

SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

SOUTH CAROLINA LOCAL TELEPHONE TARIFF

OF

HARGRAY, INC.

This tariff, filed with the  
South Carolina Public Service Commission,  
contains the rates, terms, and conditions applicable to  
Local Exchange and High-speed Internet Services within the State of South Carolina  
offered by Hargray, Inc.

**CONTENTS**

- 1. TECHNICAL TERMS AND ABBREVIATIONS**
- 2. RULES AND REGULATIONS**
- 3. DESCRIPTION OF SERVICE**
- 4. RATES**
- 5. SPECIAL SERVICE ARRANGMENTS**
- 6. MISCELLANEOUS SERVICE ARRANGEMENTS**

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Symbols

**SYMBOLS**

**Explanation of Symbols** - When changes are made in any tariff page, a revised page will be listed canceling the tariff page affected. Changes will be identified on the revised page (s) through the use of the following symbols:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increased rates
- (M) To signify material relocated from one page to another without change
- (N) To signify new rate, regulation, or text
- (R) To signify reduced rate
- (S) To signify reissued material
- (T) To signify a change in text, but no change in rate or regulation

SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Tariff Format Page

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14. 1.
  
- B. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to the next higher level:
  - 2.
  - 2.1
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1
  - 2.1.1.A.1(a).
  - 2.1.1.A.1(a).1

SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Application of Tariff

**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the provision of local exchange telecommunications and high-speed internet service by Hargray, Inc. within the State of South Carolina and specifically in those locations approved by the South Carolina Public Service Commission or designated by tariff filings detailed herein.

Hargray, Inc. offers local exchange telecommunications services, high-speed internet services, and video programming services using the hybrid fiber-coax (HFC) platform.

SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Section 1.0  
Original Page 1

**1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

Access Line - An arrangement which connects the customer's location to a Hargray, Inc., switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier", "Company", or "Hargray, Inc." refers to Hargray, Inc., unless otherwise specified or clearly indicated by the context.

Commission - The South Carolina Public Service Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

ILEC - The Incumbent Local Exchange Carrier.

Hargray, Inc. - Used throughout this tariff to mean Hargray, Inc., unless clearly indicated otherwise by the text.

LEC - Local Exchange Company.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or Interstate/international services.

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone-issued Calling Card or to an authorized Credit Card are Operator-Station Calls unless the call is placed on a Person-to-Person basis. Automated Calling Card calls are not Operator-Station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

## SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Section 2.0  
Original Page 2

### **2.0 - RULES AND REGULATIONS**

#### **2.1 Undertaking of Hargray, Inc.**

Hargray, Inc.'s services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. Hargray, Inc. may offer these services over its own or resold facilities.

Hargray, Inc. installs, operates, and maintains the communications services provided hereunder in accordance with the terms and conditions set forth under this tariff. Hargray, Inc. may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the Hargray, Inc. network. The Customer shall be responsible for all charges due for such service arrangement as listed in Section 4 as well as any pass through charges billed by other carriers or entities.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

#### **2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 Hargray, Inc. reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All facilities provided under this tariff are directly controlled by Hargray, Inc., and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

#### **2.3 Use**

Services provided under this tariff may be used for any lawful purposes for which the service is technically suited.

#### **2.4 Liabilities of the Company**

- 2.4.1 Hargray, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

## 2.0 RULES AND REGULATIONS

### 2.4 Liabilities of Company (Continued)

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.
- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

### 2.5 Deposits

- 2.5.1 Deposits may be required from Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

### 2.6 Advance Payments

Recurring Charges: For Customers from whom the Company feels an advance payment is necessary, Hargray, Inc. reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

Non-Recurring Charges: Hargray, Inc. reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, *where* special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

### 2.7 Taxes

All state and local taxes are listed as separate line items.

### 2.8 Equipment

- 2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

## **2.0 - RULES AND REGULATIONS**

### **2.8 Equipment (Continued)**

- 2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to disconnect, rearrange, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- 2.8.3 Equipment the Company provides or installs at the Customer's premises for use in connection with services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- 2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.
- 2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.
- 2.8.6 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in the section for the installation, operation and maintenance of customer-provided facilities, equipment and wiring in the connection of such facilities and equipment to Company-provided facilities and equipment.
- 2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

### **2.9 Installation**

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

### **2.10 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Hargray, Inc. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the South Carolina Public Service Commission.

Customer bills may be adjusted as provided for in S.C. Ann. Regs. 103-623.

Upon receipt of a billing inquiry, charges involved in the disputed element (s) of the invoice may be temporarily suspended, at the Company's discretion, pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

HARGRAY, INC.  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 Effective: April 1, 2001

Section 2.0  
 Original Page 5

## **2.0 - RULES AND REGULATIONS**

### **2.10 Payment for Service (continued)**

If the Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the South Carolina Public Service Commission for final resolution.

### **2.11 Reserved for Future Use**

### **2.12 Cancellation by Customer**

Pending proper identification, the customer may cancel service by providing written or verbal notice to the Company.

### **2.13 Interconnection**

Service furnished by Hargray, Inc. may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with Hargray, Inc.'s service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

### **2.14 Refusal or Discontinuance by Company**

Hargray, Inc. may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 7 days written notice to comply with any rule or remedy any deficiency.

- 2.14.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.14.2 For use of telephone service for any property or purpose other than that described in the application.
- 2.14.3 For neglect or refusal to provide reasonable access to Hargray, Inc. or its agents for the purpose of inspection and maintenance of equipment owned by Hargray, Inc. or its agents.
- 2.14.4 For noncompliance with or violation of Commission regulation or Hargray, Inc.'s rules and regulations on file with the Commission, provided 7 days written notice is given before termination.
- 2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without 5 days written notice to the Customer, except in extreme cases. However, residential basic local service shall not be disconnected for nonpayment for at least 29 days from the date of the bill, and Hargray, Inc. has given Customer a written notice of the proposed disconnection at least 5 days before the date of disconnection.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Hargray, Inc.'s equipment or service to others.
- 2.14.7 Without notice in the event of tampering with the equipment or services owned by Hargray, Inc. or its agents.

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Section 2.0  
Original Page 6

## **2.0 - RULES AND REGULATIONS**

### **2.14 Refusal or Discontinuance by Company (Continued)**

- 2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Hargray, Inc. may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

### **2.15 Inspection, Testing, and Adjustment**

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

### **2.16 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion of all processing fees or installation fees by winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

### **2.17 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

### **2.18 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of moneys due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier provided equipment and any expenses required for repair or replacement of damaged equipment.

### **2.19 Returned Check Charges**

The customer will be assessed a charge for each check returned for insufficient funds. Such charge will be imposed consistent with applicable state law in S.C. Code Ann. Section 34-11-70.

## **2.0 - RULES AND REGULATIONS**

### **2.20 Service Implementation**

Absent a promotional offering, maximum service implementation charges of \$75 per service order will apply to a new service order or to orders to change existing service for the business services listed in Section 3.

### **2.21 Reconnection Charge**

A maximum reconnection fee of \$200 per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged. If a customer premises visit is required, a maximum additional fee of \$100 may be charged.

### **2.22 Late Payment Charges**

A late payment charge of 1.5% of unpaid balance will be charged per month.

### **2.23 Operator Service Rules**

The company will enforce the operator service rules specified by the Commission and the FCC.

### **2.24 Access to Telephone Relay Services**

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by state law.

### **2.25 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the inter-exchange telecommunications service provider (IC) of their choice. The IC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. IC's should maintain signed letters of agency or confirmations of choices on file for use in dispute resolution.

### **2.26 Directory Listings**

- 2.26.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier.
- 2.26.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.
- 2.26.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as a result of the publication of such listings in the directories.

**2.0 - RULES AND REGULATIONS**

**2.26 Directory Listings (continued)**

- 2.26.4 Listings must conform to the Company's specifications with respect to directories. The Company reserves the right to reject listings when, in its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.
- 2.26.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clearness of the listing and the identification of the subscriber is not impaired.
- 2.26.6 Generally, the listed address is the location of the subscriber's place of business or residence.
- 2.26.7 Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.
- 2.26.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. One main 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.

**2.27 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

1. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
2. of a type other than that which the Company would "normally" utilize in the furnishing of its services;
3. over a route other than that which the Company would normally utilize in the furnishing of its services;
4. in a quantity greater than that which the Company would normally construct;
5. on an expedited basis;
6. on a temporary basis until permanent facilities are available;
7. involving abnormal costs; or
8. in advance of its normal construction.

The customer will be charged for the special construction based upon engineering, labor and cost of materials. An estimate will be provided to the customer before any construction is undertaken.

**2.28 Universal Emergency Telephone Number Service (911, E911)**

- 2.28.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service nor does the Company undertake such responsibility.
- 2.28.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.28.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.28.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.
- 2.28.5 The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff, the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any persons, caused or claimed to have been caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

**2.29 Provision for Certain Local Taxes and Fees**

- 2.29.1 When any municipality, other political subdivision, local agency of government, or South Carolina Public Service Commission, imposes upon and collects from Hargray, Inc. 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, Inc. customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Section 2.0  
Original Page 10

**2.29 Provision for Certain Local Taxes and Fees (Continued)**

2.29.2 Hargray, Inc. 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 Hargray, Inc.'s services.

**2.30 Service Combinations/Bundles**

Hargray, Inc. may offer the services in this tariff on a bundled basis with other services such as video programming and wireless telecommunications services. Discounted pricing for combinations of services may apply.

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: September 1, 2001

Section 3.0  
First Revised Page 11

**3.0 - DESCRIPTION OF SERVICE**

**3.1 Local Service Areas**

Hargray, Inc. will provide Local Exchange Service for calls originated by its customers in the Local Service Area and terminating at landline and wireless exchanges in the Local Service Area comprised of the following South Carolina exchange areas:

- City of Beaufort
- Parris Island
- Laurel Bay
- Lady's Island
- St. Helena Island
- Fripp Island
- Town of Port Royal

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**3.2 Product Descriptions**

3.2.1 Timing of Calls - Usage-Sensitive Products

- 3.2.1.A Usage charges for usage-sensitive products are based on the actual usage of Hargray, Inc.'s network. The Company will determine that a call has been established by signal from the local telephone company.
- 3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.
- 3.2.1.C Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.2.1.D There is no usage-based billing applied for incomplete calls.

3.2.2 Hargray, Inc. Business Services

Hargray, Inc.'s Business Services are offered for local calling using the facilities of Hargray, Inc. and/or those of other authorized Local Exchange Carriers. Hargray, Inc.'s Business Services are offered primarily to the following:

Offices, stores, factories, mines and all other places of a strictly business nature;

Offices of hotels, boarding houses, apartment- houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches and other institutions; and

Services terminating solely on the secretarial facilities of a telephone answering bureau.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided, regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: September 1, 2001

Section 3.0  
Original Page 11.1

3.2.2.A Business Exchange Line Service

Business Exchange Line Service provides a facility from a Customer's location to the Hargray, Inc. Central Office and gives the Customer the ability to complete local and long distance calls. This service provides the Customer with unlimited local calling at a flat monthly rate. Optional services such as Custom Calling Features, CLASS Features, Hunting, etc., are available upon request, as facilities will permit, at those rates detailed in Section 4.0 of this tariff.

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### 3.0 - DESCRIPTION OF SERVICE

#### 3.2 Product Descriptions (Continued)

##### 3.2.3 Directory Listings

For each customer of Hargray, Inc.'s Exchange Access Service (s), the Company, shall arrange for the listing of the Customer's main billing number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

##### 3.2.4 Residential Service

Residential Service provides the customer with a single analog, voice grade telephonic communications channel which can be used to place or receive one call at a time.

##### 3.2.5 Optional Service

###### 3.2.5.A General

The service features in the following list are telephone service arrangements, equally applicable to business and residential service, which may be provided only from central offices equipped to provide them.

1. Call Waiting - By means of a tone signal, a customer who is using his telephone is alerted when another caller is trying to reach that telephone number. This service permits putting the first call on hold so that a second call can be answered.
2. Cancel Call Waiting - This feature allows a customer with the Call Waiting feature to cancel the operation of Call Waiting for one call. The customer dials the Cancel Call Waiting code and dial tone is heard. Without hanging up, the customer then places the call. During this call only, the Call Waiting feature is inactive. Call Waiting tones will not interrupt this call.
3. Call Forwarding - Permits a customer to transfer all incoming calls to another telephone number. The customer pre-selects a second telephone number to which all incoming calls are to be transferred automatically. Calls may be transferred to a long distance message telecommunications point subject to the availability of the necessary facilities in the central office from which the calls are to be transferred. Call Forwarding shall not be used to extend calls on a planned and continuing basis to intentionally avoid the payment in whole or in part, of message toll charges that would regularly be applicable between the access line originating the call and the access line to which the call is transferred. Customers utilizing Call Forwarding service are responsible for the payment of charges for each toll call between his access line and the distant access line to which the call was transferred.
4. Three Way Calling - Enables a customer to add a third party on an existing call without operator assistance, thereby establishing a three way conversation. The transmission quality may vary depending on the distance and routing necessary and may not necessarily meet normal standards.
5. Speed Calling - Enables a customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. A customer may subscribe to either the 8-code capacity or 30-code capacity on their line.
6. Automatic Recall - Enables a customer to automatically return the last incoming call. If the call back number is busy, this feature allows a user to camp on or queue the called party. When an on-hook condition is detected, both numbers will ring to establish the call.

(T)

### 3.0 - DESCRIPTION OF SERVICE

#### 3.2 Product Descriptions (Continued)

7. Customer Originated Trace - This feature allows a customer to request an automatic trace of the last incoming call. This provides an easy way to trace obscene, threatening or harassing calls. A Call Trace may be activated at any time during or immediately following the call to be traced. (T)
8. Caller ID Plus - This feature delivers calling party information to parties being called. Calling party information may indicate the directory number/name of the calling party or may indicate the number/name of the calling party is private or unavailable. (T)
9. Toll Restriction - Restricts associated line from reaching dialing codes required to access long distance carrier networks to place long distance calls.
10. Automatic Redial - Automatic Redial, when activated, automatically redials the last number the customer attempted to call. If the called line is busy, a confirmation announcement is heard, the customer hangs up, and a queuing process begins. For the next 30 minutes, both the calling and called lines are checked periodically for the availability to complete the call. If during this queuing process the called line becomes idle, the customer is notified, via a distinctive ring, that the network is ready to place the call. When the customer picks up the telephone, the call will automatically be placed. (T)
11. 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 features.
12. Anonymous Call Rejection (ACR) - Anonymous Call Rejection allows customer to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. When Anonymous Call Rejection is activated on the customer's line and an incoming call marked private is received, the called party's telephone will not ring. Rejected calls are routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming Calls are checked for acceptance or rejection by Anonymous Call Rejection regardless of the current state of the ACR customer's line (that is, whether or not it is off hook or idle).
13. Selective Call Rejection (SCR) - Selective Call Rejection provides the customer the ability to prevent incoming calls from up to 30 different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone number to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive the call at this time.

This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number in the hunt group or is Telephone Number identified.

**3.0 - DESCRIPTION OF SERVICE**

**3.2 Product Descriptions (Continued)**

14. Selective Call Acceptance (SCA) - Selective Call Acceptance provides the customer the ability to allow incoming calls only on selected phone numbers in a list of up to 30 different telephone numbers. A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone number to be accepted. When a call is placed to the customer's number from a number not on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive the call at this time.

This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number in the hunt group or is Telephone Number identified.

15. Distinctive Ringing – Distinctive Ringing provides a distinctive ringing pattern to the subscribing customer for up to 30 specific telephone numbers. A screening list is created by the customer by pre-selecting the telephone numbers to trigger an alert. 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 number that are not on the screening list will produce a normal ring. (T)

This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number in the hunt group or is Telephone Number identified.

16. Selective Call Forwarding - Selective Call Forwarding allows the customer to transfer selected calls to another telephone number. A screening list of up to 30 numbers is created by the customer. Subsequently, calls from any of the number in the screening list, provided the calling number can be obtained, are forwarded to the Selective Call Forwarding telephone number.

If the customer also subscribes to Selective Call Rejection and the same telephone number is entered on both screening lists, the Selective Call Rejection feature must be deactivated to allow the call to forward.

This feature will not work if the incoming call is from a telephone number in a multi-line hunt group, unless the telephone number is the main telephone number in the hunt group or is Telephone Number identified.

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Issued October 16, 2003, Effective Upon Approval of the Commission

Section 3.0  
Original Page 14.1

**3.0 - DESCRIPTION OF SERVICE**

**3.2 Product Descriptions (Continued)**

17. 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.

18. 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.

19. Regular Multiline Hunt - This feature is a line hunting arrangement that provides sequential search of available numbers within a multiline group.

(N)

(N)

### **3.0 - DESCRIPTION OF SERVICE**

#### **3.2.6 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.

##### **3.2.6.A Operator Dialed Surcharge**

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:

- 1) calls where a Customer cannot otherwise dial the call due to trouble on the Hargray, Inc. network; and
- 2) 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.

##### **3.2.6.B 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 charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress;
- 2) The operator verifies that the line is available for incoming calls; or
- 3) 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.

No charge will apply when:

- 1) The calling party advises that the call is to or from an official public emergency agency; or
- 2) 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.

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Section 3.0  
Original Page 16

### **3.0 - DESCRIPTION OF SERVICE**

#### **3.2.7 Directory Assistance**

Customers and users of the Company's business and residential calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the state by calling the Directory Assistance operator.

1. A Directory Assistance charge will be charged for each call to the Directory Assistance Bureau.

A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Exemptions:

1. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with the company will be exempt from Directory Assistance charges.
2. Directory Assistance attempts to telephone numbers, which are non-listed or non-listed and non-published.

#### **3.2.8 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 (128kbps, 256 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.

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: September 1, 2001

Section 3.0  
Original Page 16.1

**3.0 - DESCRIPTION OF SERVICE**

**3.2.9 Wide Area Calling**

Wide Area Calling is a service that provides unlimited calling for voice conversation (not for connection to Internet Service Providers nor other data communication) from Company subscribers in the local calling area to certain communities beyond the local calling area. This service is provided at a single monthly fee, which fee is in addition to the charge for local exchange service; local exchange service is a prerequisite for Wide Area Calling. The areas to which terminated calls are treated as Wide Area Calling include the following exchange areas:

- Hilton Head Island, SC
- Daufuskie Island, SC
- Bluffton, SC
- Hardeeville, SC
- Metropolitan Savannah, GA (including Tybee Island, GA) BellSouth exchanges
- AI-Call's (CLEC) Pooler, GA local calling area (includes the following Georgia communities: Ellabelle, Guyton, Keller, Pembroke, Pooler, Richmond Hill, Rincon, South Guyton, and Springfield).

N  
|  
N

SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 Issued October 16, 2003, Effective Upon Approval of the Commission

Section 4.0  
 1st Revised Page 17  
 Cancels Original Page 17

**4.0 - RATES**

**4.1 General**

Installation, monthly recurring and per minute charges may apply to the Company's local exchange services. An additional per-call operator service charge will apply for operator-assisted calling. (The rates will be set at a competitive level for the area being served.)

**4.2 Business Services**

4.2.1 Business Exchange Line Service

This service may be provided with or without the Company's long distance service.

	<b>Maximum Non-recurring</b>	<b>Maximum Monthly Rate</b>	
4.2.1.A Basic Service			
per voice access line	\$ 30.00	\$50.00	
per high-speed data line (line only)	\$200.00	\$50.00	
4.2.1.B Custom Calling Features			
per access line			
Call Waiting		\$ 5.00	
Cancel Call Waiting		\$ 3.00	
Call Forwarding		\$ 5.00	
Three-way Calling		\$ 5.00	
Speed Calling		\$ 9.00	
<b>Installation Charge</b>			
per optional feature	\$ 25.00		
Regular Multiline Hunt	\$100.00	\$50.00	(N)
4.2.1.C CLASS Features			
per access line			
Automatic Recall		\$ 6.00	(T)
Automatic Redial		\$ 6.00	(T)
Calling Number Delivery Blocking		N.C.	(T)
Caller ID Plus		\$10.00	(T)
			(D)
			(D)
Anonymous Call Rejection		\$ 6.00	
Customer Originated Trace		\$ 9.00	
Selective Call Acceptance		\$ 6.00	
Selective Call Rejection		\$ 6.00	
Distinctive Ringing		\$ 6.00	(T)
Selective Call Forwarding		\$ 6.00	
Caller ID Deluxe		\$15.00	(N)
Additional Number Distinctive Ring		\$15.00	(N)
<b>Installation Charge</b>			
per optional feature	\$25.00		

SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 Issued October 16, 2003, Effective Upon Approval of the Commission

Section 4.0  
 1st Revised Page 18  
 Cancels Original Page 18

**4.0 – RATES**

4.2.1.D Directory Listings

Each Additional Listing	\$20.00
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**4.3 Residential Services**

**4.3.1 Residential Exchange Line Service**

This service may be provided with or without the Company's long distance service.

	Maximum Non-recurring	Maximum Monthly Rate	
4.3.1. Basic Service			
per voice access line	\$ 30.00	\$ 50.00	
per high-speed data line (line only)	\$200.00	\$ 50.00	
4.3.1.B Custom Calling Features			
per access line			
Call Waiting		\$ 5.00	
Cancel Call Waiting		\$ 3.00	
Call Forwarding		\$ 5.00	
Three-way Calling		\$ 5.00	
Speed Calling		\$ 9.00	
Toll Restriction		\$ 5.00	
<b>Installation Charge</b> per optional feature	\$ 25.00		
Regular Multiline Hunt	\$ 75.00	\$50.00	(N)
4.3.1.C CLASS Features			
per access line			
Automatic Recall		\$ 6.00	(T)
Automatic Redial		\$ 6.00	(T)
Calling Number Delivery Blocking		N/C	(T)
Caller ID Plus		\$10.00	(T) (D) (D)
Anonymous Call Rejection		\$ 6.00	
Customer Originated Trace		\$ 9.00	
Selective Call Acceptance		\$ 6.00	
Selective Call Rejection		\$ 6.00	
Distinctive Ringing		\$ 6.00	(T)
Selective Call Forwarding		\$ 6.00	
Caller ID Deluxe		\$15.00	(N)
Additional Number Distinctive Ring		\$15.00	(N)
<b>Installation Charge</b> per optional feature	\$ 25.00		

SOUTH CAROLINA TARIFF NO. 1

HARGRAY, INC.  
 HILTON HEAD ISLAND, SOUTH CAROLINA  
 Issued October 16, 2003, Effective Upon Approval of the Commission

Section 4.0  
 3rd Revised Page 19  
 Cancels 2nd Revised Page 19

**4.0 – RATES**

**4.4 Operator-Assisted Service** Maximum Charge

4.4.1 Operator Charges  
 (per call)

Person-to-Person	\$ 9.00
Station-to-Station (customer dialed)	\$ 5.00

When more than one class of service is involved, only the higher surcharge is applicable.

4.4.2 Operator Dialed Surcharge

Per Call	\$ 3.00
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4.4.3 Busy Line Verify and Line Interrupt Service  
 (each request)

Busy Line Verify Service	\$ 9.00
Busy Line Verify and Line Interrupt Service	\$15.00

4.4.4 Directory Assistance  
 (per request)

Local	\$ 3.00
All Other Requests	\$ 5.00

The rates are charged for each request for Directory Assistance except for the exemptions specified in Section 3.2.7.

**4.5 High-speed Internet Service**

Maximum Charge

High-speed Internet 256k	\$ 100.00
High-speed Internet 384k	\$ 150.00
High-speed Internet 512k	\$ 200.00
High-speed Internet 1Meg	\$ 400.00
High-speed Internet 2Meg	\$ 800.00

(D)  
 (D)

**4.6 Wide Area Calling**

	Maximum Non-recurring	Maximum Monthly Rate
Per access line	\$20.00	\$30.00

HARGRAY, INC.  
HILTON HEAD ISLAND, SOUTH CAROLINA  
Effective: April 1, 2001

Section 5.0  
Original Page 20

## **5.0 SPECIAL SERVICE ARRANGEMENTS**

### **5.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Hargray, Inc.'s rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

MISCELLANEOUS SERVICE ARRANGEMENTS

**6.1 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS)**

**6.1.1 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. 711 is available from HARGRAY, INC. in HARGRAY, INC. Territory only.
- C. This service is subject to the availability of the 711 dialing code.
- D. 711 can be delivered via regular exchange access lines (by individual business lines, PBX trunks, etc.).
- E. Limitations and use of service as stated in Section 4.4 of this Tariff apply.
- F. Directory Listings may be provided for 711 at rates and regulations as specified in Section 7 of this Tariff.
- G. Access to 711 is not available to the following classes of service:
  - Hotel/Motel/Hospital Service (toll call only)
  - 1+
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
  - Inmate Service
  - 101XXXX
  - Cellular – Type 2A

In addition, operator assisted calls to the 711 will not be completed.

MISCELLANEOUS SERVICE ARRANGEMENTS

**6.1 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)**

**6.1.1 General (Cont'd)**

- H. The TRS entity is restricted from selling or transferring the 711 dialing code to an unaffiliated entity, either directly or indirectly.
- I. An "affiliate" of a TRS entity is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the TRS entity. 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.

**6.1.2 Service Requirements and Conditions**

- A. Requests for 711 Dialing Code must be submitted in writing to the South Carolina Public Service Commission, for the assignment of the 711 code.
- B. Once the 711 Dialing Code has been assigned and the subscriber has provided the Company the appropriate toll free number, implementation of the 711 Dialing Code will begin on or after April 30, 2001. The Company will implement the TRS entity's request within a reasonable time, given the complexity of the order.

If, during or at the end of the provisioning period, the TRS entity has failed to establish service or decides to discontinue service establishment, the 711 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

- C. The TRS entity must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 711 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company or regulating entity and abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 711 dialing code. If a recall is effected, the Company will work with the TRS entity affected by such recall to transfer their service arrangements, to a 7 or 10-digit dialing arrangement within the 6-month notice period. The TRS entity will be required to migrate to any access arrangement the telephone relay services subsequently agreed to by the industry and approved by the FCC. The TRS entity will be charged the appropriate tariff rates for the establishment of the new access arrangement.

MISCELLANEOUS SERVICE ARRANGEMENTS

**6.1 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)**

**6.1.2 Service Requirements and Conditions (Cont'd)**

- D. Only one 10-digit toll free number may be used as the lead number per basic local calling area.
- E. The 711 Dialing Code is provided where facilities permit.
- F. TRS entity should work separately with cellular companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- G. TRS entity should work separately with incumbent local exchange companies and other competitive local exchange companies to ascertain their end user customers will be able to reach telephone relay services provided by dialing 711.
- H. 711 Dialing Code will be provided under the following conditions.
  - 1. For network sizing and protection, the TRS entity must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to the 711 dialing code.
  - 2. The TRS entity will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgement of the Company, to adequately handle calls to 711 without impairing the Company's general telephone service or telephone plant.
  - 3. The TRS entity is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 711 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.

MISCELLANEOUS SERVICE ARRANGEMENTS

**6.1 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)**

**6.1.2 Service Requirements and Conditions (Cont'd)**

4. The TRS entity 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 libel and slander. Unless otherwise specifically provided in this Tariff, the Company shall be authorized to disconnect any tariffed service provided to the TRS entity utilized, directly or indirectly, with the 711 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber. Disconnection may be suspended at the discretion of the Company if it receives written certification that the TRS entity 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.
5. The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.
6. A written notice will be sent to any TRS entity following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company. If after notification the TRS entity makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the TRS entity is unwilling to accept the modifications, or if the TRS entity continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, 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.

MISCELLANEOUS SERVICE ARRANGEMENTS

**6.1 711 DIALING CODE FOR TELEPHONE RELAY SERVICE (TRS) (Cont'd)**

**6.1.2 Service Requirements and Conditions (Cont'd)**

- I. If a pre-recorded announcement is provided by the TRS entity, the following conditions apply.
  - 1. The TRS entity will provide announcements. The company will provide only the delivery of the call.
  - 2. The provision of access to the 711 network by the Company for the transmission of announcement is subject to availability of such facilities and the requirements of the local exchange network.
  - 3. The TRS entity assumes all financial responsibility for all costs involved in providing announcement including, but not limited to, the recorder-announcement equipment located on the TRS entity's premises.
  - 4. The TRS entity 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 TRS entity's premises.
- J. The Company may take all legal and practical steps to disassociate itself from TRS entity 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.
- K. 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 TRS entity.

MISCELLANEOUS SERVICE ARRANGMENTS

6.2 811 DIALING SERVICE

(N)

6.2.1 General

- A. 811 Dialing Service ("811") is a three digit local dialing arrangement, available in specified areas, with Hargray, Inc. for delivery of general information via voice grade facilities, the Utility Protection Center, Call-Before-You-Dig program. Pursuant to Order 05-59, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 811 code is assigned for access to one call centers. In addition, the 811 subscriber must comply with any orders and rules pertaining to 811, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. 811 is available in Hargray, Inc. Local Calling Area only. To provide access to an 811 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 811 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 811 subscriber will be the basic local calling area for the Company's exchange as defined in Section 3 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 811 number.
- E. 811 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 2 of this Tariff apply.
- G. Directory Listings may be provided for 811 at rates and regulations as specified in Section 2 of this Tariff.
- H. Access to 811 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 811 subscriber will not be completed.

(N)

**MISCELLANEOUS SERVICE ARRANGMENTS**

**6.2 811 DIALING SERVICE (Cont'd)**

(N)

**6.2.1 General (Cont'd)**

- I. The 811 subscriber is restricted from selling or transferring the 811 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- J. An “affiliate” of an 811 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 811 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 an 811 subscriber becomes an affiliate of or is acquired by another 811 subscriber through merger, acquisition, or otherwise, then the affiliated subscribers must surrender all but one 811 number within 6 months of the merger or acquisition.
- K. 811 will not provide calling number information in real time to the 811 subscriber. If the 811 subscriber needs this type of information, the 811 subscriber must subscribe to a compatible Calling Name/Number Delivery service in Section 3.2 preceding.
- L. Calls to a disconnected 811 number will be routed to intercept of the announcement facilities for a maximum of 60 days, when the 811 provider is a Company subscriber. The announcement provided may refer the caller to another telephone number.

**6.2.2 Service Requirements and Conditions**

- A. All requests for 811 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 811 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 811 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

(N)

MISCELLANEOUS SERVICE ARRANGMENTS

6.2 811 DIALING SERVICE (Cont'd)

6.2.2 Service Requirements and Conditions (Cont'd)

- C. The 811 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 811 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 05-59 issued, any subsequent rules which may be identified by the FCC in CC Docket 92-105 regarding the use and return of such 811 codes. If a recall is effected, the Company will work with all 811 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 811 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 811 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 Section 4 of this Tariff will apply.
- E. The 811 Dialing Service is provided where facilities permit.

(N)

(N)

MISCELLANEOUS SERVICE ARRANGMENTS

6.2 811 DIALING SERVICE (Cont'd)

(N)

6.2.2 Service Requirements and Conditions (Cont'd)

- F. 811 will be provided under the following conditions.
1. For network sizing and protection, the 811 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 811.
  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 811 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 811 Dialing Service.
  3. The 811 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 811 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 811 Dialing Service as covered in Section 2 of this Tariff is not applicable for this service.
  6. The 811 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 811. If requested by the Company, the 811 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 811 service.

(N)

MISCELLANEOUS SERVICE ARRANGMENTS

6.2 811 DIALING SERVICE (Cont'd)

6.2.2 Service Requirements and Conditions (Cont'd)

7. A written notice will be sent to any 811 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 811. 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 811 subscriber, the following conditions apply.
  1. The 811 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 811 subscriber from sponsoring the same or similar announcement or recorded program service.
  2. The provision of access to the 811 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.
  3. The 811 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.
  4. The 811 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.

(N)

(N)

MISCELLANEOUS SERVICE ARRANGMENTS

6.2 811 DIALING SERVICE (Cont'd)

6.2.2 Service Requirements and Conditions (Cont'd)

- H. The Company may take all legal and practical steps to disassociate itself from 811 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.

(N)

(N)

MISCELLANEOUS SERVICE ARRANGMENTS

6.2 **811 DIALING SERVICE (Cont'd)**

6.2.3 **Rates and Charges**

- A. Application of Rates
1. A one-time Service Establishment charge shall apply per customer. (C)
  2. 811 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 811 subscriber's designated premises.
  3. Applicable service order charges as specified in Section 2 of this Tariff will apply, in addition to the following rates.
  4. A one-time Central Office Activation charge will apply per central office switch translated to the lead number within the basic calling area. (C)
  5. A charge will apply to changes to the point-to number at the subscriber's request, per 811 Dialing Service, per central office switch within the basic Local Calling Area.
- B. Maximum charges applicable to the 811 Dialing Service Subscriber: (N)
1. Service Establishment Charge (N)  
Per Customer \$390.00 (T)
  2. Central Office Activation  
Per Central Office \$150.00 (T)
  3. Change of Point-to Number by Subscriber  
Per Central Office \$ 13.50

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE

(N)

6.3.1 General

- A. The 211 dialing code (hereinafter referred to as “211”) is a three-digit dialing arrangement designed specifically for the 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 (the 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 order and rules pertaining to 211, adopted by the FCC in rulemaking proceeding CC Docket 92-105.
- B. The 211 dialing code is available from the company in the company’s exchange area only. To provide access to a 211 dialing code to end users in another telephone company territory or to another telephone provider end users within the local calling area, the 211 subscriber must make appropriate arrangements with the telephone provider or other provider serving the territory. The 211 subscriber should work separately with competing local providers to determine that its end users will be able to reach community information and referral services provided by dialing 211.
- C. This service is subject to the availability of the 211 dialing code and the technical capability of the serving central office.
- D. The 211 dialing code can be delivered via regular exchange access lines.
- E. Limitations and use of service are stated in section 2 of this tariff.
- F. The local calling area of the 211 subscriber will be the Local Calling Area as defined by the company at the time the 211 code is ordered, as facilities permit. If the 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 number in the merged calling areas.
- G. Directory listings may be provided for 211 at rates and regulations as specified in Section 3 this tariff.
- H. The 211 subscriber is restricted from selling or transferring the 211 dialing code to an unaffiliated entity, either directly or indirectly.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE (Cont'd)

(N)

6.3.1 General (Cont'd)

- I. A "211 subscriber" is defined as 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 any entity, whether through the ownership of voting securities, by contract, or otherwise.
- J. Operator assisted calls to the 211 code will not be completed.
- K. Access to the 211 dialing code is not available to the following classes of service:
  - 1+
  - 0+,0- (credit card, third-party billing, collect calls)
  - 101XXXX
  - Inmate service
  - Cellular
  - Hotel/motel/hospital service (toll call only)

6.3.2 Conditions for Utilization

- A. Requests for utilization of the 211 dialing code must be submitted in writing to the South Carolina Budget Control Board, consistent with applicable state law for the assignment of the 211 code.
- B. Within 30 days of the number assignment, the 211 subscriber must initiate the request for service. The company will provision the subscriber's order within a reasonable time, dependent upon the given complexity of the order. The 211 subscriber will be billed the nonrecurring charge when the service is provisioned by the company.
- C. If, during or at the end of the provisioning period, the 211 subscriber has failed to establish service or decides to discontinue service establishment, the 211 code will be recalled and the number will be considered available for reassignment as specified in A. preceding.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE (Cont'd)

(N)

6.3.2 Conditions for Utilization (Cont'd)

- D. The 211 subscriber, prior to provisioning of the service, shall sign a acknowledgement of possible recall of the 211 dialing code by the FCC and an agreement to return the code upon receipt of 6 months written notice of such a recall from the company or regulating entity. The 211 subscriber shall abide by all terms and conditions which may be identified by the FCC in CC Docket 92-105 regarding the use and return of the 211 dialing code. If a recall is effected, the company will work with the 211 subscriber 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 access arrangement within the 6-month notice period. The 211 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement.
- E. Only one 7 or 10-digit toll-free number or one 10-digit local 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 one 7 or 10-digit local number or one 10-digit local toll-free number. Appropriate rates from Sections 3 and 4, and other applicable sections of this tariff will apply to this method of provisioning this service.
- F. The 211 dialing code is provided where facilities permit its utilization.
- G. The 211 subscriber shall work separately with any cellular or other wireless providers to determine whether their end user customers will be able to reach community information and referral services provided by dialing 211.
- H. The 211 subscriber shall work separately with any competitive service provider or other providers of telecommunications services to determine whether their end user customers will be able to reach telephone relay services by dialing 211.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE (Cont'd)

(N)

6.3.2 Conditions for Utilization (Cont'd)

- I. The 211 dialing code 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 the 211 dialing code.
  2. The 211 subscriber 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.
  3. The 211 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers, releases and all other rights from all persons whose work, statements or performance are used in connection with the 211 dialing code, and from all holders of copyrights, trademarks, and patents used in connection with said service.
  4. The 211 subscriber is responsible 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 or slander. Unless otherwise provided for in this tariff, the company shall be authorized to disconnect any tariffed service provided to the 211 subscriber utilized, directly or indirectly, with the 211 dialing code, which fails to comply with regulations and conditions set forth herein, upon five (5) days of notice to the subscriber or immediately upon oral notice to the 211 subscriber if any part of the system threatens or diminishes the full utilization of the telecommunication provider's network.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE (Cont'd)

(N)

6.3.2 Conditions for Utilization (Cont'd)

Disconnection may be suspended at the discretion of the company if it receives written certification that the 211 subscriber is in compliance with regulations and conditions of the tariffs or if the service affecting condition is resolved before disconnection occurs. Continual noncompliance shall be cause for disconnection without notice at the discretion of the company.

5. 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 211 dialing code.
6. A written notice will be sent to any 211 subscriber following oral notification when the 211 subscriber's service unreasonably interferes with or impairs other services rendered to the public by the company. If after notification, the 211 subscriber makes no modification in the method of operation or in the service arrangements that are deemed service affecting by the company, or if the 211 subscriber is unwilling to accept the modifications, or if the 211 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 the termination of the service. In any 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 the termination of the 211 service.
7. Suspension of the 211 dialing service as covered in section 2 of this tariff is not applicable for this service.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE (Cont'd)

(N)

6.3.2 Conditions for Utilization (Cont'd)

- J. 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 for the delivery of the call.
  2. The provision of access to the 211 network by the company for the transmission of the announcement is subject to the availability of such facilities and the requirements of the local exchange network.
  3. The 211 subscriber assumes all financial responsibility for all costs involved in providing the announcements including, but not limited to, the recorder/announcement equipment located on the 211 subscriber's premises.
  4. The 211 subscriber assumes, according to other specific rates and charges, all financial responsibility for all facilities required, to connect the recorder/announcement equipment located on the 211 subscriber's premises.
- K. The company may take all legal and practical steps to disassociate itself from the 211 subscriber 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.
- L. In no event shall the company be liable for either 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 can not be completed as a result of repair or maintenance difficulties and equipment or on equipment owned or leased by the 211 subscriber.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE (Cont'd)

(N)

6.3.3 Third Party Involvement

- A. In those instances where a competitive service provider or other type of provider provides the 211 dialing code to its end user within the local calling area of the company, terms and conditions for the utilization of the 211 dialing code will be provided for in the appropriate interconnection agreement between the company and alternative provider.
- B. For purposes of providing an alternative end user access to the 211 subscriber within the local calling area, appropriate arrangements must be made by the alternative provider with the 211 subscriber serving the local calling area of the company.
- C. An alternative provider may negotiate for the provision of the appropriate directory listing as defined in the appropriate interconnection agreement between the company and the alternative provider.

6.3.4 Rates and Charges

- A. Application of Rates
  - 1. A service establishment charge shall apply per basic local calling area.
  - 2. Normal tariffed charges for the local access service arrangements for 211 service for transporting and terminating messages at the 211 subscriber's designated premises.
  - 3. Applicable service implementation charges as specified in section 2 of this tariff will apply, in addition to the above rates.
  - 4. A central office activation charge will apply per central office translated to the lead number.
  - 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 calling area.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.3 211 DIALING SERVICE (Cont'd)

(N)

6.3.4 Rates and Charges (Cont'd)

B. Maximum Charges applicable to the 211 dialing service subscriber are as follows:

1.	Service establishment charge	Maximum Nonrecurring <u>Charge</u>
	Per basic local calling area	\$389.90
2.	Central office activation	
	Per central office	\$150.00
3.	Change point-to-point number by subscriber request	
	Per central office	\$ 13.50

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.4 511 DIALING SERVICE

(N)

6.4.1 General

- A. 511 Dialing Service ("511") is a three digit local dialing arrangement, available in specified areas, with Hargray, Inc. for delivery of general information via voice grade facilities, the South Carolina Department of Transportation Travel Information Services program. Pursuant to Order FCC 00-256, issued by the Federal Communications Commission (FCC) in CC Docket 92-105, the 511 code is assigned for access to federal, state and local transportation agencies. 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 or any subsequent dockets.
- B. 511 is available in Hargray, Inc. Local Calling Area only. To provide access to a 511 number to end users in the local calling area of another local exchange carrier or to a competitive local exchange carrier's (CLEC's) end users within the local calling area, the 511 subscriber must make appropriate arrangements with the other local exchange carrier or CLEC.
- C. The Local Calling Area of the 511 subscriber will be the basic local calling area for the Company's exchange as defined in Section 3.1 of this Tariff, as facilities permit.
- D. This service is furnished subject to the availability of the 511 number.
- E. 511 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 2 of this Tariff apply.
- G. Directory Listings may be provided for 511 at rates and regulations as specified in Section 3.2.3 of this Tariff.
- H. Access to 511 is not available to the following classes of service:
  - 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.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.4 511 DIALING SERVICE (Cont'd)

(N)

6.4.1 General (Cont'd)

- I. The 511 subscriber is restricted from selling or transferring the 511 number to an unaffiliated entity, either directly or indirectly except under direction of the Commission.
- 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 Calling Name/Number Delivery service in Section 3.2.5 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.

6.4.2 Service Requirements and Conditions

- A. All requests for 511 must be submitted in writing to the South Carolina Public Service Commission. The Commission will allocate 511 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 511 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.4 511 DIALING SERVICE (Cont'd)

6.4.2 Service Requirements and Conditions (Cont'd)

- C. The 511 subscriber must, prior to provisioning of the service, sign a written acknowledgement of possible recall of the 511 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 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.
- 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 local exchange rates and service charges from Section 4 of this Tariff will apply.
- E. The 511 Dialing Service is provided where facilities permit.

(N)

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.4 511 DIALING SERVICE (Cont'd)

6.4.2 Service Requirements and Conditions (Cont'd)

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 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.
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 Dialing Service as covered in Section 2 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 511. 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.

(N)

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.4 511 DIALING SERVICE (Cont'd)

6.4.2 Service Requirements and Conditions (Cont'd)

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. 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'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.
  2. 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.
  3. 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.
  4. 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.

(N)

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.4 511 DIALING SERVICE (Cont'd)

(N)

6.4.2 Service Requirements and Conditions (Cont'd)

- 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.

6.4.3 Rates and Charges

- A. Application of Rates
  - 1. A one-time Service Establishment charge shall apply per customer.
  - 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 one-time 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.

(N)

MISCELLANEOUS SERVICE ARRANGEMENTS

6.4 511 DIALING SERVICE (Cont'd)

(N)

6.4.3 Rates and Charges

B. Maximum charges applicable to the 511 Dialing Service Subscriber:

1. Service Establishment Charge  
Per Customer \$390.00
2. Central Office Activation  
Per Central Office \$150.00
3. Change of Point-to Number by Subscriber  
Per Central Office \$ 13.50

(N)

<b>Pricing for Voice Services</b>		
<b>ALA CARTE (Per Month Charge):</b>	<b>MONTHLY CHARGES</b>	<b>INSTALLATION</b>
Residential Single Voice Line	\$34.99 (Includes Mandatory Charges)	\$50.00
Residential Additional Line	\$20.99	No Charge
Business Single Voice Line	\$49.99 (Includes Mandatory Charges)	\$125 per hour
Business Additional Line	\$31.99	No Charge
E911 Beaufort County (Included in bundles)	\$0.57	
E911 Chatham County (Included in bundles)	\$1.50	
Telecommunication Relay (Included in bundles)	\$0.15	
Caller ID Plus	\$4.99	\$10.00
Call Forwarding	\$1.99	\$10.00
Call Waiting (includes Cancel Call Waiting)	\$0.99	\$10.00
Three Way Calling	\$1.99	\$10.00
Wide Area Calling	\$14.99	\$10.00
Toll Restriction	\$0.00	\$10.00
Automatic Redial	\$1.99	\$10.00
Calling Number Delivery Blocking	No Charge	No Charge
Anonymous Call Rejection	\$1.99	\$10.00
Automatic Recall	\$1.99	\$10.00
Customer Originated Trace	\$4.99	\$10.00
Selective Call Acceptance	\$1.99	\$10.00
Selective Call Rejection	\$1.99	\$10.00
Distinctive Ringing	\$1.99	\$10.00
Selective Call Forwarding	\$1.99	\$10.00
Caller ID Deluxe	\$5.99	\$10.00
Additional Number Distinctive Ring - Residence	\$3.00	\$10.00
Additional Number Distinctive Ring - Business	\$5.00	\$10.00
Speed Calling-8 Number List - Residence	\$2.50	\$10.00
Speed Calling-8 Number List - Business	\$3.50	\$10.00
Speed Calling-30 Number List - Residence	\$3.00	\$10.00
Speed Calling-30 Number List - Business	\$5.50	\$10.00
Multiline Hunt	\$25.95	\$30.00 Per Trunk
<b>ONE TIME CHARGES:</b>		
Directory Assistance	\$1.25	
Person to Person Call Set-Up	\$3.50	
Station to Station	\$1.75	
Busy Line Verification	\$3.50	
Call Interrupt with Busy Line Verification	\$7.00	
Operator Dialed	\$0.75	
Call Completion	\$0.30	
Local Operator Assistance	\$2.45	
<b>811 Dialing Service</b>		
Service Establishment Charge, Per Customer	\$390.00	
Central Office Activation, Per Central Office	\$150.00	
Change of Point-to Number by Subscriber, Per Central Office	\$13.50	
<b>211 Dialing Service</b>		
Service Establishment Charge, Per Basic Local Calling Area	\$389.90	
Central Office Activation, Per Central Office	\$150.00	
Change of Point-to Number by Subscriber, Per Central Office	\$13.50	
<b>511 Dialing Service</b>		
Service Establishment Charge, Per Customer	\$390.00	
Central Office Activation, Per Central Office	\$150.00	
Change of Point-to Number by Subscriber, Per Central Office	\$13.50	

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