc.’s subscriber will be that provided, if any, by the ILEC for the subscriber’s Local Calling Area and this tariff section shall not apply. To provide 511 access by end users in the local calling area of another local exchange carrier or to another local exchange carrier’s end users within the local calling area, the 511 subscriber must make appropriate arrangements with the other local exchange carrier.
- c. The Local Calling Area of the 511 Service subscriber will be the basic Local Calling Area defined in 8.2 of this Tariff, as facilities permit. If Local Calling Areas are merged, and a 511 number exists in both areas, the 511 subscriber who established 511 first in time will be entitled to retain the 511 number in the merged Local Calling Area.
- d. This service is subject to the availability of 511 numbers.
- e. 511 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.) or to a 10-digit toll free number.
- f. Limitations and use of service as stated in Section 3 of this Tariff apply.
- g. Directory Listings may be provided for 511 at rates and regulations at no charge.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.9 511 DIALING SERVICE (Cont'd)

7.9.1 General (Cont'd)

h. Access to 511 is not available to the following classes of service:

- Payphone Service Provider Telephones (PSPs)
- Hotel/Motel/Hospital Service
- 1+
- 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
- Inmate Service
- 101XXXX
- Wireless

Operator assisted calls to the 511 subscriber will not be completed.

- i. The 511 subscriber is restricted from selling or transferring the 511 code to an unaffiliated entity, either directly or indirectly.
- j. An “affiliate” of a 511 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 511 subscriber. The term “control” (including the terms “controlling”, “controlled by”, and “under common control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. If a 511 subscriber becomes an affiliate of or is acquired by another 511 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 511 number within 6 months of the merger or acquisition.
- k. 511 will not provide calling number information in real time to the 511 subscriber. If the 511 subscriber needs this type of information, the 511 subscriber must subscribe to a compatible Caller I.D. service in Section 7.4 preceding.
- l. Calls to a disconnected 511 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 511 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.9 511 DIALING SERVICE (Cont'd)

## 7.9.2 Service Requirements and Conditions

- a. All requests for 511 must be submitted in writing to the Georgia Public Service Commission. The Commission will allocate the 511 code in the specified basic Local Calling Areas based upon requirements and/or standards established by the FCC.
- b. Within 30 days of the number assignment, the 511 subscriber must initiate the request for service. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company. If during this period, the 511 subscriber has failed to establish service or decides to discontinue service establishment, the 511 number will be recalled and the number will be considered available for reassignment as specified in Section 7.9.2.A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charge will not be refunded or waived.
- c. The 511 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 511 number and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions contained in Order 00-256 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 511 codes. If a recall is effected, the Company will work with all 511 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6 month notice period. The 511 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 511 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.9 511 DIALING SERVICE (Cont'd)

7.9.2 Service Requirements and Conditions (Cont'd)

- d. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per basic Local Calling Area. All central offices within a basic Local Calling Area must be pointed to same 7 or 10-digit local number or one 10-digit toll free number. Appropriate rates from Sections 4 and 6 of this Tariff will apply.
- e. The 511 Dialing Service is provided where facilities permit.
- f. 511 will be provided under the following conditions.
  - 1. For network sizing and protection, the 511 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 511.
  - 2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 511 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for 511 Dialing Service.
  - 3. The 511 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.9 511 DIALING SERVICE (Cont'd)

7.9.2 Service Requirements and Conditions (Cont'd)

4. The 511 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of liable and slander.
  5. Suspension of 511 as covered in Section 3 of this Tariff is not applicable for this service.
  6. The 511 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the 511 number. If requested by the Company, the 511 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 511 service.
  7. A written notice will be sent to any 511 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 511 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measures, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service.
- g. If a pre-recorded announcement is provided by the 511 subscriber, the following conditions apply.
1. The 511 subscriber will provide announcements. The Company will provide only the delivery of the call.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.9 511 DIALING SERVICE (Cont'd)

7.9.2 Service Requirements and Conditions (Cont'd)

2. 511 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 511 subscriber from sponsoring the same or similar announcement or recorded program service.
  3. The provision of access to the 511 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network.
  4. The 511 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses.
  5. The 511 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises.
- h. The Company may take all legal and practical steps to disassociate itself from 511 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- i. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.9 511 DIALING SERVICE (Cont'd)

## 7.9.3 Rates and Charges

## a. Application of Rates

1. A Service Establishment charge shall apply per basic Local Calling Area.
2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 511 subscriber's designated premises.
3. Applicable service order charges as specified in Section 4 of this Tariff will apply, in addition to the following rates.
4. A Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area.
5. A charge will apply to changes to the point-to number at the subscriber's request, per 511 Dialing Service, per central office switch within the basic Local Calling Area.

## b. Charges applicable to the 511 Dialing Service Subscriber:

MAXIMUM RATES

- |  |            |
|--|------------|
| 1. Service Establishment Charge            |            |
| Nonrecurring Charge                        | \$2,500.00 |
| 2. Central Office Activation               |            |
| Per Central Office                         | \$1,500.00 |
| 3. Change of Point-to Number by Subscriber |            |
| Per Central Office                         | \$ 250.00  |

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.10 OPERATOR-ASSISTED SERVICES

Operator-assisted services are provided to Business and Residential Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are pre-subscribed to the Company's inter-exchange outbound calling services. Various billing arrangements are available with Hargray, Inc.'s operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges may apply as stated in Section 4, as well as per call operator charges.

7.10.1 Operator Dialed Surcharges

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- a. calls where a Customer cannot otherwise dial the call due to trouble on the Hargray, Inc. network; and
- b. calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.10 OPERATOR-ASSISTED SERVICES (Cont'd)

7.10.2 Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The Operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

a. A charge will apply when:

- The operator verifies that the line is busy with a call in progress;
- The operator verifies that the line is available for incoming calls; or
- The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. Charges apply for both verification and interruption.

b. No charge will apply when:

- The calling party advises that the call is to or from an official public emergency agency; or
- Under conditions other than the three stated above.

Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.10 OPERATOR-ASSISTED SERVICES (Cont'd)

7.10.3 Rates and Charges

Operator Dialed Surcharge

MAXIMUM RATES

Local Operator Assistance, per call:	\$15.00
Local Operator Dialed Surcharge, per call:	\$15.00
Person to Person Call Set-Up	\$15.00
Station to Station, customer dialed	\$15.00
Busy Line Verify and Line Interrupt Service	
Verification Charge, each request	\$15.00
Interrupt Charge, each request	\$15.00

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.11 HIGH-SPEED INTERNET SERVICE

High-speed Internet Service is a service that provides a high-speed internet protocol (IP) connection between an end user subscriber and an Internet Service Provider (ISP) over hybrid fiber-coax facilities, which same facilities provide voice and video (cable TV) as well. The high-speed data service is offered at various rates (256 kbps, 384 kbps, 2 mbps, etc.), and the communication speed is the same in both directions. Spectrum is shared among the services as well as among the multiple subscribers fed by the same coaxial cable. At the customer premises, specialized electronics de-multiplexes the voice, video, and high-speed data so that they enter the premises on physically separate lines.

MAXIMUM RATES

High-speed Internet 256k	\$ 200.00
High-speed Internet 384k	\$ 300.00
High-speed Internet 512k	\$ 400.00
High-speed Internet 1Meg	\$ 800.00
High-speed Internet 2Meg	\$ 1,600.00

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SECTION 8 – SPECIAL ARRANGEMENTS

8.1 SPECIAL CONSTRUCTION

8.1.1 Basis for Charges

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a. nonrecurring charges;
- b. recurring charges;
- c. termination liabilities; or
- d. combinations of a, b, and c.

SECTION 8 – SPECIAL ARRANGEMENTS (Cont'd)

8.1 SPECIAL CONSTRUCTION (Cont'd)

8.1.2 Termination Liability

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a customer.

SECTION 8 – SPECIAL ARRANGEMENTS (Cont'd)

## 8.2 NON-ROUTINE INSTALLATION AND/OR MAINTENANCE

At the customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

## 8.3 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Schedule. ICB rates will be offered to customers in writing and will be made available to similarly situated customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

**CURRENT RATES**

SECTION 3 – GENERAL RULES AND REGULATIONS

3.3.4 Returned Check Charge

Per Occasion                      \$25.00

SECTION 4 – SERVICE CONNECTION CHARGES

	<u>Residential</u> <u>Rates</u>	<u>Business</u> <u>Rates</u>
4.2.1 Service Order Charge	\$25.00	\$25.00
4.2.2 C.O. Line Connection	14.00	20.00
4.2.4 Premise Visit	35.00	35.00
4.2.5 Restoration Charge	25.00 (I)	25.00 (I)

**CURRENT RATES**

SECTION 6 – LOCAL EXCHANGE SERVICE

6.1 RESIDENTIAL FLAT RATE SERVICE

Rates

Nonrecurring Connection Charge: \$30.00

Monthly Recurring Charges:

- Each Service Line \$34.99

6.2 BASIC BUSINESS LINE SERVICE

Nonrecurring Connection Charge: \$30.00

Monthly Recurring Charges:

- Each Service Line \$49.99

**CURRENT RATES**

SECTION 7 – SUPPLEMENTAL SERVICES

7.2 DIRECTORY ASSISTANCE SERVICE

	<u>Rates</u>
Per Query	
IntraLATA	\$0.85
InterLATA	\$0.85
Call Completion	\$0.30

7.3 TOLL RESTRICTION (T)

\$0.00 per month per line restricted (R)

**CURRENT RATES**

## SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.4 MISCELLANEOUS FEATURES

	<u>Residential</u> Rates	<u>Business</u> Rates	
Regular Multiline Hunt, per line	\$25.99 per month	\$25.99 per month	(T)
Automatic Redial	\$ 3.75 per month	\$ 4.50 per month	(T)
	\$ 0.75 per activation	\$ 0.75 per activation	
Automatic Recall	\$ 4.50 per month	\$ 9.95 per month	(T)
	\$ 0.75 per activation	\$ 0.75 per activation	
Connection Charge	\$35.00	\$58.25	(M)
 <u>Per Line, Per Month:</u>			(M)
- Call Forwarding	\$ 1.99	\$ 1.99	
- Call Waiting/Cancel Call Waiting	\$ 0.99	\$ 0.99	(R)
- Distinctive Ringing	\$ 1.99	\$ 1.99	
- Speed Calling			
8 Number List	\$ 2.50	\$ 3.50	
30 Number List	\$ 3.00	\$ 5.50	
- Caller ID Plus	\$ 4.99	\$ 4.99	(T)
- Message Waiting Indication	\$ 0.50	\$ 0.75	
- Three-Way Calling	\$ 1.99	\$ 1.99	(T)
- Caller ID Deluxe	\$ 5.99	\$ 5.99	(N)
- Additional Number Distinctive Ring	\$ 3.00	\$ 5.00	(N)
- Selective Call Rejection	\$ 1.99	\$ 1.99	(N)
- Anonymous Call Rejection	\$ 1.99	\$ 1.99	(N)
- Calling Number Delivery Blocking	No Charge	No Charge	(N)

**CURRENT RATES**

## SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.5 DIRECTORY LISTINGS

	<u>Rates</u>
Primary Service Listing	N/C
Additional Name Listings in alphabetical section only	\$0.50
Non-listed Telephone Number per listing	\$0.50
Non-published Telephone Number per listing	\$1.00

## 7.6 THREE-DIGIT DIALING SERVICE (N11)

## 1. Establishment of N11 Service, per N11 Service number, per Local Calling Area

Nonrecurring Charge	\$5,000.00
---------------------	------------

## 2. Billing Arrangement Change by Subscriber

Per N11 Service Number, Per Local Calling Area	\$675.00
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## 3. Change of Point-to-Number by Subscriber

Per Local Calling Area

Nonrecurring Charge	\$64.00
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## 4. Usage Charges

Initial Minute	\$0.03
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Additional Minutes, Each	\$0.02
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**CURRENT RATES**

## SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

## 7.7 211 DIALING SERVICE

	<u>Rates</u>
1. Service Establishment Charge	
Nonrecurring Charge	\$389.00
2. Central Office Activation	
Per Central Office	\$155.00
3. Change of Point-to Number by Subscriber	
Per Central Office	\$13.50

## 7.9 511 DIALING SERVICE

1. Service Establishment Charge	
Nonrecurring Charge	\$389.00
2. Central Office Activation	
Per Central Office	\$155.00
3. Change of Point-to Number by Subscriber	
Per Central Office	\$13.50

**CURRENT RATES**

SECTION 7 – SUPPLEMENTAL SERVICES (Cont'd)

7.10 OPERATOR-ASSISTED SERVICES

7.10.1 Operator Dialed Surcharge

	<u>Rates</u>
Local Operator Assistance, per call:	\$2.45
Local Operator Dialed Surcharge, per call:	\$0.75
Person to Person Call Set-Up	\$3.50
Station to Station, customer dialed	\$1.75

7.10.2 Busy Line Verify and Line Interrupt Service

Verification Charge, each request	\$3.50
Interrupt Charge, each request	\$3.50

7.11 HIGH SPEED INTERNET SERVICE

High-speed Internet 256k	\$ 39.99	
High-speed Internet 384k	\$ 44.99	(R)
High-speed Internet 512k	\$ 59.99	(R)
High-speed Internet 1Meg	\$ 239.99	
High-speed Internet 2Meg	\$ 429.99	