

TERMS AND CONDITIONS DOCUMENT (RTC DOCUMENT)  
CONTAINING  
TERMS AND CONDITIONS  
APPLICABLE TO  
LONG DISTANCE SERVICES  
FURNISHED BY

**HARGRAY, LLC DBA SPARKLIGHT**

FOR INTERSTATE AND INTERNATIONAL LONG DISTANCE SERVICES AS  
PROVIDED FOR HEREIN.

## LONG DISTANCE SERVICES

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## LONG DISTANCE SERVICES

**1. General****1.1 Application of Rates, Terms and Conditions**

- 1.1.A The rates, terms and conditions contained within this document, hereinafter referred to as "Rates, Terms and Conditions," are applicable to the provision of Interstate Long Distance Service and International Long Distance Service, hereinafter collectively or individually referred to as "Service", by Hargray, LLC, hereinafter referred to as the "Company", as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions. By accepting Service from the Company, the Customer accepts these Rates, Terms and Conditions as a binding agreement between the Customer and the Company.
- 1.1.B These Rates, Terms and Conditions are incorporated by reference in the Hargray, LLC, Long Distance Services Agreement (Long Distance Services Agreement). The Long Distance Services Agreement comprise the rates, terms and conditions applicable to provision of Interstate Long Distance Service and International Long Distance Services by the Company. In the event there is a conflict between terms and conditions in the Long Distance Services Agreement and terms and conditions in the Rates, Terms and Conditions, the terms and conditions in the Long Distance Services Agreement shall apply.
- 1.1.C The Company may change the Long Distance Services Agreement, including the incorporated Rates, Terms and Conditions, from time to time. Changes in rates, terms and conditions are effective no sooner than fifteen (15) days after the Company posts the modifications to the Long Distance Services Agreement or Rates, Terms and Conditions on its web site. The Company will also notify Customers of increases by bill message, bill insert or other reasonable commercial method at least fifteen (15) days prior to the effective date for the increases. Advance notice does not apply to increases in taxes and other charges described in Section 2.5.C of the Rates, Terms and Conditions. The Company may decrease rates and charges without providing advance notice. Use of the company's services after the fifteen (15) day notice period shall be construed as Customer's consent to the changed rates, terms and conditions of this agreement.
- 1.1.D The provision of such Service by the Company as set forth in these Rates, Terms and Conditions does not constitute a joint undertaking with the Customer for the furnishing of any Service.

## LONG DISTANCE SERVICES

**1. General****1.1 Application of Rates, Terms and Conditions**

- 1.1.E The Rates, Terms and Conditions contained herein are not applicable to Intrastate Long Distance Service. The Company provides Intrastate Long Distance Service under S.C. Tariff No. 2 filed with the South Carolina Public Service Commission. Notwithstanding the inapplicability of the Rates, Terms and Conditions to Intrastate Long Distance Service, the rates for certain Intrastate Long Distance Services tariffed in the S.C. Tariff No. 2 may or may not be the same as rates for the corresponding Interstate Long Distance Service under the Rates, Terms and Conditions. The S.C. Tariff No. 2 may be viewed at the Company's offices.

## LONG DISTANCE SERVICES

**1. General (Cont'd)**

## 1.2

Definitions

Certain terms used throughout these Rates, Terms and Conditions are defined as follows:

1.2.A Access Code

A sequence of numbers that, when dialed, connect the caller to the Provider associated with that sequence.

1.2.B Application for Service

A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide the Service as required.

1.2.C Billed Party

The person or entity responsible for payment of the Company's service for an Operator Services Call, as follows:

- (1) In the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

1.2.D Calling Card Calls

A call for which charges are billed, not to the originating telephone number, but to a telephone calling card issued either by a local exchange or long distance telephone company for this purpose.

1.2.E Call Splashing

The transfer of a telephone call from one provider of operator services to another such provider in such a manner that the subsequent provider is unable or unwilling to determine the location of the origination of the call and, because of such inability or unwillingness, is prevented from billing the call on the basis of such location.



## LONG DISTANCE SERVICES

**1. General (Cont'd)**

## 1.2

Definitions (Cont'd)1.2.F Collect Call

A call for which charges are billed, not to the originating telephone number, but to the destination or termination telephone number.

1.2.G Company

HARGRAY, LLC DBA Sparklight, unless the context indicates otherwise.

1.2.H Customer

Any individual, partnership, association, trust, corporation, cooperative or governmental agency or other entity that utilizes the Services provided by the Company. A Customer, as set forth herein, is responsible for the payment of charges and for compliance with all applicable terms of the Company's Rates, Terms and Conditions.

1.2.I Customer Provided Equipment

Terminal Equipment or facilities provided by persons other than the Company and connected to the Company's Services and/or facilities.

1.2.J Domestic

Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

1.2.K Equal Access

Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

1.2.L FCC

The Federal Communications Commission.

## LONG DISTANCE SERVICES

**1. General (Cont'd)**

## 1.2

Definitions (Cont'd)1.2.M International Long Distance Service

International Long Distance Service is a Long Distance Service involving a telephone call originating in one country and terminating in another country. International Long Distance Service includes International Operator Service offered by the Company as provided herein.

1.2.N International Operator Service

International Operator Service is an Operator Service involving a telephone call originating in one country and terminating in another country.

1.2.O Interstate Long Distance Service

Interstate Long Distance Service is a Long Distance Service involving a telephone call originating in one state and terminating in another state (also referred to as a "state-to-state" call). The term "state" for purposes of Interstate Long Distance Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions. Interstate Long Distance Service includes Interstate Operator Service offered by the Company as provided herein.

1.2.P Interstate Operator Service

Interstate Operator Service is an Operator Service involving a telephone call originating in one state and terminating in another state. The term "state" for purposes of Interstate Operator Service includes all Domestic points including all fifty (50) states and U.S. territories and possessions.

1.2.Q Intrastate Long Distance Service

Intrastate Long Distance Service is a Long Distance Service involving a telephone call originating and terminating in the same state (also referred to as a "in-state" call). Intrastate Long Distance Service includes Intrastate Operator Service if offered by the Company as provided under the applicable tariff.

1.2.R Local Exchange Carrier (LEC)

A telephone company that furnishes local exchange services.

1.2.S Long Distance Service (LDS)

The term "Long Distance Service" denotes the furnishing of station-to-station direct dial interstate and international switched network services to the Customer

## LONG DISTANCE SERVICES

for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence to domestic points and international points and Calling Card Services made with the use of a Company issued Calling Card.

**1. General (Cont'd)****1.2 Definitions (Cont'd)****1.2.T Operator Service**

An Operator Service is a Long Distance Service provided by the Company that includes, as a component, any automatic or live assistance to a Customer to arrange for billing or completion, or both, of the Long Distance Service.

**1.2.U Person-to-Person Call**

A call which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party.

**1.2.V Rates, Terms and Conditions**

Rates, Terms and Conditions refers to this document as a whole comprising the rates, terms and conditions applicable to the provision of Services to Customers by the Company.

**1.2.W Service**

The offerings of the Company comprising Interstate Long Distance Service and International Long Distance Service.

**1.2.X Telecommunications**

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

**1.2.Y Third Party Call**

A call for which charges are billed, not to the originating telephone number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services****2.1 Undertaking of the Company****2.1.A Scope**

The Company is a carrier providing Interstate Long Distance Service and International Long Distance Service to Customers for their direct transmission of voice, data and other types of telecommunications within the United States, between points in the United States and international points, as described in these Rates, Terms and Conditions.

**2.1.B Limitations**

2.1.B.1 The services provided pursuant to these Rates, Terms and Conditions are offered subject to the availability of facilities and the other provisions of these Rates, Terms and Conditions.

2.1.B.2 The Company does not undertake to transmit communications or messages, but rather furnishes facilities, Service and equipment for such transmissions by the Customer.

2.1.B.3 The Company retains the right to deny Service to any Customer who fails to comply with the rules and regulations of these Rates, Terms and Conditions, or other applicable rules, regulations or laws.

**2.2 Obligations of the Customer**

2.2.A All Customers assume general responsibilities in connection with the provision and use of the Company's Service. General responsibilities are described in this section. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes the additional responsibilities as set forth in Section 2.2, herein.

2.2.B The Customer is responsible for the payment of all charges for any and all Services or facilities provided by the Company to the Customer.

2.2.C Subject to availability, the Customer may use specific codes to identify the user groups on its account and to allocate the cost of its service accordingly. The numerical composition of such codes shall be set forth by the Company to assure compatibility with the Company's accounting and automation systems and to avoid duplication of such specific codes.

2.2.D The Company reserves the right to discontinue the use of any code provided to the Customer and to substitute another code for such Customer's use.

2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to

## LONG DISTANCE SERVICES

claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.F Nothing contained herein, or in any other provision of these Rates, Terms and Conditions, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for long distance services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of these Rates, Terms and Conditions against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
  - 2.2.J.1 Using the Service for any purpose that is in violation of any law.
  - 2.2.J.2 Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
  - 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)**

2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.

2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

**2.2 Obligations of the Customer (Cont'd)**

2.2.K The Customer, not the Company, shall be responsible for compliance with FCC Rules, 47 C.F.R. Part 68, and for all maintenance of such equipment and/or facilities.

**2.3 Liabilities of the Company**

2.3.A The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of Service under the Rates, Terms and Conditions including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under the Rates, Terms and Conditions applicable to the specific call (or portion thereof) that was affected. No other liability shall attach to the Company.

2.3.B The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to: (1) acts of God, fires, flood or other catastrophes; (2) any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; or (3) national emergencies, insurrections, riots, wars or other labor difficulties.

2.3.C The Company shall not be liable for any act or omission of any other entity furnishing facilities, equipment, or services used by a Customer, with the Company's Services. In addition, the Company shall not be liable for any damages or losses due to the failure or negligence of any customer or due to the failure of customer provided equipment, facilities or services.

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.4 Service Orders**

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to these Rates, Terms and Conditions. Applications for Services may be either in writing or orally and provide, at a minimum, the following information:

2.4.A Customer's name(s), telephone number(s) and address(es). In the case of a corporation or partnership, a designated officer or agent shall be named as the contact person for such corporation or partnership.

2.4.B Name(s), address(es) and telephone number(s) of person(s) to whom notices from the Company to the Customer shall be addressed, if different from (A) above.

**2.5 Charges and Payments for Service or Facilities****2.5.A Deposits**

2.5.A.1 The Company may, in order to safeguard its interests, require a Customer to make a suitable deposit or provide a surety bond or letter of credit in the amount of the required deposit as a guarantee of the payment of charges. The Company shall have the right to require the Customer to make a deposit prior to or at any time after provision of any Service, not to exceed two (2) months estimated charges. The Company may increase the amount of the deposit to reflect increases to the Customer's annual bill. The Customer will receive a receipt for the deposit.

2.5.A.2 Any deposit as referred to in this Section shall be held by the Company to secure the payment of the Customer's bill. At the Company's option, the deposit may be refunded or credited to the Customer at any time prior to

2.5.A.3 Interest will be paid by the Company on all sums held on deposit

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)**

at the rate established statutorily for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.

**2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.A Deposits (Cont'd)**

2.5.A.4 The fact that a deposit is made does not relieve the Customer from making advance payments or from complying with the Company's regulations for the payment of bills in accordance with the terms herein and does not constitute a waiver or modification of the regulations of the Company providing for the discontinuance of Service for nonpayment of any sums due the Company for Service rendered.

2.5.A.5 Upon termination of Service, and assuming deposits of the Customer are not applied as indicated in Section 2.5.A.2, the deposit will be credited to the Customer's account and any credit balance will be refunded after all amounts due the Company have been paid.

**2.5.B Description of Payment and Billing Periods**

2.5.B.1 Service is provided and billed on a monthly basis. Service continues to be provided and billed on a monthly basis until canceled by the Customer through notice given to the Company.

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), the payment conditions and requirements of such LEC, or other entity performing billing functions apply, including any applicable interest.

2.5.B.3 In the event a Local Exchange Carrier, or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own



## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)**

billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

**2.5.C Taxes and Other Charges**

In addition to payment for Services, Customer must pay all taxes, fees, surcharges and other charges that the Company bills Customer related to Services. Taxes and surcharges will be in the amounts that federal, state and local authorities require the Company to bill Customer. The company will not provide advance notice of changes to taxes and surcharges, except as required by applicable law. All such taxes and charges shall be separately shown and charged on bills rendered by Company or it's billing agent.

**2.5.D Payment and Late Payment Charge**

2.5.D.1 Payment will be due as specified on the Customer bill. Commencing after that due date, a late charge of up to the highest interest rate allowable by law will be applied to all amounts past due.

2.5.D.2 Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.

2.5.D.3 Service may be denied or discontinued at the Company's discretion for nonpayment of amounts due the Company past the due date as specified in 2.5.D.1. Restoration of Service will be subject to all applicable installation charges.

**2.5.E Returned Check Charge**

LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)**

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed.

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)****2.5.F Credit Allowance/Service Interruptions**

2.5.F.1 Credit for failure of Service will be allowed only when failure is caused by or occurs in the Company's facilities or equipment owned, provided and billed for by the Company. A credit allowance is not applicable for any period during which Customer cannot utilize the Service, except for such period where the Service is interrupted by the Company for access to its facilities for the purposes of investigating and clearing troubles and/or maintenance.

2.5.F.2 Credit allowances for failure of Service or equipment starts when the Customer notifies the Company of the failure and ceases when the operation has been restored and an attempt has been made to notify the Customer by the Company.

2.5.F.3 The Customer shall notify the Company of failures of Service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer Provided Equipment or Customer provided facilities, any act, or omission of the Customer, or in wiring or equipment connected to the Customer's terminal.

2.5.F.4 Only those portions of the Service or equipment operation disabled will be credited.

2.5.F.5 Any credit provided to the Customer under these Rates, Terms and Conditions shall be determined in accordance with the provisions of Section 2.5.G.

**2.5.G Service Interruption Measurement**

2.5.G.1 In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)**

duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

2.5.G.2 A credit allowance will not be given for interruptions caused by the negligence or willful act of the Customer, or interruptions caused by failure of equipment or service not provided by the Company.

**2.6 Termination or Denial of Service by the Company**

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Customer's Service. The Company may, immediately and without notice to Customer, and without liability of any nature, temporarily deny, terminate, or suspend Customer's Service:

2.6.A In the event Customer or Customer's agent: (i) willfully damages the Company's equipment, interferes with use of the Company's Service by other customers of the Company; (ii) unreasonably places capacity demands upon the Company's facilities or Service; or (iii) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (iv) otherwise fails to comply with the provisions of this Rates, Terms and Conditions or applicable law; or

2.6.B In the event Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.C In the event that the Company determines that any Service is being used fraudulently or illegally, whether by Customer or Customer's agent.

**2.7 Billing Disputes**

If Customer believes Customer has been billed by the Company in error, Customer must contact the Company within sixty (60) days of the date of the bill which contains the

## LONG DISTANCE SERVICES

**2. Terms and Conditions – Interstate and International Long Distance Services (Cont'd)****2.5 Charges and Payments for Service or Facilities (Cont'd)**

disputed charge. Refunds or adjustments will not be issued for any charge that is more than sixty (60) days old at the time Customer notifies the Company. Customer may withhold from payment to the Company the disputed portion of any bill pending resolution of the dispute. Customer must pay all non-disputed charges on the bill by the due date indicated on the bill. The Company will notify Customer of the results of its inquiry, and either adjust the billing, issue a credit, or notify Customer that all or a portion of the disputed amount is still owed. Customer will be required to pay such amount within fifteen (15) days thereafter, and if Customer fails to pay this amount within the time required, Customer's account will be deemed past due, and Customer's Services will be subject to termination under Section 2.6 above. Any payments Customer withholds pending resolution of the dispute may be subject to a late payment charge.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services****3.1 Service Points**

3.1.A The Company provides originating Service from domestic points in the United States to domestic points identified in these Rates, Terms and Conditions.

3.1.B The Company provides originating Service from domestic points in the United States to international points identified in these Rates, Terms and Conditions.

**3.2 Measurements****3.2.A Time-of-Day Rate Period**

Time-of-Day Rate Periods are reflected in the rates found in Sections 4 and 5, herein.

**3.2.B Availability of Service**

The Service is available at the rates listed in Sections 4 and 5, through subscription to any of the long distance service offerings available from the Company. Each of these offerings utilizes the same rate schedules but have different rates and billing increments for each of the rate schedules.

**3.2.C Holiday Rates**

During the following officially recognized holidays, Off-Peak Rates will be applicable during all hours.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Veterans Day	Presidents' Day
Memorial Day	Thanksgiving Day
Christmas Day	Independence Day

**3.3 Timing of Calls**

3.3.A Unless otherwise indicated in these Rates, Terms and Conditions, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**

minimum call duration for a completed domestic call is sixty (60) seconds, unless otherwise specified. The minimum call duration for a completed international call is sixty (60) seconds, unless otherwise specified.

3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.

3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.

3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.

3.3.E The time of day at the calling party rate center determines what Time-of-Day rate period applies.

3.4 Method of Applying Rates

3.4.A Interstate Long Distance Services

3.4.A.1 Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.

3.4.A.2 Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

3.4.B International Long Distance Services

3.4.B.1. Calls that begin in one rate period and terminate in another will be billed for the entire call duration at the rate applicable at the commencement of the call.

3.4.B.2 Unless specified otherwise in these Rates, Terms and Conditions, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.5 Promotional Discounts**

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers.

**3.6 Dialed Long Distance Services**

3.6.A Dialed Long Distance Services are measured use, full time services, utilizing interstate and international communications facilities. When appropriate access arrangements exist, these switched services are available on a presubscription (Equal Access) basis. Otherwise, where available, the Services require that a Customer access the Company's network via an alternative access code arrangement such as "950-XXXX" plus the Customer's security code, a toll-free "1-800" telephone number with the Customer's security code, or via "1-0-1-XXXX" code with Customer security code.

3.6.B Depending upon the service option chosen by the Customer, the charges for the use of such interstate or international communications facilities may be based upon the time of day, the total minutes of use and/or the distance of each call.

3.6.C All Customers shall be charged the rates identified in Sections 4 and 5.

3.6.D Domestic points include all fifty (50) states and all U.S. territories and possessions as defined in the Communications Act of 1934, and as amended by the Telecommunications Act of 1996, and as further defined by the Federal Communications Commission in their orders.

**3.7 The Eight Cent Plan (Residential Offering)****3.7.A General Information**

This plan allows a customer to place a Direct Dial Intrastate call at different rates depending on the time period the call is placed. Full minute billing increments apply.

**3.7.B Regulations**



## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**

Eight Cent Plan applies per billing account. If customer has more than one line, all lines billed to one billing account will be included. If lines are billed to more than one account, regulations and charges apply for each billing account subscribed to Eight Cent Plan.

**3.8 The Eight Cent Plus Plan (Residential Offering)****3.8.A General Information**

This plan allows a customer to place a Direct Dial Intrastate call at different rates depending on the time period the call is placed. Full minute billing increments apply. The rate includes monthly calling (up to 25 hours per month, from 8:00 p.m. - 7:59 a.m. on Monday through Friday and all day Saturday and Sunday. After 25 hours of use during the above time the lower rate per minute applies. The normal higher rate per minute applies Monday – Friday, 8:00 a.m. - 7:59 p.m. at the rates and times specified herein). This plan is intended for normal voice usage, not unlimited dial-up access.

**3.8.B Regulations**

The Eight Cent Plus Plan applies per billing account. If customer has more than one line, all lines billed to one billing account will be included. If lines are billed to more than one account, regulations and charges apply for each billing account subscribed to the Eight Cent Plus Plan.

**3.9 The Six Cent Plan (Residential Offering)****3.9.A General Information**

The Six Cent Plan is a flat rate per minute plan for residential customers only. This plan is for direct dialed Intrastate calls. This plan has a nondiscountable monthly fee per billing account. This plan is intended for normal voice usage, not unlimited dialup access. Full minute billing increments apply.

Hours of application – all, with full minute billing increments.

**3.9.B Regulations**

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**

The Six Cent Plan applies per billing account. If a customer has more than one line, all lines billed to one billing account will be included. If lines are billed to more than one account, regulations and charges apply for each billing account subscribed to the Six Cent Plan.

**3.10 The European 7 Plan (Residential Offering)****3.10.A General Information**

The European 7 Plan is a flat rate Interstate calling plan that includes flat rate calling to seven (7) International countries. All other International designations called are billed at the WorldWide Calling Plan rates. This plan has a non-discountable monthly fee per billing account. This plan is intended for normal voice usage, not unlimited dial-up access. Full minute billing increments apply.

**3.10.B Regulations**

The European 7 Plan applies per billing account. If a customer has more than one line, all lines billed to one billing account will be included. If lines are billed to more than one account, regulations and charges apply for each billing account subscribed to the European 7 Plan.

**3.11 The Twelve Cent Plan (Residential and Business Offering)****3.11.A General Information**

The Twelve Cent Plan charge is one flat rate per minute for all time periods on all direct dial Intrastate Calls in the State of South Carolina. Full minute billing increments apply.

Hours of application – all, with full minute billing increments.

**3.11.B Regulations**

The Twelve Cent Plan applies per billing account. If customer has more than one line, all lines billed to one billing account will be included. If lines are billed to more than one account, regulations and charges apply for each billing account subscribed to the Twelve Cent Plan.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.12    800 Service**

800 Service is a one-way inbound service originating on feature group facilities provided by the Company and terminating on a regular telephone line. The Customer is responsible for payment of all charges associated with such terminating calls rather than the calling party.

**3.13    Directory Assistance Service**

3.15.A The company will provide Directory Assistance Service for the convenience of its customers in obtaining telephone numbers.

3.15.B All customers shall be charged the rates identified herein.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.14 Wide Area Telecommunications Service (WATS) (Business Offering)****3.14.A General Information**

3.14.A.1 Wide Area Telecommunications Service (WATS) is an enhanced flat rate outbound WATS service that uses existing lines and provides variable monthly, usage sensitive volume discounts.

3.14.A.2 WATS is the furnishing of service by the Company and its concurring Local Exchange Carriers for dial type telecommunications between a station associated with an access line and stations using the public switched network within the State of South Carolina and on an Interstate basis in Accordance with the regulations and schedule of charges specified in these Rates, Terms and Conditions.

3.14.A.3 The rates and charges specified herein for WATS provide for a usage sensitive charge in increments of 6 second billing.

3.14.A.4 WATS is for outward service and provides for the origination of calls from a station associated with WATS for telecommunications with stations within the State of South Carolina by way of an access line.

**3.14.B Regulations**

WATS applies per billing account. If the customer has more than one line, all lines billed to one billing account will be included. If lines are billed to more than one account, regulations and charges apply for each billing account subscribed to WATS Service.

**3.14.C Limitation of Service**

3.14.C.1 WATS does not include person-to-person, collect, conference, nonproprietary calling card usage, or operator handled calls.

3.14.C.2 This service contemplates the provision of satisfactory transmission only between the access line and the called station. However, satisfactory transmission cannot be assured when the WATS access line is connected to other Company services or to terminal equipment. Access lines will be terminated only within the State of South Carolina.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.14 Wide Area Telecommunications Service (WATS) (Business Offering) (Cont'd)****3.14.D Ten Cents High Volume Plan**

Ten Cents High Volume Services for high volume switched access business customers.

Ten Cents High Volume provides the routing of all 1+ Long Distance Traffic originating from the Hargray Inc.'s tandem office or the customer premise and terminating within the domestic United States via a switched access facility. A signed contract (agreement) is not required unless the customer is out of the Company's service area, or a term of commitment is being designated and agreed to.

**3.14.E Nine Cents High Volume Plan**

Nine Cents High Volume Plan provides the routing of all 1+ Long Distance Traffic originating from the Hargray Inc.'s tandem office or the business customer's premise and terminating within the domestic United States via a switched access facility. A signed contract (agreement) is not required unless the customer is out of the Company's service area, or a term of commitment is being designated and agreed to.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.15 WorldWide Calling Plan****3.15.A General Information**

3.15.A.1 WorldWide Calling is a per country, flat rate, International Direct Dial toll service, which is elected as an optional calling plan. WorldWide calls are originated via normal shared use facilities in the United States and are terminated to the designated International locations. WorldWide Calling applies to both business and residential subscriber lines. Full minute billing increments apply.

3.15.A.2 Charges for WorldWide Calling are based on the duration of the call, and are independent of the time of day or day of the week.

**3.15.B Regulations**

3.15.B.1 A minimum Monthly Service Charge of \$3.95 will be implemented for both residential and business lines that have elected to use Hargray Inc.'s WorldWide Calling Plan.

3.15.B.2 Rates available for Countries on the WorldWide Calling Plan are based on a flat rate per minute for all rate periods.

3.15.B.3 International Calling service is subject to transmission, atmospheric and like limitations. Those calls to a foreign country or area may be subject to restrictions and may be enforced from time to time by the authorities in that country or area.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)**

## 3.16

Operator Services

The Company provides Operator Services for telephone calls initiated from its Customers' locations through contractual relationships with interstate and international service providers. Operator Services provided by the Company include Interstate Operator Services and International Operator Services.

3.16.A Responsibilities of the Company for Operator Services

In addition to the responsibilities of the Company established elsewhere in the Rates, Terms and Conditions, the following responsibilities of the Company apply to Company provision of Operator Services.

3.16.A.1 The Company shall identify itself, audibly and distinctly, to the Customer at the beginning of each telephone call and a second time before the Customer incurs any charge for the call.

3.16.A.2 The Company shall permit the Customer to terminate the telephone call at no charge before the call is connected.

3.16.A.3 The Company shall disclose immediately to the Customer, upon request and at no charge to the Customer,

- (1) A quote of its rates or charges for the call;
- (2) The methods by which such rates or charges will be collected; and
- (3) The methods by which complaints concerning such rates, charges, or collection practices will be resolved.

3.16.B Responsibilities of the Customer for Operator Services

In addition to the responsibilities and obligations of the Customer established elsewhere in the Rates, Terms and Conditions, the following responsibilities apply to Customer use of Company provided Operator Services.

3.16.B.1 The Customer is responsible for compliance with the applicable regulations set forth in these Rates, Terms and Conditions.

3.16.B.2 The Customer is responsible for establishing his, her or their identity as often as necessary during the course of a call.

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.16 Operator Services (Cont'd)**

3.16.B.3 The Customer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

3.16.B.4 The Customer is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

**3.16.C Billing Arrangements****3.16.C.1 Collect, Calling Card and Third Party Calls**

Charges for calls of this type will be included on the Billed Party's regular local telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company or a bill issued directly by the Company or its billing and collection agent or clearing house. Individual types of billing arrangements may not be available for all types of Operator Services. Where a billing arrangement is not available for a call, the Company will not provide Operator Service.

**3.16.C.2 Credit Card Calls**

Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company. Where a billing arrangement is not available for the Company to bill for charges to a credit card, the Company will not provide Operator Service with respect to credit card calls.

**3.16.C Billing Arrangements (Cont'd)****3.16.C.3 Unanswered Calls**

The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In



## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.18 Operator Services (Cont'd)**

the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel or refund all such charges upon request of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

**3.18.C.4 Call Splashing**

The Company will not engage in Call Splashing, unless the Customer requests to be transferred to another provider of Operator Services, the Customer is informed prior to incurring any charges that the rates for the call may not reflect the rates from the actual originating location of the call, and the Customer then consents to be transferred.

**3.18.C.5 Billing Entity Conditions**

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges which cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Carrier, the Billed Party may file an appropriate complaint with the Federal Communications Commission. The address of the Federal Communications Commission (FCC) is listed below:

Telecommunications Consumers Division  
Federal Communications Commission  
445 12th Street, S.W.  
Room 5-A724  
Washington, D.C. 20554

Customers may file a complaint with the FCC Enforcement Bureau – Telecommunications Consumers Division at:  
<http://www.fcc.gov/eb/tcd>.

**3.18.D Description of Interstate Operator Services**

## LONG DISTANCE SERVICES

**3. General Classification and Description of the Company's Service – Interstate and International Long Distance Services (Cont'd)****3.16 Operator Services (Cont'd)**

The Company offers Interstate Operator Services pursuant to these Rates, Terms and Conditions. All Interstate Operator Services are offered for the purpose of completing interstate telephone calls to any ten-digit telephone number (area code plus seven-digit local number) in the United States.

3.18.D.1 The Company provides the following types of Interstate Operator Services:

Collect Calls  
Third Party Calls  
Calling Card Calls

Definitions of these services are provided in Section 1.2 of the Rates, Terms and Conditions.

3.18.D.2 Person-to Person-Calls

Collect Calls, Third Party Calls and Calling Card Calls for Interstate Operator Services may optionally be placed on a Person-to-Person Call basis. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as station-to-station.

**3.18.E Description of International Operator Services**

The Company offers International Operator Services pursuant to these Rates, Terms and Conditions. All International Operator Services are offered for the purpose of completing international telephone calls originating from the United States and terminating to international points.

The Company provides the following types of International Operator Services:

Third Party Calls  
Calling Card Calls

Definitions of these services are provided in Section 1.2 of the Rates, Terms and Conditions.



## LONG DISTANCE SERVICES

**5. Rates for International Long Distance Service (Cont'd)**5.3 International Operator Services (Cont'd)

## 5.3.B Rates (Cont'd)

4.1 Returned Check Charge

A Customer whose payment by check is returned for insufficient funds, or is otherwise not processed for payment, will be subject to a returned check charge. Such charge will be applicable on each occasion when a check is returned or not processed. If the returned check was for a combined interstate and international balance, only a single returned check charge will apply.

Per Occasion

\$25.00