

Tariff Schedule Applicable to  
Resold and Facilities-Based  
Competitive Local Exchange Services  
Furnished by  
Pac-West Telecomm, Inc.

Between Points Within the State of South Carolina

This tariff is on file with the Public Service Commission of South Carolina, and copies may be inspected, during normal business hours, at the Company's principal place of business located at 4210 Coronado Avenue, Stockton, CA 95204

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CHECK SHEET

The sheets inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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## TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate

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DEFINITIONS

“Applicant” refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

“Business Hours” refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays

“Carrier,” “Company” or “Utility” refers to Pac-West Telecomm, Inc.

“Commission” refers to the Public Service Commission of South Carolina.

“Completed call” is a call which the Company’s network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

“Customer” refers to any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

“Delinquent or Delinquency” refers to an account for which payment has not been paid in full on or before the last day for timely payment.

“End User” means customer of a telecommunications service that is not a carrier except that a carrier other than a telephone company shall be deemed to be an “end user” when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such a reseller originate on the premises of such reseller.

“Grandfathered Service” applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility’s method of managing a tariff for this service prior to ultimately discontinuing the service, or change existing tariff regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

“Hunting Service” refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

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DEFINITIONS (Cont'd)

"Local Access Transport Area ("LATA")" refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

"Nonrecurring Charges" refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

"Non-Published or Unlisted Service" refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

"ORS" refers to the Office of Regulatory Staff.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff.

"Subscriber" refers to the firm, company, corporation, or other entity that contracts for service under this tariff and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

"Station" refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

"Tariffs" refer to the tariffs, price lists, and generally applicable terms and conditions on file with a state or federal regulatory authority or publicly available on the Company's website in accordance with the regulations of a state or federal regulatory authority.

"Telephone Numbers" refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Pac-West Customers and used in conjunction with the Services provided pursuant to this tariff.

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**SECTION 1: APPLICATION OF TARIFF**

- 1.1 This tariff governs the services provided by Pac-West Telecomm, Inc. that originate and terminate within the State of South Carolina. Specific services and rates are described elsewhere in this tariff.
- 1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.4 The Company's services are available to business customers.
- 1.5 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.
- 1.6 This tariff contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange services provided by the Company in the State of South Carolina.

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## **SECTION 2: RULES AND REGULATIONS**

- 2.1 Customer Obligations - The customer shall be responsible for:
- 2.1.1 The payment of all applicable charges pursuant to this tariff.
  - 2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.
  - 2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.
  - 2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
  - 2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
  - 2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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**SECTION 2: RULES AND REGULATIONS (Cont'd)**

2.1 Customer Obligations (Cont'd)

- 2.1.7 Ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with each other. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.
- 2.1.8 Providing availability for the purpose of testing and inspecting as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.2 Liability and Indemnification

- 2.2.1 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
  - 2.2.1.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
  - 2.2.1.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

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**SECTION 2: RULES AND REGULATIONS (Cont'd)**

2.2 Liability and Indemnification (Cont'd)

2.2.2 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Pac-West's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Pac-West, shall not result in the imposition of any liability upon Pac-West.
  
- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

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**SECTION 2: RULES AND REGULATIONS (Cont'd)**

2.2 Liability and Indemnification (Cont'd)

- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Pac-West will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Pac-West, that furnishes services, facilities, or equipment used in connection with Pac-West's services or facilities.
- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, PAC-WEST MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL PAC-WEST BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.2.3 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.2.4 Force Majeure - Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this tariff, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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**SECTION 2: RULES AND REGULATIONS (Cont'd)**

- 2.3 Minimum Contract Period - Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

Except as provided above, the length of minimum contract period for director listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4 Cancellation of Service

- 2.4.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.4.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies: the total costs of installing and removing such facilities; or the monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.4.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

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**SECTION 2.        RULES AND REGULATIONS (Cont'd)**

2.4 Cancellation of Service (Cont'd)

2.4.4    The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.5    In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

2.5 Payment for Service

2.5.1    Pac-West will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within twenty-two (22) days of the Bill Date (the "Due Date").

2.5.2    Payments are past due if not received by the Company by the Due Date. A maximum of one and a half percent (1 ½%) will be added to any unpaid balance brought forward from the previous billing date to cover the cost of collection and carrying accounts in arrears. This method of late payment charge will be made in lieu of any other penalty. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, may result in suspension of access privileges to Pac-West's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this tariff, are deemed to be complete, accurate, and undisputed. Customer agrees to pay all costs incurred by Pac-West in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non- payment.

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.5 Payment for Service (Cont'd)

2.5.3 The customer is responsible for payment of all charges for service furnished by Pac-West. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges are billed monthly in advance.

2.5.4 The Company reserves the right to require advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill. Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.6 Customer Deposits - In accordance with Chapter 103-621 of the SC Code of Regulations, the Company may require a deposit from a prospective customer if any of the following conditions exist:

2.6.1 The customer's past payment record to a telecommunications utility shows that the customer has had two consecutive thirty (30) day arrearages or more than two non-consecutive thirty (30) day arrearages in the past 24 months or has been sent four or more late payment notices in the past nine (9) months.

2.6.2 The customer cannot furnish a letter of good credit from a reliable source or an acceptable co-signer/guarantor within South Carolina to guarantee payment.

2.6.3 The customer has no deposit and becomes delinquent by missing two consecutive payments by more than thirty (30) days or missing more than two non-consecutive payments by more than thirty (30) in the past twenty-four (24) months.

2.6.4 The customer has had his service terminated by any telecommunications utility for non-payment or fraudulent use.

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## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### 2.6 Customer Deposits (Cont'd)

- 2.6.5 Amount of Deposit - A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.
- 2.6.6 Return of Deposit - Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive thirty (30) day arrearages in the past twenty-four (24) months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in the past nine (9) months, or has a returned check in the past six (6) months. When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.
- 2.6.7 Interest on Deposits - Simple interest shall be paid on deposits to each customer required to make such deposit at the rate prescribed by the Commission. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. Interest shall accrue annually, and the Company may, at its option, pay the interest at intervals it chooses (but at least every two years, and at the time the deposit is returned) by direct payment, or as a credit on bills. The deposit shall cease to draw interest on the date it is

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.6 Customer Deposits (Cont'd)

returned, the date the service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

2.7 Customer Complaints and Billing Disputes - In the event that Customer or Carrier disputes any charges, each dispute must be made by submitting a written claim describing the dispute in detail and identifying the dispute amount. All documentation as may reasonably be required to support the claim is due to Pac-West at the time the dispute is made. All disputes and claims for refunds should be submitted to Pac-West within one hundred and twenty (120) days of the Bill Date. Pac-West shall investigate and resolve all disputes within the timeframes set out in Commission Rule 103-616. Any portion of a disputed amount deemed payable by Pac-West must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

The Company's toll free telephone number, which will be printed on customer bills, is 1-877-626-4325.

Any unresolved dispute may be directed to the South Carolina Office of Regulatory Staff's Consumer Services Department as follows:

South Carolina Office of Regulatory Staff  
Consumer Services Division  
1401 Main Street, Suite 900  
Columbia SC 29201  
Telephone: 803-737-5230  
Toll-free within South Carolina: 1-800-922-1531  
Facsimile: 803-737-4750

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

- 2.8 Allowance for Interruptions in Service - Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company: The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.
- 2.9 Taxes and Fees
- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company an occupational tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.
- 2.10 Returned Check Charge - The Company may assess a return check charge for each check returned for insufficient funds not to exceed that allowed by applicable state law as contained in S.C. Code Ann. 34-11-70.

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

- 2.11 Special Customer Arrangements - In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements. These arrangements will be made available to the PSC and/or ORS upon request.
- 2.12 Disconnection of Service Without Notice - Pac-West shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Pac-West or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay. Pac-West will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Pac-West is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action. Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Pac-West may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.13 Disconnection of Service Requiring Notice (Cont'd)

- 2.13.1 Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- 2.13.2 Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- 2.13.3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
- 2.13.4 Failure to meet the utility's deposit and credit requirements.
- 2.13.5 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least five (5) working days notice, in which to make settlement before his service is denied.
- 2.13.6 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.
- 2.13.7 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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## **SECTION 2. RULES AND REGULATIONS (Cont'd)**

### 2.14 Unlawful Use of Service

2.14.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.14.2 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.14.3 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.14.4 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.15 Interference with or Impairment of Service- Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

**SECTION 2. RULES AND REGULATIONS (Cont'd)**

- 2.16 Telephone Solicitation by Use of Recorded Messages - Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.
- 2.17 Incomplete Calls - There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.
- 2.18 Overcharge/Undercharge - When a customer has been inadvertently overcharged, the amount, shall be refunded or credited to the customer. If it is determined that a customer has been inadvertently undercharged, the Company may collect, for the interval in which the undercharged occurred, the deficient amount up to a maximum period of six (6) months. The amount of the undercharge shall be paid in equal installments added to the Customers regular monthly bill.
- 2.19 Notices - Subject to the provisions of Section 2.12 hereof, any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

**SECTION 2: RULES AND REGULATIONS (Cont'd)**

2.20 Emergency Calling - Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or 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 the 911 service features and the equipment associated 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 the 911 service.

### **SECTION 3: DESCRIPTION OF SERVICES**

- 3.1 Trial Services - The Company may offer new services, not otherwise tariffed, on a trial basis. The Commission and ORS will be advised of all Trial Services. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis. The Company will file all Trial Services in transmittal letter format with the PSC and ORS. These offerings will not be published in the Company's tariff.
- 3.2 Promotional Offerings - The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. The Commission requires a letter of notification of promotional offerings which will be provided at least five (5) days prior to implementing the promotion. The Company will file all promotions in transmittal letter format with the PSC and ORS. Promotions will not be published in the Company's tariff.
- 3.3 Individual Case Basis ("ICB") Offerings - The tariff may not specify the price of a service as "ICB." The Company may or may not have an equivalent service in the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and filed with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate. The Company will keep on file all ICB's and provide such to the Commission or ORS upon request.
- 3.4 Customized Pricing Arrangements ("CPAs") Offerings - The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates and must be provided under contract to a customer and the contract filed with the Commission. The Company will keep on file all CPA's and provide such to the Commission and/or ORS upon request.
- 3.5 Marketing Practices - As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecom service, the Company will not indulge or participate in deceptive or misleading marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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## **SECTION 4: RATES AND CHARGES**

### 4.1 Calculation of Rates

- 4.1.1 The chargeable time for a local toll call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 Pac-West currently does not offer residential services. To the extent that Pac-West decides to offer residential services in the future, Pac-West will modify this tariff to include maximum rates.
- 4.1.4 Pac-West currently does not have installation, connection, maintenance, or termination charges at this time. If Pac-West creates these additional charges, then it will tariff these charges, the associated descriptions, with current and maximum rates.

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**SECTION 5: INTERCARRIER ARRANGEMENTS**

5.1 Interconnection and Termination of 251 (b) (5) Traffic - Arrangements for interconnection by incumbent local exchange carriers and competitive local carriers with the Company's facilities for the completion of telecommunications traffic will be negotiated on a case-by-case basis.

5.1.1 Termination and Transit of 251 (b) (5) Traffic

The Company will complete all 251 (b) (5) traffic (herein, "Traffic"), as defined by the Telecommunications Act of 1996 on behalf of incumbent local exchange carriers, competitive local exchange carriers and other carriers certified by the Commission with which the Company has direct or indirect interconnections. The terms, conditions, and compensation methods for handling such traffic will be negotiated on a case by case basis; provided that, in cases where no agreement is in place for completion of such traffic, the rates provided in the Tariff, following, shall be charged to the originating carrier for traffic terminated by the Company on behalf of the originating carrier or for which the Company provides transit (tandem switching) function on behalf of the originating carrier. Traffic billed per this section is subject to backbilling for a period of no less than three years.

5.1.2 Rates	Current Rate	Maximum Rate
Set Up (per message)	\$.002	\$.002
MOU (Minute of Use)	\$.001	\$.001

5.1.3 Transit Traffic	Current Rate	Maximum Rate
Set Up (per message)	\$.00113	\$.00113
MOU (Minute of Use)	\$.00200	\$.00200

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**SECTION 5: INTERCARRIER ARRANGEMENTS (Cont'd)**

5.2 Switched Access Service - Switched Access Service provides for all or any part of the transmission and switching of calls originating or terminating from the End User designated premises to the switch(es) and beyond to where the End User traffic is transported by Pac-West when the End User is served by Pac-West.

For any originating toll free call that utilizes Pac-West's Switched Access Service, Pac-West will charge the toll free query charge documented in this section in addition to the per mou Switched Access Service charge listed below.

Traffic billed per this section is subject to back-billing for a period of no less than three years.

	Current Rate	Maximum Rate
Switched Access Service:.	018/mou	.018/mou

5.3 8XX ACCESS SERVICE- 8XX is an originating only trunk side switched access service. This service provides for the forwarding of customer-dialed 8XX + NXX – XXXX calls to a customer, based on the dialed 8XX number. When a customer originates an 8XX call, Pac-West will perform the customer identification function based on the dialed digits to determine the customer location to which the call is to be routed. Customer must limit originating 8XX calls to only LATAs from which Pac-West has a presence. Calls originating from a LATA in which Pac-West does not have a presence will be routed to an announcement. 8XX access usage measurement shall be in accordance with the regulations set forth in Section 4 preceding. The customer's 8XX Access Service traffic may be combined in the same trunk group arrangement with the customer's non-8XX Access Service traffic or provisioned on a separate trunk group, unless prohibited by technical limitations. An 8XX query charge will apply for each 8XX call query received at the Telephone Company's 800 database. Per query charges are accumulated over a billing period and billed to the Customer on a monthly basis.

	Current Rate	Maximum Rate
8xx Query Charge = .....	\$.01/Query	\$.01/Query

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**SECTION 5: INTERCARRIER ARRANGEMENTS (Cont'd)**

5.4 LOCAL TRANSPORT SERVICE- Local Transport Service provides for all or any part of the transmission and switching of calls originating or terminating from the End User designated premises to the switch(es) and beyond where the End User traffic is transported by Pac-West when the End User is served by a Carrier other than Pac-West.

For any originating toll free call that utilizes Pac-West's Local Transport Service, Pac-West will charge the toll free query charge documented in this section in addition to the per mou Local Transport Service charge listed below.

	Current Rate	Maximum Rate
Local Transport Service:	.008/mou	.008/mou

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