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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER

LOCAL EXCHANGE  
AND  
INTEREXCHANGE

TELECOMMUNICATIONS SERVICES TARIFF

OF

**Talk America Services, LLC**

WITHIN THE STATE OF SOUTH CAROLINA

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services provided by Talk America Services, LLC with principal offices at 4001 N. Rodney Parham Road, Little Rock, AR 72212 for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued: February 4, 2015

Effective: March 6, 2015

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>
Title	Original	*	31	Original	*		
1	Original	*	32	Original	*		
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\* - indicates those pages included with this filing.

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**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the provision of competitive local and interexchange telecommunications services by Talk America Services, LLC for the use of Customers in transmitting messages within the State of South Carolina, subject to the jurisdiction of the South Carolina Public Service Commission ("Commission"). Services include, but are not limited to resold voice services within the State of South Carolina. The services of Talk America Services, LLC are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by Talk America Services, LLC and 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 Carrier.

This tariff is on file with the South Carolina Public Service Commission. In addition, this tariff is available for review at the main office of Talk America Services, LLC at 4001 N. Rodney Parham Road, Little Rock, Arkansas 72212.

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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 pages 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 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(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. All revisions made in a given filing are designated by an asterisk (\*). 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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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS**

**Charges** - Monthly recurring and nonrecurring amounts billed to Customers for services.

**Commission** – South Carolina Public Service Commission.

**Company**- Talk America Services, LLC.

**Customer** - Any person responsible for payment of rates and charges and for compliance with the regulations of Company.

**Customer Contract** - A written agreement between the Customer and Company containing or referring to the rates and regulations applicable to the service being provided.

**Customer Premises Equipment** - All terminal equipment normally used on the Customer's premises. This equipment may be Customer-owned, or may be owned by Company or another supplier and leased to the Customer.

**Delinquent or Delinquency** - An account for which an uncontested bill or payment agreement for regulated services has not been paid in full on or before the last day for timely payment. This term may also apply to a contested bill for which the Commission finds the Customer's complaint to be without merit.

**DID** - (Direct Inward Dialing) is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

**Disconnect or Disconnection** - The disabling of circuitry to prevent outgoing and/or incoming calls.

**Due Date** – The last day for payment of a bill without unpaid amounts being considered delinquent or subject to additional collection efforts. The due date may be designated by 'due by,' 'pay by,' 'if paid by,' or other such language on the Customer's bill.

**Exchange** - A unit established for the administration of local communication services.

**Extended Area Service or EAS** - Telephone service, offered at a flat local rate, between customers located within an exchange area and all customers in an additional exchange area or areas.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Fraud** - An attempt to procure or retain service by supplying misleading or deliberately inaccurate information, or by untruthful or unlawful means, including supplying false information on an application for service. There will be a presumption of fraud in cases where the customer's actual usage for a month, or its pro-rata usage for a partial month, is more than three times the customer's estimated usage (or the pro-rata share of estimated usage) as supplied by the customer at the time of application (which may be revised by customer based on actual experience upon notification to the Company), and that usage is in excess of \$500. In such cases, the customer may be contacted to notify the customer of the usage levels, and to discuss the reasons for the usage levels. In such cases, restrictions may be imposed upon further usage unless satisfactory payment arrangements are made.

**Incumbent Local Exchange Carrier or Incumbent Carrier** - The local exchange carrier that has Section 251(c) obligations under the federal Telecommunications Act.

**Individual Case Basis** - A rate, charge, or condition of the tariff as determined by individual circumstances.

**Inside Station Wiring or Inside Wiring** - Wiring on the premises beyond the demarcation point.

**Interexchange Service** - The provision of intrastate telecommunications services and facilities between local exchanges, excluding EAS.

**IntraLATA Service** - The completion of calls between points within the boundaries of a Local Access and Transport Area.

**Local Service** - Telephone service furnished between points located within an area where there is no toll charge. Unless otherwise specified, local calling areas in this tariff shall be the same as the local calling areas of the incumbent carrier.

**Month** - For billing purposes, a month is considered to have thirty (30) days.

**Operator** - An automated or live operator.

**Port** - A connection to Company's switching network with one or more voice grade communications channels, each with a unique network address (telephone number), dedicated to the Customer. Each port is equipped with a Terminal Interface.

**Premises** - The space occupied by a Customer or authorized user in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

**Rates** - The usage amounts billed to customers for regulated services and/or equipment.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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**SECTION 1 - DEFINITIONS, (CONT'D.)**

**Service** - Any or all service(s) provided by Company pursuant to this tariff or Customer Contract.

**Suspend or Suspension** - To disconnect or impair a service temporarily in order to disable either outgoing or incoming calls or both.

**Terminal Interface** - The method of physical connection between a Company-provided service and a Customer's or User's transmission cable, inside wiring, or terminal equipment.

**Timely Payment** - A payment of the Customer's account made on or before the due date shown on a current bill for rates and charges or by an agreement between the Customer and Company for a series of partial payments to settle a delinquent account.

**User** - A Customer or any other person authorized by a Customer to use service provided to the Customer under a Company tariff.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 - REGULATIONS****2.1 Undertaking of the Company****2.1.1 General**

Pursuant to this tariff, Company undertakes to provide within the service area in which Company has been approved for certification the regulated intrastate, intraLATA, interexchange services, and retail services described in this tariff. To the extent anything in this tariff conflicts with the Commission's regulations or South Carolina statutes, such regulations or statutes control.

**2.1.2 Limitations**

- A. Service is offered subject to the availability of the necessary facilities and equipment and subject to the provisions of this tariff in compliance with limitations set forth in the Commission's rules.
- B. Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by Company, when necessary because of lack of facilities, or due to some other cause beyond Company's control on a non-discriminatory basis.
- C. The furnishing of service under the tariffs of Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.
- D. Company reserves the right to discontinue service when the Customer is using the service in violation of the provisions of this tariff, signed contract, or the law, with notice as required by the rules of the Commission.
- E. Company does not undertake to transmit messages or information, but offers the use of its facilities, when available, for that purpose.

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.2 Use****2.2.1 Lawful Purpose**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of the service.

**2.2.2 Use of Service for Unlawful and/or Fraudulent Purposes**

Company's services are provided subject to the condition that they will not be used for any unlawful and/or fraudulent purpose. Services will not be furnished if any law enforcement agency, acting within its jurisdiction, advises Company that such services are being used or are likely to be used in violation of the law and/or in a fraudulent manner. If Company receives other evidence giving reasonable cause to believe that such services are being used or are likely to be used for unlawful and/or fraudulent purposes, it may either discontinue or deny the services, and/or refer the matter to the appropriate law enforcement agency in accordance with law and/or Commission rules.

**2.2.3 Unauthorized Use**

Any individual who uses or receives Company's services other than under the provisions of an accepted application for service and a current Customer relationship shall be liable for the appropriate rates and charges for the service received and for Company's costs of investigation and collection.

**2.2.4 Recording Devices**

Company's services are not designed for the use of recording devices, and customers who use such devices to record two-way telephone conversations do so at their own risk.

**2.2.5 Use of Service Mark**

No Customer shall use any service mark or trademark of Company or refer to Company in connection with any product, equipment promotion, or publication of the Customer without the prior written consent of Company.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.3 Liability of the Company**

Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer, or by any others, for damages associated with installation, provision, preemption, termination, maintenance, repair or restoration of service, or any other service, Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff or state commission regulations as an allowance for interruptions.

The services furnished by Company, in addition to the limitations set forth preceding, also are subject to the following limitations: Company shall not be liable for damage arising out of our mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of Company caused by customer provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connection arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such, mistake, omission, interruption, delay, error, defect in transmission or injury occurs.) Company also shall not be liable for the acts or omissions of other companies when their facilities are used to provide service.

Except for granting credit allowances for interruptions of service as provided in the last paragraph of this section, Company shall not be liable for any claim or loss, expense or damage, for any failure of performance due to failure or malfunction of Customer-supplied equipment, acts of God, storms, fires, floods or other catastrophes, power failure, natural emergencies, insurrections, riots or wars, or any law, order, regulation, or other action of any governmental authority or agency thereof.

Company shall not be liable for, and shall be fully indemnified and held harmless by, Customers against any claim or loss, expense or damage, for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name, service mark, or proprietary or creative right, or any other injury to any person, property, or entity arising out of the material, data, or information transmitted.

No agent or employee of any other carrier shall be deemed to be an agent or employee of Company.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.3 Liability of the Company, (Cont'd.)**

Company's liability due to any failure of the transmission shall not exceed an amount equal to the charges provided for by the applicable tariff (for regulated services) and applicable price list, catalogue, and/or contract (for all other services) for the call. Company shall not be liable for damages arising out of the use of Company's services for the transmission of anything other than voice grade service.

Company will provide a customer's correct name and telephone number to a calling party either upon request to or interception by Company in the event there is an error or omission in the customer's directory listing. Company's liability for any errors or omissions in any directory listings is limited to the charges made for the listing itself. Company shall not be liable for any incidental, indirect, special or consequential damages of any kind, including loss of use, loss of business, or loss of profit, arising from errors or omissions in directory listings.

Notwithstanding anything to the contrary in this section, if Customer's service is interrupted and remains out of service for more than twenty-four (24) hours after the earlier of being reported to Company or being found by Company to be out of order, and if the interruption is not the result of a negligent or willful act by the Customer, a malfunction of Customer-owned equipment, Company's inability to gain access to the Customer's premises, or causes beyond Company's control as described in the first paragraph of this section, Company will make appropriate adjustments upon request. Such adjustments, in the form of direct payments or bill credits, will be the proportionate part of the monthly charge for all services and facilities rendered inoperative during the interruption, beginning with the hour of the report to Company, or discovery by Company, of the interruption. A service interruption may include, among other events, lawful disconnections pursuant to Section 2.11 of this tariff and when a customer's service interrupted during a move to a new Customer premise.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.3.A NOTICE CONCERNING ALL TERMS AND CONDITIONS AND RATES**

The Public Service Commission of South Carolina (“Commission” or “SCPSC”) requires that each telephone company’s Terms and Conditions comply with and not conflict with regulations and requirements of South Carolina Statutes, S.C. Code Sections 58-9-10 et seq. and the regulations found in South Carolina Code Binder 26, Chapter 103, Article 6. Any provision in these Terms and Conditions or rate schedules that conflicts with a South Carolina statute or SCPSC rule is inapplicable and will not be enforceable. The following regulations apply to telephone utilities and contain provisions that affect matters that commonly appear in telephone utility Terms and Conditions:

Sub article 1 – General

Sub article 2 – Records and Reports including Complaints, Accidents, Interruption of Service, and Service Reports

Sub article 3 – Customer Relations including Standards for Customer Deposits, Billing, Denial or Discontinuance of Service, Directories and Termination of Service

Sub article 4 – Engineering

Sub article 5 – Inspection and Tests

Sub article 6 – Standards and Quality of Service

Sub article 7 – Safety

Sub article 8 – Telecommunication Relay Service Advisory Committee

This Company agrees that it is responsible for complying with all applicable rules, regulations, and orders of the Public Service Commission of South Carolina and with the South Carolina Code. It understands that if it applies or enforces any provision of these Terms and Conditions that is in conflict with a rule, regulation or order of the SCPSC or the South Carolina Code, the rule, regulation, order or statute will govern. Full Terms of Service are available on the Company’s website.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.4 Provision of Equipment and Facilities****2.4.1 Inspection, Testing, and Adjustment**

Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this tariff are being complied with in the installation, operation, or maintenance of the Customer's equipment. Company may interrupt the service at any time, without penalty to itself, unless interruption exceeds twenty-four (24) hours.

**2.4.2 Interference and Hazard**

The operating characteristics of Customer premises equipment or communications systems connected to Company's services must not interfere with, or impair, any of the services offered by Company. Additionally, connected Customer premises equipment must not endanger the safety of Company employees or the public, damage or interfere with the proper functioning of Company's equipment, or otherwise injure the public in its use of Company's services.

**2.4.3 Maintenance and Repair****A. Customer Liability**

The Customer shall be responsible for damages to Company's facilities used in the provision of regulated services caused by the negligence or willful act of the Customer or those using Company's service through the Customer. The Customer may not physically modify or intrude upon, rearrange, disconnect, remove, or attempt to repair any of Company's facilities except upon written consent of Company.

**B. Leased or Owned Facilities**

The Customer's obligation to Company is the same whether the facilities involved are Company's facilities or are facilities leased by Company from another party. If Company incurs expenses due to the Customer's actions that result in damage or impairment of Company's owned or leased facilities, Company will pass on to the Customer any and all expenses to repair Company's facilities or that the owner imposes on Company for leased facilities.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.5 Contract for Service**

Installation of certain services may require a contractual agreement between a Customer and the Company. The contractual agreement specifies the terms and conditions of service not covered by this tariff. The contract does not alter the obligations of Company to Customers as described in this tariff. The agreement may require the Customer to pay a minimum monthly fee ('MMF') wherein the Customer agrees, in writing, to pay for the duration of the term agreement, either the monthly recurring and usage charges, or the MMF amount, whichever is greater. Should the Customer choose to terminate their contract without cause prior to the agreed upon term, the Customer will be liable for the MMF specified in the contract multiplied by the number of months remaining in the term, unless Customer converts to another service provided by Company with equal or greater term and MMF commitment. In the event Company continues to provide service after the Customer contract is terminated or expires, then Company shall continue to provide service to the Customer under the terms of the then applicable tariff and applicable terms of the expired contract under a month-to-month arrangement.

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**SECTION 2 – REGULATIONS, (CONT'D.)**

**2.6 Application for Service**

**2.6.1 Information Required**

When applying for service, each prospective Customer will be required to furnish Company with the following information:

- A. The name of the party who will be responsible for payment for the service provided.
- B. The address or addresses or exact location of the premises where service is to be provided and billed.
- C. Any information required to make a proper determination of appropriate creditworthiness.

**2.6.2 Initiation of Service**

Service shall be deemed to be initiated upon the service activation date. For multi-location customers, service shall be deemed to be initiated upon service activation at the first location.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.7 Obligations of the Customer****2.7.1 General**

The Customer shall be responsible for:

- A. the payment of all applicable charges pursuant to this tariff;
- B. 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 Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company 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 (e.g., asbestos) prior to any construction or installation work;
- E. 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 Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible and granting or obtaining permission for Company agents or employees to enter the premises of the Customer during normal business hours for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.7 Obligations of the Customer, (Cont'd.)****2.7.1 General, (Cont'd.)**

- F. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- G. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

**2.7.2 Claims**

With respect to any service or facility provided by the Company, Customers shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses for:

- A. any loss, destruction or damage to the property of the Company or any third party, or death or injury to persons, including, but not limited to, employees or invitees of either party, 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
- B. any claim, loss, damage, expense or liability for 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, including, without limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements****2.8.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include Federal Excise Tax, State Sales Tax and Municipal Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

**2.8.2 Billing and Collection of Charges**

- A. Bills to Customers will be issued monthly unless Company is authorized by the Commission to bill at other than monthly intervals because of unusual circumstances. Local service charges, including installation charges, are billed in advance. Certain toll charges and nonrecurring charges are billed in arrears. If a Customer elects, Company may issue a billing statement to a Customer in an electronic format only. The content of the bills comply with the Federal Communication Commission's "Truth in Billing Requirements in effect at the time the bill is prepared.
- B. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.2 Billing and Collection of Charges, (Cont'd.)**

- C. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- D. If a Customer makes a partial payment in a timely manner and does not designate the service for which payment is made, the payment shall first be applied to the undisputed balance for local service, with the remainder applied on a pro rata basis to regulated utility services and toll service. Any remainder will then be applied to deregulated and unregulated services other than toll. Any late payment penalty charge will be applied only to the outstanding balance for utility services.
- E. In accordance with Commission Regulation 103-622.2, the Company may impose a late payment charge, not to exceed the one and one half percent (1 ½%) added to any unpaid balance brought forward from the previous billing, on any amount not paid by the due date listed on the invoice. Customers are obligated to drop off payment at a designated payment location or mail payment to the address contained on the invoice. Customers shall be responsible for all costs incurred in the collection of unpaid charges or in any other action to enforce payments and/or obligations arising under this tariff.
- F. No collection efforts other than the rendering of the bill shall be undertaken until the delinquency date.
- G. Company will also charge a check service charge not to exceed the amount permitted under South Carolina law, if a check tendered for payment is returned to Company as non-sufficient funds (NSF) or is not in acceptable form.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.2 Billing and Collection of Charges, (Cont'd.)**

H. Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional, and long distance services provided by a third party vendor. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputes or discrepancies with the service provider.

**I. Billing Disputes**

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.9 shall continue, and for not less than forty-five (45) days after the rendering of the disputed bill. Service shall not be disconnected for nonpayment of the disputed amount. The 45-day period may be extended by up to sixty (60) days if requested of Company by the Commission in the event the Customer files a written complaint with the agency. Subject to regulatory requirements, Company's policy is to limit retroactive adjustments for billing errors to 90 days prior to the date the error is discovered.

In accordance with Section 103-623 of the South Carolina Code of Regulations, if it is found that the Company directly or indirectly, by any devise whatsoever, demanded, charged, collected or received from the Customer a greater or lesser compensation for any service rendered or to be rendered by the Company than that prescribed in the Company's tariffs or rate schedule applicable thereto or if it is found that any Customer has received or accepted any service from the Company for a compensation greater or lesser than prescribed in such tariffs or rate schedule; or if, for any reason, billing error has resulted in a greater or lesser charge than that incurred by the Customer for the actual service rendered, then the method of adjustment for such overcharge or undercharge shall be as provided by the following:

**1. Customer Willfully Overcharged.**

If the Company willfully overcharged any Customer, Company shall refund the difference, plus interest, as prescribed by the Commission, for the period of time that can be determined that the customer was overcharged.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.2 Billing and Collection of Charges, (Cont'd.)****I. Billing Disputes****2. Customer Inadvertently Overcharged.**

If the Company has inadvertently overcharged a customer as a result of a misapplied schedule or any other human or machine error, the Company will, for any amount of one dollar (\$1.00) or more (amounts less than \$1.00 will be credited to account) at the Customer's option, credit, or refund the excess amount paid by that customer or credit the amount billed as provided by the following:

- a. If the interval during which the customer was overcharged can be determined, then the telephone utility shall credit or refund the excess amount charged during the interval, provided that the applicable statute of limitations shall not be exceeded.
- b. If the interval during which the customer was overcharged cannot be determined, then the telephone utility shall credit or refund the excess amount charged during the 12-month period preceding the date when the error was discovered.
- c. If the exact amount of the overcharge incurred by the customer during the billing periods subject to adjustment cannot be determined, then the credit or refund shall be based on an appropriate estimated amount of excess payment.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.2 Billing and Collection of Charges, (Cont'd.)****I. Billing Disputes****3. Customer Undercharged Due to Willfully Misleading Company.**

If the Company undercharged any Customer as a result of a fraudulent or willfully misleading action of that Customer, or any action by any person (other than the employees or agents of the telephone utility), such as tampering with the facilities, when it is evident that such tampering or bypassing occurred during the residency of that customer, or if it is evident that a customer has knowledge of being undercharged without notifying the telephone utility as such, then the telephone utility shall recover the deficient amount provided as follows:

- a. If the interval during which the customer was undercharged can be determined, then the Company shall collect the deficient amount incurred during the entire interval, provided the applicable statute of limitations is not exceeded.
- b. If the interval during which the Customer was undercharged cannot be determined, then the Company shall collect the deficient amount incurred during the 12-month period preceding the date when the billing error was discovered by the Company.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.2 Billing and Collection of Charges, (Cont'd.)****I. Billing Disputes****4. Customer Undercharged Due to Human or Machine Error.**

If the Company undercharged any Customer as a result of a misapplied schedule, or any human or machine error then the Company may recover the deficient amount as follows:

- a. If the interval during which a customer was undercharged can be determined, then the Company may collect the deficient amount incurred during the entire interval up to a maximum period of six months.
- b. If the interval during which a Customer was undercharged cannot be determined, then the Company may collect the deficient amount incurred during the six month period preceding the date when the billing error was discovered by the Company.
- c. The Customer shall be allowed to pay the deficient amount, in equal installments added to the regular monthly bills devoid of late charges, over the same number of billing periods which occurred during the interval the customer was subject to pay the deficient amount.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.3 Deposits**

- A. The Company may require from any Customer or from any prospective Customer, a deposit intended to guarantee payment of bills for regulated service, if any of the following conditions exist:
1. The customer has had two 30-day arrearages in the past 24 months, or the customer has been sent two or more late payment notices in the past 9 months; or
  2. A new customer cannot furnish either an acceptable co-signer or guarantor who is a customer of the utility within the State of South Carolina to guarantee payment; or
  3. The customer's gross monthly billing increases; or
  4. A customer has had his service terminated by any telephone utility for non-payment or fraudulent use; or
  5. The utility determines, through use of commercially acceptable methods, that the customer's credit and financial condition so warrants.
- B. The Company will inform affected prospective customers of the provisions contained Section A above.
- C. The Company is not required to install new service to a customer prior to the utility's receipt of any deposit that is required of that customer.

**2.8.4 Deposit Receipt**

The Company will maintain records of each deposit it receives from a Customer and will provide means whereby a Customer may establish a claim regarding his deposit.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.5 Amount of Deposit.**

- A. For a new Customer, a maximum deposit may be required up to an amount equal to an estimated two (2) months (60 days) total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total actual bills of the highest two (2) consecutive months within the preceding six (6) months.
- B. All deposits may be subject to review based on the actual experience of the customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and the payment habits of the Customer.

**2.8.6 Interest on Deposits.**

- A. Simple interest on deposits at the rate not less than that as prescribed by the Commission will be paid by the Company to each Customer required to make such deposit for the time it is held by the Company.
- B. The interest shall be accrued annually and payment of such interest shall be made to the customer at least every two (2) years and at the time the deposit is returned.
- C. The deposit will cease to draw interest on the date it is returned, the date service is terminated, or on the date notice is sent to the customer's last known address that the deposit is no longer required.

**2.8.7 Deposit Records**

The Company will records to show:

- A. The name and address of each depositor.
- B. The amount and date of the deposit.
- C. The last transaction concerning the deposits.
- D. The reasons why deposit retained after two year retention period.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.8 Payment Arrangements, (Cont'd.)****2.8.8 Deposit Retention**

Deposits shall be refunded completely with interest after two years unless the customer has had two 30-day arrearages in the past 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 9 months, or has a returned check in the past 6 months.

**2.8.9 Unclaimed Deposits**

A record of each unclaimed deposit will be maintained for at least two years, during which time the Company will make a reasonable effort to return the deposit. Unclaimed deposits, together with accrued interest, shall be treated in accordance with law.

**2.8.10 Deposit Credit**

Where a Customer has been required to make a deposit, that deposit shall not relieve the Customer of the obligation to pay the service bill when due, but where such deposit has been made and service has been disconnected because of nonpayment of account, then unless the Customer shall, within seventy-two hours after service has been disconnected, apply for reconnection of service and pay the account, the account may be discontinued. If the Company discontinues the account, the Company will apply the deposit of such Customer toward the discharge of such account and shall refund to the Customer any excess.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.9 Complaint Procedures**

**2.9.1** Inquiries, general questions, or complaints may be directed informally to Company by telephone, in person, or in writing at Talk America Services, LLC's offices located at 4001 N Rodney Parham Rd, Little Rock, AR 72212 or by telephone at 800-880-4570 for customers of Windstream CLECs; 800-500-3453 for customers of McLeodUSA; and 800-291-9699 for customers of Cavalier.

Company's customer service department accepts calls on a twenty-four-hour-a-day basis. Complaints concerning the charges, practices, facilities, or services of Company will be investigated promptly and thoroughly. Company will keep records of each complaint showing the name and address of the complainant, the date and nature of the complaint, its disposition, and all other pertinent facts dealing with the complaint that will enable Company to review and analyze its procedures and actions. The records maintained by Company under this tariff will be available for inspection by the Commission or the Office of Regulatory Staff upon request. Within thirty (30) days of the receipt of a written complaint, Company will provide written notice to the Customer of the status of the complaint. Each Customer may file with the Commission for resolution of disputes. Each complainant will be mailed a statement of the complainant's right to contact the South Carolina Office of Regulatory Staff at:

Office of Regulatory Staff  
1401 Main Street, Suite 900  
Columbia, SC 29201  
(800) 922-1531 (8:30 a.m. – 5:00 p.m. Monday – Friday)  
Or online at: [www.regulatorystaff.sc.gov](http://www.regulatorystaff.sc.gov)

**2.9.2 Bill Insert or Notice**

Company shall notify Customers, by bill insert or notice on the bill form, of the address and telephone number where a Company representative qualified to assist in resolving the complaint can be reached. The bill insert or notice shall also include the following statement: If Company does not resolve your complaint, the service may be subject to state regulation. Customer may contact the South Carolina Office of Regulatory Staff at the contact information listed in Section 2.9.1 above.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.10 Service Refusal, Disconnection, and Suspension****2.10.1 Disconnection for Non-Payment**

In accordance with Section 103-633 of the South Carolina Code of Regulations, service may be terminated for non-payment of a bill, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice that he has five days in which to make settlement on his account or have his service disconnected. Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M., unless provisions have been made to have someone available to accept payment and reconnect service.

In the event of a dispute concerning the bill, Company will require the Customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint using the complaint procedures in Section 2.9 shall continue, and service shall not be disconnected for nonpayment of the disputed amount

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.10 Service Refusal, Disconnection, and Suspension****2.10.2 Service may be refused, disconnected, or suspended:**

In accordance with Section 103-625 of the South Carolina Code of Regulations, Service may be refused or discontinued for any of the reasons listed below, for any reason set forth in this tariff, or for any reason set forth in the Company's individual contracts for services. Unless otherwise stated, the Customer shall be allowed a reasonable time in which to comply with the rule before service is discontinued.

- A. Without notice, in the event of a condition determined by the Company to be hazardous or dangerous.
- B. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Company's service to others.
- C. Without notice, in the event of unauthorized use of telephone service.
- D. For the customer tampering with equipment furnished and owned by the Company.
- E. For violation of and/or non-compliance with the Commission's Orders or regulations governing service supplied by the Company.
- F. For failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the commission.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.10 Service Refusal, Disconnection, and Suspension, (Cont'd.)****2.10.2 Service may be refused, disconnected, or suspended, (Cont'd.):**

- G. For failure of the Customer to permit the Company reasonable access to its equipment.
- H. In cases involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made.
- I. For failure of the customer to provide the Company with a deposit.
- J. For failure of the Customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
- K. Where there is probable cause to believe that there is illegal or willful misuse of Company's service.
- L. The Company shall not be required to furnish its service or to continue its service to any applicant who, at the time of such application, is indebted under an undisputed bill to the Company for telephone service previously furnished such applicant or furnished any other member of the applicant's household. However, for the purposes of this regulation, the Company may not consider any indebtedness which was incurred by the applicant or any member of his household more than six (6) years prior to the time of application.
- M. For non-payment of that portion of the bill rendered by the Company for telephone service billed for another telephone utility.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.10 Service Refusal, Disconnection, and Suspension, (Cont'd.)****2.10.3 Insufficient Reasons for Refusal, Suspension, or Discontinuance of Service,**

In accordance with Section 103-626 of the South Carolina Code of Regulations, the following reasons are not sufficient cause for refusal, suspension, or discontinuance of service to a present or prospective Customer:

- A. Non-payment for services by a previous occupant of the premises to be served, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service.
- B. Failure to pay for merchandise purchased from the Company.
- C. Failure to pay for any non-regulated equipment or services provided by the Company.
- D. Failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residential service or vice versa.

**2.10.4 Medical Emergency**

Notwithstanding any other provision of this tariff, Company will postpone the disconnection of service to a residential Customer for a reasonable time, not to exceed thirty (30) days, if the Customer produces verification from a physician or a public health or social services official stating that telephone service is essential due to an existing medical emergency of the Customer, a customer of the Customer's family, or any permanent resident of the premises where service is rendered. This written verification shall identify the medical emergency and specify the circumstances. Initial verification may be by telephone if written verification is forwarded to Company within five (5) days.

**2.10.5 Temporary Service**

When Company renders temporary service to a Customer, the Customer may be required by Company to bear the entire cost of installing and removing the service facilities in excess of any salvage realized.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 2 – REGULATIONS, (CONT'D.)****2.11 Information Service Access Blocking**

Where facilities are available, Company shall institute call blocking to all '900', '960' and '976' prefix numbers, without charge for the first block subject to applicable law. If a customer chooses to eliminate the free call blocking service for these types of calls, the Customer shall be fully responsible for all such charges regardless of who made such calls from the Customer's telephone line. Company will comply with all applicable rules of the Commission concerning such blocking.

**2.12 Universal Emergency Telephone Number Service (911)**

The Company will supply the 911/E-911 service provider in the Company's service area with accurate information necessary to update the 911/E-911 database at the time Company accepts Customer orders. At the time that the Company provides local service to a Customer, the Company will make the necessary equipment or facility additions in order to accurately and properly update the database for 911/E-911.

By dialing 911, the customer agrees to release, indemnify, defend, and hold the Company harmless 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, including for default routing.

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.

The Company will bill the Customer a monthly surcharge, per voice grade equivalent line in order to fund the E-911 system.

Access (at no additional charge) to the emergency services bureau by dialing 9-1-1 is offered at no charge to the Customer.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - SERVICE, RATES AND CHARGES****3.1 Local Service Overview****3.1.1 Nature of Service**

Local Service is a service that allows customers to originate non-toll local calls at locations within the service areas in which Company has been approved for certification for termination within the local calling area (including any applicable EAS areas) of those locations. Subject to service availability and the package selection by the customer, Local Service may include services in addition to those required for completion of non-toll local calls (including services which may not be subject to regulation under this tariff) which are purchased as part of a bundled package.

**3.1.2 Availability**

Company offers local service in the areas in which it has been certified by the Commission and in which Company has available required network facilities or is able to lease required network facilities to enable the offering of service. Some services and features may not be available in all areas, or may slightly vary between service areas contingent on network availability or configuration. Company will provide the most feature rich version of a feature in the bundled Local Service package available in a given market depending on network availability or configuration.

**3.1.3 Local Service Packages**

The standard elements of local line packages consist of local dial tone and unlimited local calling unless otherwise noted in a service specific description. Mandatory extended area service ('EAS') is provided where applicable for the prices set forth in the Rate Tables. For plans that include "Unlimited" calling, there is a cap of 5,000 minutes per month. Exceeding this cap is determined to be not typical residential use and may result in a warning, suspension or termination of services.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.1 Local Service Overview, (Cont'd.)****3.1.4 Promotional Offerings**

Company may from time to time engage in special promotions of limited duration. These promotions may be in the form of waiver or reduced recurring and nonrecurring fees, lowered usage charges, or other actions designed to attract new Customers or to increase existing Customer awareness of a particular service. All promotions will be offered on a non-discriminatory basis to eligible Customers. The Company will file promotions with the Commission via the Commission's e-tariff system and such filings will identify the start and end date of the promotion

**3.1.5 Individual Case Basis (ICB) and Term and Volume Discounts**

Company may offer individualized arrangements on a case-by-case basis where necessary to meet prices, terms, or conditions of service offered by competitors. In such cases, the prices offered by Company shall not exceed the prices for similar services contained in this tariff.

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
 

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.2 Directory Assistance****3.2.1 Nature of Service**

Directory Assistance (DA) Service is defined as furnishing aid in obtaining telephone numbers.

**3.2.2 Availability**

DA is available to all Customers.

**3.2.3 Maximum Number of Requests Per Call**

Two (2) requests for a telephone number will be accepted per call to the DA operator. A telephone number that is not listed in the DA records will not be available to the Customer.

**3.2.4 Operator Limitations**

The Directory Assistance operator will not transfer, forward or redial a Customer's call to any other location for any purpose other than provision of DA service.

**3.2.5 Persons and Locations Exempt from All DA Charges**

Any Customer who is visually, physically or mentally handicapped in a way that makes the Customer unable to utilize a telephone directory shall be exempt from charges for DA. The Customer must provide Company with certification of this condition. Certification from a doctor, psychologist, psychiatrist, county or state social service agency, or similar person or agency will be acceptable. The exemption is effective prospectively and also retroactively for the month prior to the presentation of the certificate to Company.

**3.2.6 Rate**

Customers not exempted in Section 3.2.5 will be charged the following rate per call.

	<u>Maximum Charge Per Call</u>
Local or Long Distance Directory Assistance	\$4.00

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
 

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.3 Directory Listing Service**

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for optional listing services, subject to availability, at the rates following

**3.3.1 Non-Published Listing**

A non-published listing is not listed in either the alphabetical section of the dominant Local Exchange Company's directory or Company directory assistance records and will not be furnished upon request of a calling party. The Company will complete an incoming call to a Customer with a non-published listing only when the calling party places the call by number.

	<u>Maximum Monthly Recurring Charge</u>
Each Non-Published Listing	\$12.00

**3.3.2 Non-Listed Listing**

A non-listed listing is not listed in the alphabetical section of the dominant Local Exchange Company's directory, but is maintained on Company directory assistance records and will be furnished upon request of a calling party. In the absence of gross negligence or willful misconduct, no liability for damages arising from publishing a non-listed telephone number in the directory shall attach to the Company.

	<u>Maximum Monthly Recurring Charge</u>
Each Non-Listed Listing	\$12.00

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
 

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.4 Nonrecurring Charges****3.4.1 Early Termination Charges**

If a Customer terminates service prior to the expiration of the term of the contract without cause, the Customer may be required to pay an early termination charge as set forth in the contract for service.

**3.4.2 Third Party Vendor Charges**

Customers may also be charged for certain charges incurred by Company (at the Customer's instruction) in obtaining services from third party vendors. At the earliest opportunity, the Customer will be advised of the nature of the charges and the estimated amount of the charges.

**3.4.3 Reconnection Fee**

	<u>Maximum Charge</u>
Residential	\$70.00/line

This charge applies to reconnect service after service has been suspended, and is due at the time services are restored.

**3.4.4 Nonsufficient Funds Charge (NSF Checks)**

The nonsufficient check charge shall not exceed the highest amount permitted by law. This charge applies when a check has been returned by the bank for non-payment. The Company will assess this charge in accordance with S.C. Code Ann. 35-11-70.

**3.4.5 PIC/LPIC Change Charge**

Initial PIC/LPIC selections will be processed at a maximum rate of \$11.00 charge per line, which may be waived if the Customer chooses Company as their long distance provider. A non-recurring charge at a maximum rate of \$11.00 shall be applicable to all subsequent PIC/LPIC changes. If a PIC/LPIC change is initiated by an IXC on behalf of the Customer, and the Customer denies having made a change, and the IXC is unable to produce documentation of the change with a letter of agency signed by the Customer; then the Customer will be reassigned to its previously selected PIC/LPIC and the charge will be assessed to the IXC.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.4 Nonrecurring Charges, (Cont'd.)****3.4.6 Trouble Isolation Charge**

This charge applies when Company dispatches either its own, or a third-party, technician to a customer premises to test the line from the central office, up to the demarcation point, and the line tests clear (no trouble found in the Company facilities). No Trouble Isolation Charge shall apply if the customer subscribes to an inside wire maintenance plan with Company or trouble is found on the network side of the demarcation point.

Residential Customer, Maximum Charge                      \$190.00 per hour

**3.4.7 Bill Copies**

Residential Customer, Maximum Charge                      \$10.00 per copy

Additional and alternate bill copies will be available upon a customer's request. An additional bill copy is a secondary copy of the customer's initial bill and an alternate bill copy is an additional bill sent to a different address other than the billing address. Charges for the additional and alternate bill copies are noted above.

**3.4.8 [Reserved for Future Use]**

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
 

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.4 Nonrecurring Charges, (Cont'd.)****3.4.9 Payphone Surcharge**

Maximum Payphone Surcharge: \$1.40 / per call

Payphone Surcharge is applied to all intrastate, interstate and international calls that originate from any domestic pay telephone used to access Company services. This charge is in addition to standard tariffed usage charges and surcharges.

**3.4.10 Order Charge**

This charge will apply per order for the following actions: ANI Swap, Change of Ownership, Add/Change/Remove Directory Listing, Add/Change/Remove Blocking Features, Add/Change/Remove Features, Add/Change/Remove Voicemail, RCF install, POTs to RCF conversion, package change, changes to seasonal lines.

This charge will also apply per order on Toll Free ANIs for, but not limited to, the following actions: Adding a Toll Free number, porting a Toll Free number, disconnecting a Toll Free number, changes such as area of service, service change, PIN change, blocking certain numbers or allowing certain numbers.

Maximum Charge for Residential Customers \$72.00 / per order

**3.4.11 Service Charges**

All rates apply on a per line basis, unless otherwise noted, below.

Maximum Residential Customers Service Charges

Line Installation, per line	\$160.00
Move Line, per line	\$120.00
Order Charge, per order	\$ 72.00

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 LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
 

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.5 Residential Service Packages**

All plans are available to new or existing Residential customers.

The Company does not offer service to Business or Commercial customers at this time.

For plans that include "Unlimited" calling, there is a cap of 5,000 minutes per month; exceeding this cap is determined to be atypical residential use and may result in a warning, suspension or termination of services.

Unless otherwise specified, each plan detailed in Section 3.5.3 following, is "Month to Month"; there is no term commitment.

Not all services, features, and charges included in, and associated with, the package plans in Section 3.5.3 are regulated by the Commission.

**3.5.1 Residential Optional Features**

Additional Optional Features below are available on all Residential Service Packages in Section 3.5.3 of this tariff.

	<u>Maximum Charges</u>
Unlimited Directory Assistance	\$25.90
Distinctive Ring	\$ 9.90
Wire Guard (not available in rental properties)	**

\*\*This service is not regulated by the Commission.

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**


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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.5 Residential Service Packages, (Cont'd.)****3.5.2 Residential Packages, Miscellaneous Charges**

Unless otherwise specified, when applicable, the following charges apply to the Residential Local Service Packages detailed in Section 3.5.3 of this tariff.

<b>Maximum Rates/Charges</b>	<b>Add/Change Fee</b>	<b>MRC</b>	<b>Usage Charge, Per Minute</b>	<b>Surcharge</b>
800 Numbers	\$21.60	N/A	\$0.20	N/A
Travel Calling Cards	\$21.60	N/A	\$0.50	\$2.50, per call
CID Name Changes	\$21.60	N/A	N/A	N/A
Collect Call and/or 3rd Party Blocks	\$21.60	N/A	N/A	N/A
Add New Service	\$21.60	Varies	N/A	Varies
Remove Service	\$21.60	N/A	N/A	N/A
Outside Move (POTS or DSL)	\$71.90	N/A	N/A	N/A
Feature Changes	\$21.60	N/A	N/A	N/A
Listing Changes	\$21.60	N/A	N/A	N/A
Plan Changes	\$21.60	N/A	N/A	N/A
Number Changes	\$71.90	N/A	N/A	N/A

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.5 Residential Service Packages, (Cont'd.)****3.5.3 Residential Package Plans****A. Value Phone**

Basic calling plan for Residential customers

- Unlimited Local Calling  
Intrastate direct dialed long Distance: Maximum rate of \$0.18 per minute

*Features include Last Call Connect, Repeat Dial, Speed Dial and Three Way Conference Calling. A La Carte features available at additional charge.*

Maximum Monthly Rates and Charges:

- \$39.90 per month
- \$12.00 End User Common Line charge added to each account per month

Maximum Installation Fee \$79.90\*

*\* For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

Value Phone Package Optional Features Available

	<u>Maximum Price Per Package, Per Feature</u>
Voicemail	**
Caller ID	\$11.50
Call Waiting	\$ 6.50
Anonymous Call Rejection	\$ 5.30
Call Blocking	\$ 7.50
Call Forwarding	\$ 6.50
Remote Call Forward	\$10.00

\*\* This service is not regulated by the Commission.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)**

**3.5 Residential Service Packages, (Cont'd.)**

**3.5.3 Residential Package Plans, (Cont'd.)**

B. Local Connect

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Intrastate direct dialed long distance: Maximum rate \$0.10 per minute

*Features include Voicemail\*, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling*

\* Service not regulated by the Commission.

Maximum Rates and Charges

- \$70.00 per month
- Installation Fee \$78.00\*\*

*\*\* For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)**

**3.5 Residential Service Packages, (Cont'd.)**

**3.5.3 Residential Package Plans, (Cont'd.)**

C. Complete Connect

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Unlimited intrastate direct dialed Long Distance Calling

*Features include Voicemail\*, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling*

\* Service not regulated by the Commission.

Maximum Rates and Charges

- \$90.00 per month
- Installation Fee \$79.90\*\*

*\*\* For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.5 Residential Service Packages, (Cont'd.)****3.5.3 Residential Package Plans, (Cont'd.)****D. Local Connect Plus**

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Intrastate direct dialed long distance: Maximum rate \$0.10 per minute

*Features include Voicemail\*, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling*

Includes High-Speed DSL Internet up to 8MPS. Includes Free 4 port Wi-Fi Router (shipping extra) and self-installation kit. Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection included.\*

\*Services not regulated by the Commission.

Maximum Rates and Charges

- \$110.00 per month
- Installation Fee \$159.80\*\*

*\*\* For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 3 - SERVICE, RATES AND CHARGES, (CONT'D.)****3.5 Residential Service Packages, (Cont'd.)****3.5.3 Residential Package Plans, (Cont'd.)**

## E. Complete Connect Plus

Basic calling plan for Residential customers with comprehensive features included.

- Unlimited Local Calling
- Unlimited intrastate direct dialed Long Distance Calling

*Features include Voicemail\*, Caller ID, Call Waiting, Anonymous Call Rejection, Call Blocking, Call Forwarding, Last Call Connect, Repeat Dial, Remote Call Forwarding, Speed Dialing, Three Way Conference Calling*

Includes High-Speed DSL Internet up to 8MPS. Includes Free 4 port Wi-Fi Router (shipping extra) and self-installation kit. Three email addresses, free pop-up blocker, SPAM blocker and anti-virus protection included.\*

\* Services not regulated by the Commission.

Maximum Rates and Charges

- \$130.00 per month
- Installation Fee \$159.80\*\*

*\*\* For new customers that fail the credit check, this fee is collected at the time of sale. For new customers that pass the credit check, this fee appears on the first month's invoice.*

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - CURRENT RATES****Directory Assistance**

	<u>Per Call</u>
Local or Long Distance, Per Call Charge	\$1.99

**Directory Listing Service**

Non-Published Listing	
	<u>Monthly Recurring Charge</u>
Each Non-Published Listing	\$5.95

Non-Listed Listing	
	<u>Monthly Recurring Charge</u>
Each Non-Listed Listing	\$5.95

**Reconnection Fee**

	<u>Per Occurrence/Line</u>
Residential	\$35.00

**Nonsufficient Funds Charge (NSF Checks)**

	<u>Per Occurrence</u>
Residential	\$25.00

**PIC/LPIC Change Charge**

	<u>Per Line</u>
Initial PIC/LPIC	\$5.50
Each Additional PIC/LPIC	\$5.50

**Trouble Isolation Charge**

Residential Customer:	\$95.00 per hour
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**Bill Copies**

Residential Customer:	\$5.00 per copy
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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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**SECTION 4 - CURRENT RATES, (CONT'D.)**

**Payphone Surcharge**

Payphone Surcharge: \$0.70 / per call

**Order Charge**

Residential Customers \$36.00 / per order

**Service Charges**

All rates apply on a per line basis, unless otherwise noted, below.

Residential Customers Service Charges

Line Installation, per line	\$80.00
Move Line, per line	\$60.00
Order Charge, per order	\$36.00

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**


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**SECTION 4 - CURRENT RATES, (CONT'D.)****Residential Service Packages****Residential Optional Features**

Additional Optional Features below are available on all Residential Service Packages in Section 3.5.3 of this tariff.

Unlimited Directory Assistance	\$12.95
Wire-Guard (Not available in rental properties)	*
Distinctive Ring	\$4.95

\*Service not regulated by the Commission

**Miscellaneous Charges**

Unless otherwise specified, when applicable, the following charges apply to the Residential Local Service Packages detailed in Section 4.5.3 of this tariff.

	<b>Add/Change Fee</b>	<b>MRC</b>	<b>Usage Charge, Per Minute</b>	<b>Surcharge</b>
800 Numbers	\$ 10.80	N/A	\$0.10	N/A
Travel Calling Cards	\$ 10.80	N/A	\$0.25	\$ 1.25, per call
CID Name Changes	\$ 10.80	N/A	N/A	N/A
Collect Call and/or 3rd Party Blocks	\$ 10.80	N/A	N/A	N/A
Add New Service	\$ 10.80	Varies	N/A	Varies
Remove Service	\$ 10.80	N/A	N/A	N/A
Outside Move (POTS or DSL)	\$ 35.95	N/A	N/A	N/A
Feature Changes	\$ 10.80	N/A	N/A	N/A
Listing Changes	\$ 10.80	N/A	N/A	N/A
Plan Changes	\$ 10.80	N/A	N/A	N/A
Number Changes	\$ 35.00	N/A	N/A	N/A

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**LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SECTION 4 - CURRENT RATES, (CONT'D.)****Residential Service Packages, (Cont'd.)****Residential Package Plans**

## Value Phone

- Intrastate direct dialed long distance: \$0.09 per minute
- \$19.95 per month
- \$6.00 End User Common Line charge added to each account per month

Installation Fee \$39.95

## Value Phone Package Optional Features Available

	<u>Price Per Package, Per Feature</u>
Voicemail	*
Caller ID	\$5.75
Call Waiting	\$3.25
Anonymous Call Rejection	\$2.65
Call Blocking	\$3.75
Call Forwarding	\$3.25
Remote Call Forward	\$5.00

\*Service not regulated by the Commission.

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LOCAL AND INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

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**SECTION 4 - CURRENT RATES, (CONT'D.)**

**Residential Service Packages, (Cont'd.)**

**Local Connect**

- Intrastate direct dialed long distance: \$0.05 per minute
- \$35.00 per month
- Installation Fee \$39.00

**Complete Connect**

- \$45.00 per month
- Installation Fee \$39.95

**Local Connect Plus**

- Intrastate direct dialed long distance \$0.05 per minute
- \$55.00 per month
- Installation Fee \$79.90

**Complete Connect Plus**

- \$65.00 per month
- Installation Fee \$79.90