

REGULATIONS RATES AND SCHEDULE
OF CHARGES APPLICABLE TO
MESSAGE TELECOMMUNICATIONS SERVICES
AND OPERATOR SERVICES
FURNISHED BY

HARGRAY, INC.

BETWEEN POINTS
WITHIN THE STATE OF SOUTH CAROLINA
FOR INTRASTATE COMMUNICATIONS SERVICES
FOR INTRASTATE CUSTOMERS
AS PROVIDED FOR HEREIN.

Service is provided by means of wire, radio, terrestrial, or satellite facilities or any combination thereof, as specified herein.

Issued: ISSDATE
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Effective: EFFDATE

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

CHECK SHEET

The title page and pages 1 through 57 and Price Sheet 1 through Price Sheet 12 inclusive of this Tariff are effective as of the dates shown. Original and revised pages, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	36	Original	Price Sheet 1	Original
2	Original	37	Original	Price Sheet 2	Original
3	Original	38	Original	Price Sheet 3	Original
4	Original	39	Original	Price Sheet 4	Original
5	Original	40	Original	Price Sheet 5	Original
6	Original	41	Original	Price Sheet 6	Original
7	Original	42	Original	Price Sheet 7	Original
8	Original	43	Original	Price Sheet 8	Original
9	Original	44	Original	Price Sheet 9	Original
10	Original	45	Original	Price Sheet 10	Original
11	Original	46	Original	Price Sheet 11	Original
12	Original	47	Original	Price Sheet 12	Original
13	Original	48	Original		
14	Original	49	Original		
15	Original	50	Original		
16	Original	51	Original		
17	Original	52	Original		
18	Original	53	Original		
19	Original	54	Original		
20	Original	55	Original		
21	Original	56	Original		
22	Original	57	Original		
23	Original				
24	Original				
25	Original				
26	Original				
27	Original				
28	Original				
29	Original				
30	Original				
31	Original				
32	Original				
33	Original				
34	Original				
35	Original				

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

TABLE OF CONTENTS

	<u>Page No.</u>
Check Sheet.....	1
Concurring Carriers.....	8
Connecting Carriers	8
Other Participating Carriers	8
Registered Service Marks	8
Registered Trademarks	8
Explanation of Symbols.....	8
Section 1: <u>General</u>.....	9
1.1 Application of Tariff	9
1.2 Definitions	9
Section 2: <u>Rules and Regulations – Intrastate Telecommunications Services</u>	13
2.1 Undertaking of the Company.....	13
2.1.A Scope.....	13
2.1.B Limitations.....	13
2.2 Obligations of the Customer	13
2.3 Liabilities of the Company.....	15
2.4 Service Orders	15

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
2.5	Charges and Payments for Service or Facilities 16
2.5.A	Deposits 16
2.5.B	Description of Payment and Billing Periods 16
2.5.C	Taxes, Gross Revenue, Gross Income and Gross Earnings Surcharges..... 17
2.5.D	Payment and Late Payment Charge..... 17
2.5.E	Returned Check Charge 18
2.5.F	Suspension or Termination for Nonpayment 18
2.5.G	Credit Allowance/Service Interruptions 18
2.5.H	Service Interruption Measurement 19
2.6	Termination or Denial of Service by the Company 19
2.7	Special Services..... 20
2.7.A	General..... 20
2.7.B	When Applicable..... 20
2.7.C	Cancellation 21
2.8	Special Pricing Arrangements..... 21
2.9	Special Construction 21
2.10	Inspection, Testing and Adjustment 21
2.11	Marketing..... 22
2.12	Operator Services 22

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

Section 3:	<u>General Classification and Description of the Company's Service – Intrastate Message Telecommunications Services</u>	<u>Page No.</u>
	<u>Intrastate Message Telecommunications Services</u>	23
3.1	Service Points	23
3.2	Measurements.....	23
	3.2.A Time of Day Rate Period	23
	3.2.B Availability of Service	23
	3.2.C Holiday Rates	23
3.3	Timing of Calls.....	24
3.4	Method of Applying Rates.....	24
3.5	Promotional Discounts	24
3.6	Dialed Intrastate Message Telecommunications Services.....	25
3.7	Optional Calling Plans	25
	3.7.A Eight Cent Plan	25
	3.7.B The Eight Cent Plus Plan	26
	3.7.C The Six Cent Plan	27
	3.7.D The Twelve Cent Plan	27
3.8	Calling Card Service	28
3.9	Hargray Universal Prepaid Calling Card Service	29
3.10	800 Service	30
3.11	Directory Assistance Service	30
3.12	Wide Area Telecommunications Service (WATS)	31
	3.12.A General Information	31
	3.12.B Regulations	31
	3.12.C Limitation of Service.....	31
	3.12.D Ten Cents High Volume Plan	32
	3.12.E Nine Cents High Volume Plan	32
3.13	Special Service Arrangements	33

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
Section 4: <u>Rates for Intrastate Residential Message Telecommunications Service</u>.....	34
4.1 Returned Check Charge	34
4.2 Dial Station-to-Station.....	34
4.3 Optional Calling Plans	35
4.3.A Eight Cent Plan Rates.....	35
4.3.B The Eight Cent Plus Plan Rates	35
4.3.C The Six Cent Plan Rates.....	36
4.3.D The Twelve Cent Plan Rates.....	36
4.4 Calling Card Service	37
4.5 Hargray Universal Prepaid Calling Card Service	37
4.6 800 Service	38
4.6.A Rates and Charges	38
4.6.B One-Time Charge For Establishing Service.....	38
4.6.C Monthly Recurring Subscription Charge	38
4.6.D Per-Minute Usage Charges	38
4.6.E Message Detail Option.....	38
4.7 Directory Assistance Service	39
Section 5: <u>Rates for Intrastate Business Message Telecommunications Service</u>	40
5.1 Returned Check Charge	40
5.2 Dial Station-to-Station.....	40
5.3 Optional Calling Plans	40
5.4 Calling Card Service	41
5.5 Hargray Universal Prepaid Calling Card Service	41
5.6 800 Service	41
5.7 Directory Assistance Service	41
5.8 Wide Area Telecommunications Service (WATS).....	42
5.8.A Wide Area Telecommunications Service (WATS) Rates	42
5.8.B Ten Cents High Volume Plan Rates	42
5.8.C Nine Cents High Volume Plans Rates.....	42

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
Section 6: <u>Introductory Statement - Intrastate Operator Services</u>.....	43
6.1 Subject of Intrastate Operator Services	43
6.2 Applicability of Intrastate Operator Services	43
Section 7: <u>Rules and Regulations - Intrastate Operator Services</u>	44
7.1 Use of Operator Services	44
7.2 Responsibilities of the Company	45
7.3 Liability of the Company	46
7.4 Responsibilities of Subscribers.....	47
7.5 Responsibilities of the Consumer	49
7.6 Cancellation or Interruption of Services.....	50
7.7 Billing Arrangements.....	51
7.7.A Collect, Calling Card and Third Party Calls.....	51
7.7.B Credit Card Calls.....	51
7.7.C Room Charge Calls	51
7.7.D Unanswered Calls	51
7.7.E Call Splashing	52
7.7.F Billing Entity Conditions.....	52
Section 8: <u>Description of Services - Intrastate Operator Services</u>	53
8.1 Collect Calls	53
8.2 Third Party Calls.....	53
8.3 Calling Card Calls	53
8.4 Room Charge Calls.....	53
8.5 Person-to-Person Calls	53

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

TABLE OF CONTENTS (Cont'd)

	<u>Page No.</u>
Section 9: <u>Rates - Intrastate Operator Services</u>	54
9.1 Application of Rate Tables.....	54
9.2 Taxes.....	54
9.3 Timing of Calls.....	54
9.3.A Collect Calls.....	54
9.3.B Person-to-Person Calls.....	54
9.3.C All Other Calls	54
9.4 Rates and Charges	55
9.4.A Per Minute Rates and Surcharges.....	55
9.4.B Busy Line Verification.....	56
9.4.C Busy Line Interruption.....	56
Section 10: <u>Surcharges and Fees – Intrastate Operator Services</u>	57
10.1 Surcharges.....	57
Price Sheets	

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

EXPLANATION OF SYMBOLS

- (C) - To signify changed regulation
- (D) - To signify discontinued rate or regulation
- (I) - To signify increase
- (M) - To signify matter relocated without change
- (N) - To signify new rate or regulation
- (R) - To signify reduction
- (S) - To signify reissued matter
- (T) - To signify a change in text but no change in rate or regulation
- (Z) - To signify a correction

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**1. General**1.1 Application of Tariff

- 1.1.A This Tariff contains the regulations and rates applicable to the provision of Intrastate Message Telecommunications Service, hereinafter referred to as "Service", by Hargray, Inc. , hereafter referred to as the "Company", from its points of presence in the State of South Carolina to domestic points, as specified herein. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.
- 1.1.B The provision of such Service by the Company as set forth in this Tariff does not constitute a joint undertaking with the Customer for the furnishing of any Service.

1.2 Definitions

Certain terms used throughout this Tariff are defined as follows:

1.2.A Access Code

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

1.2.B. Aggregator

Any person that, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for intrastate telephone calls using a Provider of Operator Services.

1.2.C Application for Service

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

1.2.D Authorization Code

A numerical code, one or more of which may be assigned to a Customer to enable the Company to identify the origin of the user or individual users or groups of users on one account so that the Company may rate and bill the call.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**1. General** (Cont'd)1.2 Definitions (Cont'd)1.2.E Billed Party

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

1.2.E.1 in the case of a Room Charge call, the Subscriber;

1.2.E.2 in the case of a Calling Card or Credit Card call, the holder of the calling card or credit card used by the consumer; and

1.2.E.3 in the case of a Collect or Third Party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

1.2.F Call Splashing

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

1.2.G Commission

The South Carolina Public Service Commission.

1.2.H Common Carrier

A company or entity providing telecommunications services to the public.

1.2.I Company

Hargray, Inc., unless the context indicates otherwise.

1.2.J Consumer

A person initiating any intrastate telephone call using Operator Services.

1.2.K Customer

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**1. General** (Cont'd)1.2 Definitions (Cont'd)1.2.L Customer Dialed Calling Card Call

A Calling Card Call which is dialed by the Customer and may or may not require intervention by an attended operator position to complete.

1.2.M Customer Provided Equipment

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

1.2.N Dialed Access

An arrangement whereby a Customer uses the public switched network facilities of a local exchange telephone company to access the terminal of the Company.

1.2.O Equal Access

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

1.2.P Equal Access Code

An access code that allows the public to obtain an Equal Access connection to the carrier associated with that code.

1.2.Q Intrastate Message Telecommunications Service (MTS)

The term "Intrastate Message Telecommunications Service" denotes the furnishing of station-to-station direct dial intrastate switched network services to the Customer for the completion of long distance voice and dial up low speed data transmissions over voice grade channel from the Company's Points of Presence in the State of South Carolina to intrastate points as specified herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**1. General** (Cont'd)1.2 Definitions (Cont'd)1.2.R Local Exchange Carrier (LEC)

A telephone company which furnishes local exchange services.

1.2.S Measured Usage Charge or Measured Charge

A charge assessed on a per-minute basis in calculating all or a portion of the charges due for a completed call over the Company's facilities. When used in the Operator Services Section of this Tariff, the term refers to a charge assessed for a completed Operator Assisted Call.

1.2.T Other Common Carrier

The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic or international communications service to the public.

1.2.U Premises

The space designated by a Customer as its place or places of business for provision of Service or for its own communications needs.

1.2.V Service

The offerings by the Company to the Customer under this Tariff.

1.2.W Subscriber

An Aggregator that selects the Company as the Presubscribed provider of Operator Services for one or more locations within that Aggregator's control.

1.2.X Subscriber Surcharge

A surcharge imposed by the Subscriber, to be paid by the consumer, for the use of Subscriber's telephone instruments, and other facilities in obtaining access to the Company's services.

1.2.Y Telecommunications

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services**2.1 Undertaking of the Company2.1.A Scope

The Company is a carrier providing intrastate domestic communications services to Customers for their direct transmission of voice, data and other types of telecommunications within the State of South Carolina as described in this Tariff.

2.1.B Limitations

2.1.B.1 The services provided pursuant to this Tariff are offered subject to the availability of facilities and the other provisions of this Tariff.

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

2.1.B.3 The Company retains the right to deny Service to any Customer which fails to comply with the rules and regulations of this Tariff, or other applicable rules, regulations or laws.

2.2 Obligations of the Customer

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

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

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

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

2.2.E The Customer shall indemnify and save harmless the Company from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by the Customer using the Company's Services; and any other claim resulting from any act or omission of the Customer to the use of the Company's facilities.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)****2.2 Obligations of the Customer (Cont'd)**

- 2.2.F Nothing contained herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any Customer or person any ownership interest or proprietary right in any particular code issued by Company; provided, however, that a Customer that continues to subscribe to Company's Services will be provided a replacement code in the event such Customer's initial code is canceled.
- 2.2.G The Customer shall reimburse the Company for damages to the Company's facilities caused by any negligence or willful act or acts on the part of the Customer.
- 2.2.H The Customer shall pay and hold the Company harmless from the payment of all charges for service ordered by the Customer from the Local Exchange Carriers or other entities for telecommunications services and/or facilities connecting the Customer and the Company.
- 2.2.I In the event a suit is brought by the Company, or an attorney is retained by the Company to collect any bill or enforce the terms of this Tariff against a Customer, that Customer shall be responsible for payment of all reasonable attorney's fees, court costs, costs of investigation and any and all other related costs and expenses incurred by the Company in connection therewith.
- 2.2.J The Customer understands that the Services are furnished subject to the condition that there will be no abuse, fraudulent and/or illegal use thereof. Such activity includes, but is not limited to:
- 2.2.J.1 Using the Service for any purpose which is in violation of any law.
- 2.2.J.2 Obtaining or attempting to obtain Services through any scheme, false representation and/or use of any fraudulent means or devices whatsoever with the intent to avoid payment, in whole or in part, of charges for Services, or assisting any other person or firm in such regard.
- 2.2.J.3 Attempting to, or actually obtaining, accessing, altering, or interfering with the communications and/or information by rearranging, tampering with or making any connection with any facilities of the Company or assisting any other person or firm in such regard.
- 2.2.J.4 Using the Services in a manner that interferes unreasonably with the use of Service by one or more other Customers.
- 2.2.J.5 Using the Service to convey information deemed to be obscene, salacious, or prurient, to impersonate another person with fraudulent or malicious intent, to call another person or persons so frequently, at such times, or in such a manner as to annoy, abuse, or harass, or to convey information of a nature or in a manner that renders such conveyance unlawful.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)

2.2 Obligations of the Customer (Cont'd)

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

2.3 Liabilities of the Company

2.3.A Except as stated in this Section 2.3, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.

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

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

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

2.4 Service Orders

The Customer must place an Application for Service with the Company to initiate, cancel or change the Services provided pursuant to this Tariff. All Applications for Services must be in writing and provide, at a minimum, the following information:

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

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities2.5.A Deposits

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

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

2.5.A.3 Interest will be paid by the Company on all sums held on deposit at the rate established annually by the South Carolina Public Service Commission for customer deposits. The interest will be accrued for the period during which the deposit is held by the Company.

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

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

2.5.B Description of Payment and Billing Periods

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

2.5.B.2 When billing functions are performed by a Local Exchange Carrier (LEC), commercial credit card company or others, the payment conditions and requirements of such LECs apply, including any applicable interest.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.B Description of Payment and Billing Periods (Cont'd)

2.5.B.3 In the event a Local Exchange Carrier, commercial credit card company or others ceases efforts to collect any amounts associated with the Company's charges, the Company may bill the Customer or the called party directly, and may utilize its own billing and collection procedures which shall be consistent with all applicable statutes, rules and regulations.

2.5.C Taxes, Gross Revenue, Gross Income, and Gross Earnings Surcharges

2.5.C.1 Sales tax is covered by state statute and other applicable taxes may be covered by state or federal statutes. Such taxes may be included on Customer bills in accordance with any applicable rules of the state or federal regulatory authority.

2.5.C.2 In addition to all recurring, non-recurring, minimum, usage, surcharges or special charges, the Customer identified in this Tariff shall also be responsible for and shall pay all applicable federal, state and local taxes or surcharges, including sales, use, excise, gross earnings, and gross income taxes. All such taxes shall be separately shown and charged on bills rendered by Company or its billing agent. Sales and use taxes shall be applied to all charges and shall also be applied to all applicable gross earnings, gross revenue and gross income taxes.

2.5.D Payment and Late Payment Charge

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

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

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.E Returned Check Charge

In cases where the Company issues direct bills to Customers, and payment by check is returned for insufficient funds, or is otherwise not processed for payment, there will be a charge as set forth herein. Such charge will be applicable on each occasion when a check is returned or not processed. The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

2.5.F Suspension or Termination for Nonpayment

In the event of nonpayment of any bill rendered or any required deposit, the Company may, after written notice, suspend Service to the Customer.

2.5.G Credit Allowances/Service Interruptions

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

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

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

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

2.5.G.5 Any credit provided to the Customer under this Tariff shall be determined in accordance with the provisions of Section 2.5.H.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.5 Charges and Payments for Service or Facilities (Cont'd)2.5.H Service Interruption Measurement

2.5.H.1 In the event of an interruption of Service that exceeds the minimum requirements set forth in this paragraph, the Company shall make a credit allowance at the Customer's request for a pro rata adjustment of all Service charges billed by the Company for Services rendered inoperative by the interruption. The credit allowance will be computed by dividing the duration of the service interruption measured in twenty-four (24) hour days, from the time the interruption is reported to the Company, by a standard thirty (30) day month, and then multiplying the result by the Company's fixed monthly charges for each interrupted Service.

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

2.6 Termination or Denial of Service by the Company

2.6.A The Company may, immediately and without notice to the Customer, and without liability of any nature, temporarily deny, terminate, or suspend Service to any Customer:

2.6.A.1 In the event such Customer or its agent: (a) willfully damages the Company equipment, interferes with use of the Company's Service by other Customers of the Company; (b) unreasonably places capacity demands upon the Company's facilities or Service; or (c) violates any statute or provision of law, or any rule or regulation of any state or federal regulatory agency relating to communications; or (d) otherwise fails to comply with the provisions of this Tariff or applicable law; or

2.6.A.2 In the event a Customer becomes insolvent, is the subject of any formal legal proceeding commenced in a court involving a voluntary or involuntary petition or proceeding in bankruptcy, seeks protection or relief from creditors in a formal legal proceeding after a filing for such relief, or executes an assignment for the benefit of creditors; or

2.6.A.3 In the event that the Company determines that any Service is being used fraudulently or illegally, whether by a Customer or its agent.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.7 Special Services2.7.A General

For the purpose of this Tariff, Special Services are deemed to be any Service requested by the Customer and provided by the Company for which there is no prescribed rate in this Tariff. Special Services charges will be developed on an individual case basis (ICB) and may be established by contract between the Company and the Customer. Such contract or ICB rates will be filed with the Commission for its approval if required by applicable rules and regulations.

2.7.B When Applicable

Special Services rates apply in the following circumstances:

- 2.7.B.1 If at the request of the Customer, the Company obtains facilities not normally used by the Company to provide Service to its Customer;
- 2.7.B.2 If at the request of the Customer, the Company provides technical assistance not normally required to provide Service;
- 2.7.B.3 Where special signaling, conditioning, equipment, or other features are required to make Customer Provided Equipment compatible with the Company's Service;
- 2.7.B.4 When, at the specific request of the Customer, installation by the Company or its agent and/or routine maintenance is performed outside of the regular business hours.
- 2.7.B.5 If installation and/or routine maintenance is extended beyond normal business hours at the request of the Customer and these circumstances are not the fault of the Company, Special Service charges may apply. Such circumstances include, but are not limited to, stand-by in excess of one hour, weekend, holiday or night time cut-over, and additional installation testing in excess of the normal testing required to provide Service.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.7 Special Services (Cont'd)2.7.C Cancellation

If a Customer orders Service requiring special facilities dedicated to the Customer's use and then cancels its order before the Service begins, before completion of any minimum Service periods associated with such special facilities ordered by the Company or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be made to the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such Service provided, the nonrecoverable cost of such construction shall be borne by the Customer.

2.8 Special Pricing Arrangements

Customized Service packages and competitive pricing arrangements at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers for proposals or for competitive bids. Special Pricing Arrangements offered under this Tariff will be provided to the Customer pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Such contracts will be filed with the Commission for approval if required by applicable rule or regulation.

2.9 Special Construction

All rates and charges quoted in this Tariff provide for the furnishing of a Service when suitable facilities are available or where the construction of the necessary facilities does not involve unusual costs. When the revenue to be derived from the Service does not warrant the Company assuming the unusual costs of providing the necessary construction, the Customer may be required to pay all or a portion of such costs and to contract for the service for a sufficient period to warrant the construction, depending upon the circumstances in each case. The Company's charges for such special construction shall follow the same guidelines for establishing charges for Special Services as described in Section 2.8 of this Tariff.

2.10 Inspection, Testing and Adjustment

2.10.A The Company may, upon reasonable notice, make such tests and inspections as may be necessary to investigate the installation, operation or maintenance of the Customer's or the Company's equipment or connecting facilities. The Company may interrupt Service at any time, without penalty or liability to itself, where necessary to prevent improper use of Service, equipment, facilities, or connections.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**2. Rules and Regulations - Intrastate Message Telecommunications Services (Cont'd)**2.10 Inspection, Testing and Adjustment (Cont'd)

2.10.B Upon reasonable notice, the facilities and equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for its maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four (24) hours in length.

2.11 Marketing

The Company will market their services, but the Company will not participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in the State of South Carolina. Furthermore, the Company will comply with marketing procedures set forth by the Commission.

2.12 Operator Services

2.12.A Operator services will be provided by the Company as part of the Service furnished by the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services

3.1 Service Points

3.1.A The Company provides originating Service from domestic points in the State of South Carolina to domestic points in the State of South Carolina.

3.1.B The Company provides terminating service from domestic points in the State of South Carolina to domestic points in the State of South Carolina.

3.2 Measurements

3.2.A Time-of-Day Rate Period

Time-of-Day Rate Periods are reflected in the rates found herein.

3.2.B Availability of Service

The Service is available at the rates listed herein through subscription to any of the intrastate message telecommunication service offerings available from the Company.

3.2.C Holiday Rates

3.2.C.1 During the following officially recognized holidays, Off-Peak Rates will be applicable during all hours.

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.3 Timing of Calls**

- 3.3.A Unless otherwise indicated in this Tariff, calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.3.B The starting event occurs when the Company's terminal experiences an "Incoming Signaling Protocol Successful," i.e., upon the seizure of an inbound trunk.
- 3.3.C The terminating event occurs when the Company's terminal receives a signal from the Local Exchange Carrier that either the calling party or the called party has hung up.
- 3.3.D There shall be no charge for unanswered calls. Upon receiving reasonable and adequate notice of billing from a Customer for any such call, the Company may issue a credit in an amount equal to the charge for the call. Calls which are in progress longer than one minute will be presumed to have been answered.
- 3.3.E The time of day at the calling party rate center determines what Time-of-Day rate period applies.

3.4 Method of Applying Rates

- 3.4.A Calls that begin in one rate period and terminate in another will be billed at the rate applicable for each respective minute of the call.
- 3.4.B Unless specified otherwise in this Tariff, the duration of each call for billing purposes will be rounded off to the nearest higher sixty (60) second increment.

3.5 Promotional Discounts

The Company may from time to time offer promotional discounts. Such discounts will be for a specified period of time, will not exceed published rates, and will be offered to all qualifying Customers on a non-discriminatory basis, under any rules prescribed by the Commission. Promotional discounts will be filed with the Commission.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.6 Dialed Intrastate Message Telecommunications Services**

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

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

3.6.C All Customers shall be charged the rates identified herein.

3.7 Optional Calling Plans**3.7.A Eight Cent Plan****3.7.A.1 General Information**

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

3.7.A.2 Regulations

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.7 Optional Calling Plans (Cont'd)****3.7.B The Eight Cent Plus Plan****3.7.B.1 General Information**

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

3.7.B.2 Regulations

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.7 Optional Calling Plans (Cont'd)****3.7.C The Six Cent Plan****3.7.C.1 General Information**

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

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

3.7.C.2 Regulations

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

3.7.D The Twelve Cent Plan**3.7.D.1 General Information**

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

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

3.7.D.2 Regulations

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.8 Calling Card Service

- 3.8.A Calling Card Service permits Customers which have arranged for a Company-issued calling card to make calling card calls throughout the State of South Carolina through the use of a specific "1-800" telephone number provided by the Company. Calling Card Service calls are timed by the Company in sixty (60) second increments. "Ring-busy" and "ring-no-answer" calls will not knowingly be charged to the Customer and if charged in error, will be credited by the Company to the Customer. Timing begins at the "starting event" and ends at the "terminating event," unless otherwise specified. Time between the starting event and the terminating event is the call duration. The minimum call duration for a completed call is sixty (60) seconds, unless otherwise specified.
- 3.8.B It is the responsibility of the Customer to guard and protect against any unauthorized use of any company issued codes to which billing may be charged.
- 3.8.C The rates for this service are provided for in Sections 4 and 5 herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)****3.9 Hargray Universal Prepaid Calling Card Service**

- 3.9.A Hargray Universal Prepaid Calling Card Service is offered by the Company and provides the Customer with access twenty-four hours a day, seven days a week to prepaid toll calls within the United States through a Company specified access code. Once made, the call is transferred via automated assistance for completion by the Company and charged against a prepaid card with an available balance on a unit basis. Each unit is equal to one minute. Customers are notified of their remaining card balance each time a call is placed and are notified during a call when the balance is about to be depleted. The card's access number, number of units, authorization code and expiration date are provided to the customer at the time of purchase.
- 3.9.B Each fractional minute will be rounded up to the next minute. Each unit is priced at the prevailing rate as set forth herein. Each card will have a specified expiration date printed on the card within which all units must be used. Payment by the Customer for the Hargray Universal Prepaid Calling Card Service is due in advance or upon receipt of the prepaid card. While the Company will not refund any unused units, the Company reserves the right to recall all unused Prepaid Calling Cards and refund to Customers any remaining balances on the recalled cards.
- 3.9.C Hargray Universal Prepaid Calling Card Service can be accessed through a touchtone telephone only.
- 3.9.D Hargray Universal Prepaid Calling Cards may be purchased in dollar amounts determined by the Company on a rate per unit basis determined by the Company, subject to availability. The number of available Prepaid Calling Cards is subject to technical limitations. Such cards are offered to Customers on a first come first serve basis.
- 3.9.E Calls to 500, 700, 800, and 900 numbers, all operator services calls, directory assistance, busy line verification and interrupt services, calls requiring the quotation of time and charges and conference calls may not be completed with the Company's Prepaid Calling Card Service.
- 3.9.F The Customer assumes complete liability for the card in the event it is lost, stolen or if unauthorized use of the card has occurred.
- 3.9.G Unless specifically noted to the contrary, calls made utilizing a prepaid calling card are independent of any other product, promotion or term plan offered by the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.10 800 Service

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

3.11 Directory Assistance Service

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

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)**3.12 Wide Area Telecommunications Service (WATS)3.12.A General Information

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

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

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

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

3.12.B Regulations

3.12.B.1 WATS applies per billing account. If the customer has more than one line, all lines billed to one billing account will be included. If lines are billed to more than one account, regulations and charges apply for each billing account subscribed to WATS Service.

3.12.C Limitation of Service

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

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.12 Wide Area Telecommunications Service (WATS) (Cont'd)

3.12.D Ten Cents High Volume Plan

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

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

3.12.E Nine Cents High Volume Plan

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

3. General Classification and Description of the Company's Service - Intrastate Message Telecommunications Services (Cont'd)

3.13 Special Service Arrangements

3.13.A General Information

- 3.13.A.1 Where practicable, special equipment and arrangements, not otherwise provided for in this tariff, are furnished if they are in accord with authorized service offerings and if they are to be used in connection with and not detrimental to any of the services furnished by the Company. Charges for such special service arrangements will be based on the estimated costs of furnishing them.
- 3.13.A.2 Initial service periods exceeding one month may be necessary for facilities and equipment provided under a special service arrangement.
- 3.13.A.3 The rates, charges and contract terms for the following items have been established as specified above to meet the particular requirements of certain customers. Inclusion of the rates and codes herein in no way constitutes authorization for any customers other than those specified. Service charges apply to installation of Special Service Arrangements subsequent to the initial installation associated equipment.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4. Rates for Intrastate Residential Message Telecommunications Service

4.1 Returned Check Charge

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

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

4.2 Dial Station-to-Station Service

4.2.A Basic Rate Plan

The following rate is applicable to Intrastate Dial Station-to-Station calling within the State of South Carolina.

	<u>Maximum Rate</u>
Per Minute	\$0.25

Depending upon market conditions, the Carrier may offer discounts in addition to any rates provided herein. Discounts apply as referenced herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

4.3 Optional Calling Plans

4.3.A Eight Cent Plan Rates

	<u>Maximum Rate</u>
Monday – Friday 8:00 a.m. – 7:59 p.m.	\$0.25
Monday – Friday 8:00 p.m. – 7:59 a.m. Saturday and Sunday – All Day	\$0.08

4.3.A.1 Eight Cent Plan is transferred in connection with transfer of local exchange line or lines.

4.3.B The Eight Cent Plus Plan Rates

	<u>Maximum Rate</u>
(Up to 25 hours of calling) Monday – Friday 8:00 a.m. – 7:59 p.m.	\$0.25/min.
(Up to 25 hours of calling) Monday – Friday 8:00 p.m. – 7:59 a.m. Saturday and Sunday – All Day	\$0.08/min.
(Over 25 hours of calling) Monday – Friday 8:00 a.m. – 7:59 p.m.	\$0.25/min.
(Over 25 hours of calling) Monday – Friday 8:00 p.m. – 7:59 a.m. Saturday and Sunday – All Day	\$0.08/min.
Monthly Fee	\$24.95/mo.

4.3.B.1 The Eight Cent Plus Plan is transferred in connection with transfer of local exchange line or lines.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

4.3 Optional Calling Plans (Cont'd)

4.3.C The Six Cent Plan Rates

	<u>Maximum Rate</u>
Flat Rate – Per Minute	\$0.06
Monthly Surcharge	\$9.99

4.3.C.1 The Six Cent Plan is transferred in connection with transfer of local exchange line or lines.

4.3.D The Twelve Cent Plan Rates

	<u>Maximum Rate</u>
Per Minute	\$0.15

4.3.D.1 The Twelve Cent Plan is transferred in connection with transfer of local exchange line or lines.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

4.4 Calling Card Service

Rates for calling card service for all points in the State of South Carolina. The rates are as follows:

	<u>Maximum Rate</u>
4.4.A Per Minute of Use	\$0.35
4.4.B Surcharge Per Call	\$0.70

4.5 Hargray Universal Prepaid Calling Card Service

4.5.A Rates

	<u>Maximum Rate</u>
Retail	\$0.35
Promotional	\$0.35
Bulk	\$0.35
Storefront	\$0.35

4.5.A.1 The face value of each card will be evenly divisible by the per unit charge listed above. Domestic calls will be charged against the Prepaid Calling Card at one unit per minute. Upon expiration of a Prepaid Calling Card, any unclaimed balance of units will revert to the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

4.6 800 Service

4.6.A Rates and Charges

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received. For an additional per-message charge, customers can receive a monthly message detail listing all telephone calls received.

	<u>Maximum Rate</u>
4.6.B <u>One-Time Charge For Establishing Service</u>	\$30.00
4.6.C <u>Monthly Recurring Subscription Charge</u>	\$10.00
	<u>Maximum Rate Per Minute</u>
4.6.D <u>Per-Minute Usage Charges</u>	
Per Minute	\$ 0.25
4.6.E <u>Message Detail Option</u>	
Per Message	\$ 0.10

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4. Rates for Intrastate Residential Message Telecommunications Service (Cont'd)

4.7 Directory Assistance Service

Rates for directory assistance service for all points in the State of South Carolina. The rates are as follows:

	<u>Maximum Rate</u>
4.7.A Per Request	\$0.70

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5. Rates for Intrastate Business Message Telecommunications Service

5.1 Returned Check Charge

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

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

5.2 Dial Station-to-Station Service

5.2.A Basic Rate Plan

Rates are listed in the price sheets herein.

5.3 Optional Calling Plans

5.3.A The Twelve Cent Plan Rates

Rates are listed in the price sheets herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5. Rates for Intrastate Business Message Telecommunications Service (Cont'd)

5.4 Calling Card Service

5.4.A Rates for calling card service for all points in the State of South Carolina. The rates are as follows:

	<u>Maximum Rate</u>
Per Minute of Use	\$0.35
Surcharge Per Call	\$0.70

5.5 Hargray Universal Prepaid Calling Card Service

5.5.A Rates

	<u>Maximum Rate</u>
Retail	\$0.35
Promotional	\$0.35
Bulk	\$0.35
Storefront	\$0.35

5.5.A.1 The face value of each card will be evenly divisible by the per unit charge listed above. Domestic calls will be charged against the Prepaid Calling Card at one unit per minute. Upon expiration of a Prepaid Calling Card, any unclaimed balance of units will revert to the Company.

5.6 800 Service

5.6.A Rates

Rates are listed in the price sheets herein.

5.7 Directory Assistance Service

5.7.A Rates

Rates are listed in the price sheets herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5. Rates for Intrastate Business Message Telecommunications Service (Cont'd)

5.8 Wide Area Telecommunications Service (WATS)

5.8.A Wide Area Telecommunications Service (WATS) Rates

Rates are listed in the price sheets herein.

5.8.B Ten Cents High Volume Plan Rates

Rates are listed in the price sheets herein.

5.8.C Nine Cents High Volume Plan Rates

Rates are listed in the price sheets herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

6. Introductory Statement - Intrastate Operator Services

The Company provides Intrastate operator services for telephone calls initiated from its customers' locations, through contractual relationships with Intrastate service providers.

6.1 Subject of Intrastate Operator Services

This section of the tariff contains the regulations and rates applicable to Intrastate Operator Services, as defined herein, provided by the Company for telecommunications between all points within the State of South Carolina.

6.2 Applicability of Intrastate Operator Services

6.2.A The rates and regulations contained herein do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of the Company.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

7. Rules and Regulations – Intrastate Operator Services

7.1 Use of Operator Services

- 7.1.A The Company's Operator Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 7.1.B The use of the Company's Operator Services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 7.1.C The use of the Company's Operator Services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 7.1.D The Company Operator Services are available for use twenty-four (24) hours per day, seven (7) days per week.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

7. Rules and Regulations - Intrastate Operator Services (Cont'd)

7.2 Responsibilities of the Company

- 7.2.A The Company shall identify itself, audibly and distinctly, to the Consumer at the beginning of each telephone call and a second time before the Consumer incurs any charge for the call.
- 7.2.B The Company shall permit the Consumer to terminate the telephone call at no charge before the call is connected.
- 7.2.C The Company shall disclose immediately to the Consumer, upon request and at no charge to the Consumer,
- (1) A quote of its rates or charges for the call;
 - (2) The methods by which such rates or charges will be collected; and
 - (3) The methods by which complaints concerning such rates, charges, or collection practices will be resolved.
- 7.2.D The Company shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if the Company reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" or "888" numbers to Intrastate common carriers in violation of paragraph 7.4.A.1.(b); or (ii) is blocking access to Equal Access codes in violation of rules the Commission may prescribe.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**7. Rules and Regulations - Intrastate Operator Services (Cont'd)****7.3 Liability of the Company**

- 7.3.A Except as stated in this Section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Tariff.
- 7.3.B The liability of the Company for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations shall not exceed an amount equal to the charges under this Tariff applicable to the specific call (or portion thereof) that was affected. No other liability in any event shall attach to the Company.
- 7.3.C The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fires, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or other labor difficulties.
- 7.3.D The Company shall not be liable for any action or omission of any other entity furnishing facilities, equipment, or services used by a Subscriber or Consumer with the Company's Operator Service. Nor shall the Company be liable for any damages or losses due to the failure or negligence of any Subscriber or Consumer or due to the failure of Subscriber-provided equipment, facilities or services.
- 7.3.E The Company shall be indemnified and saved harmless by the Subscriber from and against all loss, liability, damage and expenses, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services, and any other claim resulting from any act or omission of the Subscriber or any Consumer relating to the use of the Company's facilities.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**7. Rules and Regulations - Intrastate Operator Services (Cont'd)**7.4 Responsibilities of Subscribers

7.4.A The Subscriber shall:

1. Post on or near the telephone instrument, in plain view of Consumers:
 - (a) The name, address, and toll-free telephone number of the Provider of Operator Services;
 - (b) A written disclosure that the rates for all operator-assisted calls are available on request, and that Consumers have a right to obtain access to the Intrastate common carrier of their choice and may contact their preferred Intrastate common carriers for information on accessing that carrier's service using that telephone; and
 - (c) The name and address of the enforcement division of the Commission, to which the Consumer may direct complaints regarding Operator Services; and
2. Ensure that each of its telephones presubscribed to a Provider of Operator Services allows the Consumer to use toll free access code numbers to obtain access to the Provider of Operator Services desired by the Consumer; and
3. Ensure that no charge by the Subscriber to the Consumer for using toll free access code numbers, is greater than the amount the Subscriber charges for calls placed using the Presubscribed Provider of Operator Services.
4. The requirements of paragraph 7.4.A.1 shall not apply to a Subscriber in any case in which State law or State regulation requires the Subscriber to take actions that are substantially the same as those required in paragraph 7.4.A.1.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**7. Rules and Regulations - Intrastate Operator Services (Cont'd)**7.4 Responsibilities of Subscribers (Cont'd)

- 7.4.B The Subscriber is responsible: for placing any necessary orders; for complying with Tariff regulations; and for assuring that Consumers comply with Tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Consumers. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit cards calls.
- 7.4.C The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by the Company on the Subscriber's behalf.
- 7.4.D If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 7.4.E The Subscriber is responsible for arranging access to its premises at times mutually agreeable to the Company when required for personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 7.4.F The Subscriber shall ensure: that its terminal equipment and/or system is properly interfaced with the Company's facilities or services; that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the Subscriber and in compliance with the criteria set forth by the Commission; and that the signals emitted do not damage equipment, injure personnel, or degrade service to other Subscribers.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of service to other Subscribers, the Company may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Subscriber's service.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**7. Rules and Regulations - Intrastate Operator Services (Cont'd)**7.4 Responsibilities of Subscribers (Cont'd)

7.4.G The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligence or the willful act of the Subscriber, Consumers, or others, by improper use of equipment provided by the Subscriber, Consumers, or others.

7.4.H The Subscriber must pay for the loss through theft of any of the Company's equipment installed at Subscriber's premises.

7.5 Responsibilities of the Consumer

7.5.A The Consumer is responsible for compliance with the applicable regulations set forth in this Tariff.

7.5.B The Consumer is responsible for establishing its identity as often as necessary during the course of a call.

7.5.C The Consumer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**7. Rules and Regulations - Intrastate Operator Services (Cont'd)****7.6 Cancellation or Interruption of Services**

7.6.A Without incurring liability, the Company may discontinue Operator Services to a Subscriber or to a particular Subscriber location, or may withhold the provision of ordered or contracted services under the following conditions:

1. For nonpayment of any sum due the Company after issuance of the bill for the amount due;
2. For violation of any of the provisions of this Tariff;
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
4. By reason of any order or decision of a court, the Commission or Federal regulatory body or other government authority prohibiting the Company from furnishing its services.

7.6.B Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with Tariff regulations and the proper installation and operation of the Subscriber and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

7.6.C Service may be discontinued by the Company, without notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**7. Rules and Regulations - Intrastate Operator Services (Cont'd)****7.7 Billing Arrangements****7.7.A Collect, Calling Card and Third Party Calls**

Charges for calls of this type will be included on the Billed Party's business telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company. The Company will not bill an intrastate telephone call to a billing card number which is issued by another Provider of Operator Services, and permits the identification of the other provider, unless the call is billed at a rate not greater than the other provider's rate for the call, the Consumer requests a special service that is not available under Tariff from the other provider, or the Consumer expressly consents to a rate greater than the other provider's rate.

7.7.B Credit Card Calls

Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

7.7.C Room Charge Calls

When requested by the Consumer, and authorized by the Subscriber, the charges may be provided for inclusion on the hotel or motel bill of the Consumer. In such cases, the Company will provide a record of the call detail and charges to the hotel or motel for such billing purposes. The subscriber is solely responsible for the collection of room charges from its guests, and remains liable to the Company for all Room Charge calls regardless of whether such charges are in fact collected from the Consumer.

7.7.D Unanswered Calls

The Company will not bill for unanswered calls. In the event that an unanswered call is inadvertently billed, the Company will cancel or refund all such charges upon request of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**7. Rules and Regulations - Intrastate Operator Services (Cont'd)****7.7 Billing Arrangements (Cont'd)****7.7.E Call Splashing**

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

7.7.F Billing Entity Conditions

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

Public Service Commission of South Carolina
P.O. Drawer 11649
Columbia, South Carolina 29211
(803) 896-5100

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**8. Description of Services - Intrastate Operator Services**

The Company offers Operator Services pursuant to this Tariff. All Operator Services are offered for the purpose of completing intrastate telephone calls to any ten-digit telephone number (area code plus seven-digit local number) within the State of South Carolina.

8.1 Collect Calls

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

8.2 Third Party Calls

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

8.3 Calling Card Calls

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

8.4 Room Charge Calls

A call placed with the assistance of an operator, for which charges are collected by the Subscriber, normally a hotel or motel, from the guest or occupant of the room from which the call originated. A call of this type requires that the Company communicate the call detail and charges back to the originating Subscriber location following the completion of the call. This service is provided only where authorized by the Subscriber.

8.5 Person-to-Person Calls

A call which is placed under the stipulation that the caller will speak only to a specific called party. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. Any of the types of calls described in 8.1 to 8.4, above, may optionally be placed on a person-to-person basis. The caller must arrange with the operator to make a person-to-person call; otherwise, all calls will be treated as station-to-station.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**9. Rates - Intrastate Operator Services**

This Section contains the Company's basic usage rates for telephone calls completed by means of its Operator Services. Other applicable charges are stated within this Tariff.

9.1 Application of Rate Tables

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Dialed surcharge, as set forth within this tariff, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person); and (c) other charges as set forth in Section 9. The usage charge element is specified as a rate per minute which applies to each minute of call duration, with fractional minutes of use thereafter counted as one (1) full minute.

9.2 Taxes

All Federal excise taxes, and state and local sales, use and similar taxes, are billed as separate line items and are not included in the quoted rates.

9.3 Timing of Calls

Billing for calls placed over the Company network is based in part on the duration of the call. Timing of each call begins as specified below, and ends when the called party hangs up.

9.3.A Collect Calls

Timing begins when the called party accepts the responsibility for payment.

9.3.B Person-to-Person Calls (other than Collect)

Timing begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.

9.3.C All Other Calls

Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

9. Rates - Intrastate Operator Services (Cont'd)

9.4 Rates and Charges

9.4.A Per Minute Rates and Surcharges

9.4.A.1 The Carrier Service per minute usage rates as outlined on the operator services rate table will apply with a one (1) time per call placement charged added to the initial minute of each Operator Service call placed within the State of South Carolina.

	<u>Maximum Rate</u>
<u>Rate:</u>	
Flat	\$0.30/min.
Coin Control (Paid)	\$0.40/min.
 <u>Surcharges (Per Call):</u>	
Station-Basic	\$1.75
Collect	\$1.75
3rd Party	\$1.75
Person-Basic	\$3.50
Collect	\$3.50
3rd Party	\$3.50
LEC or CC	\$0.80
OP Dialed/CC	\$0.75
PAS	\$1.00

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES**9. Rates - Intrastate Operator Services (Cont'd)**9.4 Rates and Charges (Cont'd)

9.4.B Busy Line Verification

Provides operator assistance in determining if there is a conversation in progress on a called station. The service charge is applied to all attempts to verify the condition of a customer line, busy talking, busy not talking (e.g., off hook) except attempts which are unsuccessful due to network equipment failure.

Maximum Rate

Residential:	\$5.50/verification
Business:	\$5.50/verification

9.4.C Busy Line Interruption

Provides for operator interruption of a conversation in progress on a called station. A charge applies for each attempt to interrupt regardless of whether or not the called station releases the call. A Busy Line Verification must be made, and its Service Charge incurred, prior to a Busy Line Interruption.

Once an operator has verified the line, and the called party has agreed to accept the interruption, the Customer is provided the option of completing an operator assisted call to the called station without hanging up or originating a separate call. Customers may accept or refuse the operator's offer to complete the call.

Maximum Rate

Residential:	\$5.50/interruption
Business:	\$5.50/interruption

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

10. Surcharges and Fees - Intrastate Operator Services

10.1 Surcharges

Surcharges will be assessed to the consumer as provided for herein.

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Issued by:

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Hargray, Inc.
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Effective: EFFDATE

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4.1 Returned Check Charge

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

4.2 Dial Station-to-Station Service

4.2.A Basic Rate Plan

	<u>Rate</u>
Per Minute	\$0.19

4.3 Optional Calling Plans

4.3.A Eight Cent Plan

	<u>Rate</u>
Monday – Friday 8:00 a.m. – 7:59 p.m.	\$0.16
Monday – Friday 8:00 p.m. – 7:59 a.m. Saturday and Sunday – All Day	\$0.08

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES4.3 Optional Calling Plans (Cont'd)4.3.B The Eight Cent Plus Plan

	<u>Rate</u>
(Up to 25 hours of calling) Monday – Friday 8:00 a.m. – 7:59 p.m.	\$0.16/min.
(Up to 25 hours of calling) Monday – Friday 8:00 p.m. – 7:59 a.m. Saturday and Sunday – All Day	\$0.08/min.
(Over 25 hours of calling) Monday – Friday 8:00 a.m. – 7:59 p.m.	\$0.16/min.
(Over 25 hours of calling) Monday – Friday 8:00 p.m. – 7:59 a.m. Saturday and Sunday – All Day	\$0.08/min.
Monthly Fee	\$24.95/mo.

4.3.C The Six Cent Plan

	<u>Rate</u>
Flat Rate – Per Minute	\$0.06
Monthly Surcharge	\$4.95

4.3.D The Twelve Cent Plan

	<u>Rate</u>
Per Minute	\$0.12

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

4.4	<u>Calling Card Service</u>	<u>Rate</u>
	Per Minute of Use	\$0.20
	Surcharge Per Call	\$0.55
4.5	<u>Hargray Universal Prepaid Calling Card Service</u>	<u>Rate</u>
	Retail	\$0.25
	Promotional	\$0.20
	Bulk	\$0.15
	Storefront	\$0.12

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES4.6 800 Service4.6.A Rates and Charges

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received. For an additional per-message charge, customers can receive a monthly message detail listing all telephone calls received.

	<u>Rate</u>
4.6.B <u>One-Time Charge For Establishing Service</u>	\$20.00
4.6.C <u>Monthly Recurring Subscription Charge</u>	\$ 3.00

	<u>Rate Per Minute</u>
4.6.D <u>Per-Minute Usage Charges</u>	
Per Minute	\$ 0.15
4.6.E <u>Message Detail Option</u>	
Per Message	\$ 0.02

4.7 Directory Assistance Service

	<u>Rate</u>
Per Request	\$ 0.70

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5.1 Returned Check Charge

The returned check charge will be equal to, or less than, the rate allowed by S.C. Code Ann. § 34-11-70 (Supp. 1998).

5.2 Dial Station-to-Station Service

Rates shown in the following table are applicable to Intrastate Dial Station-to-Station calling within the State of South Carolina.

5.2.A. Basic Rate Plan

	<u>Rate</u>
Per Minute	\$0.19

Depending upon market conditions, the Carrier may offer discounts in addition to any rates provided herein. Discounts apply as referenced herein.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5.3 Optional Calling Plans

5.3.A The Twelve Cent Plan

	<u>Rate</u>
Per Minute	\$0.12

5.3.A.1 The Twelve Cent Plan is transferred in connection with transfer of local exchange line or lines.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5.4 Calling Card Service

	<u>Rate</u>
Per Minute of Use	\$0.20
Surcharge Per Call	\$0.55

5.5 Hargray Universal Prepaid Calling Card Service

	<u>Rate</u>
Retail	\$0.25
Promotional	\$0.20
Bulk	\$0.15
Storefront	\$0.12

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INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES5.6 800 Service5.6.A Rates and Charges

There is a one-time charge for establishing 800 Service and a monthly subscription charge, as well as per-minute usage charges for all calls received. For an additional per-message charge, customers can receive a monthly message detail listing all telephone calls received.

	<u>Rate</u>
5.6.B <u>One-Time Charge For Establishing Service</u>	\$20.00
5.6.C <u>Monthly Recurring Subscription Charge</u>	\$ 3.00

	<u>Rate Per Minute</u>
5.6.D <u>Per-Minute Usage Charges</u>	
Per Minute	\$ 0.12
5.6.E <u>Message Detail Option</u>	
Per Message	\$ 0.02

5.7 Directory Assistance Service

	<u>Rate</u>
Per Request	\$0.70

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES5.8.A Wide Area Telecommunications Service (WATS)

	<u>Rate</u>
Non-Recurring Charge	\$0.00
Monthly Service Charge	\$0.00
Per Minute of Use – increments of 6 second billing:	\$0.00

5.8.A.1 Access Line Charges

The access line for WATS is provided by the Local Exchange Carrier. Rates are reflected in the LECs tariff.

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5.8.B Ten Cents High Volume Plan Rates

Flat Rate billing with account code, traffic summary, management statistics and supporting call detail.

5.8.B.1 There is a combined minimum monthly usage volume of \$350.00 on Ten Cents High Volume Plan, toll, or other, Hargray, Inc. offerings.

5.8.B.2 Flat Rate for all traffic in six (6) second increments for all rate periods.

	<u>Rate</u>
Per Minute Rate	\$0.10

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES

5.8.C Nine Cents High Volume Plan Rates

Flat Rate billing and a monthly surcharge, with account code, traffic summary, management statistics and supporting detail.

5.8.C.1 There is a combined minimum monthly usage volume of \$350.00 on Nine Cents High Volume Plan, toll, or other, Hargray, Inc. offerings.

5.8.C.2 Flat Rate for all traffic in six (6) second increments for all rate periods.

	<u>Rate</u>
Per Minute	\$0.09
Monthly Surcharge Per Account	\$5.00

INTRASTATE MESSAGE TELECOMMUNICATIONS SERVICE
AND OPERATOR SERVICES9.4 Intrastate Operator Services

	<u>Rate</u>
<u>Rate:</u>	
Flat	\$0.30
Coin Control (Paid)	\$0.40
<u>Surcharges (Per Call):</u>	
Station-Basic	\$1.75
Collect	\$1.75
3rd Party	\$1.75
Person-Basic	\$3.50
Collect	\$3.50
3rd Party	\$3.50
LEC or CC	\$0.80
OP Dialed/CC	\$0.75
PAS	\$1.00
Busy Line Verification - Residential	\$5.50
Busy Line Verification - Business	\$5.50
Busy Line Interruption - Residential	\$5.50
Busy Line Interruption - Business	\$5.50

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