



Public Service Commission of South Carolina  
Tariff Summary Sheet as of September 12, 2008

Broadview Networks, Inc.

Tariff Service: Long Distance

This document is the complete version of the tariff on file and contains the following approved revisions. Detailed information is available for each revision on the Commission's E Tariff website (<http://etariff.psc.sc.gov>).

Revision	Date Filed	Effective Date	# of Pages
E2008-275	9/10/08	9/12/08	7
Summary: Revision necessary to add "grandfathered" services applicable to former ATX customers			

**Broadview Networks, Inc.**

**SOUTH CAROLINA TELECOMMUNICATIONS TARIFF**

**Regulatory Contact:**

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This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by **Broadview Networks, Inc.**, with principal offices at 800 Westchester Avenue, Suite N-501, Rye Brook, NY 10573.

This tariff applies 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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**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.

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\* - Indicates those pages included with this filing

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

**(C)** - Change in Rule or Regulation.

**(D)** - Delete or discontinue.

**(I)** - Change resulting in an increase to a customer's bill.

**(M)** - Moved from or to another tariff location.

**(N)** – New.

**(R)** - Change resulting in a reduction to a customer's bill.

**(T)** - Change in text or regulation.

**SECTION 1 - DEFINITIONS**

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

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

**Carrier or Company** - Broadview Networks, Inc., unless otherwise indicated by the context.

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

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

**ORS** – South Carolina Office of Regulatory Staff.

**SCPSC** - Refers to the South Carolina Public Service Commission.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

**Subscriber** - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

Broadview Networks, Inc. offers intrastate service originating at specified points within the state of South Carolina under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

**2.2 Limitations**

**2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

**2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law or South Carolina Regulation 103-625.

**2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

**2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**SECTION 2 - RULES AND REGULATIONS**

**2.3 Use**

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

**2.4 Liabilities of the Company**

**2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SCPSC regulations and any other applicable law.

**2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

**2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

**2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.

**SECTION 2 - RULES AND REGULATIONS**

**2.5 Taxes**

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

**2.6 Terminal Equipment**

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

**2.7 Installation and Termination**

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

## SECTION 2 - RULES AND REGULATIONS

### 2.8 Cancellation by the Company

Without incurring liability, the Company may immediately discontinue services to a Subscriber or End User or may withhold the provision of ordered or contracted services:

- 2.8.1 For nonpayment of any sum due for more than thirty days after issuance of the bill for the amount due,
- 2.8.2 For violation of any of the provisions of this tariff,
- 2.8.3 For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- 2.8.4 By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

### 2.9 Interruption of Service by the Company

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 subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified. Records of interruptions, including date, time, duration, and cause will be kept by the Company. These records will be made available to the ORS upon request.

The Company may discontinue Service 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 such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

### 2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written or oral notice.

**SECTION 2 - RULES AND REGULATIONS**

**2.11 Payment for Service**

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the SCPSC. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall conform to South Carolina Regulation 103-623.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

Broadview Networks, Inc.  
Customer Care Department  
800 Westchester Avenue, Suite N-501  
Rye Brook, NY 10573  
(800) 276-2384

Customers who are dissatisfied with the response to their complaint may contact the Office of Regulatory Staff for resolution of the issues at the following address:

South Carolina Office of Regulatory Staff  
Consumer Services Division  
1441 Main Street, Suite 900  
Columbia, SC 29201  
(803) 737-5230  
1-800-922-1531

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**SECTION 2 - RULES AND REGULATIONS****2.12 Other Rules****2.12.1 Regulatory Changes**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the South Carolina Public Service Commission and the Federal Communications Commission.

**2.12.2 Refunds or Credits for Service Outages or Deficiencies**

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

**2.13 800/888/876/866 Numbers**

**2.13.1** The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.13.2** If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

**2.13.3** 800/888/877/866 numbers shared by more than one Customer, whereby individual customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

**2.14 Marketing**

As a telephone utility under the regulation of the South Carolina Public Service Commission, the Company hereby asserts and affirms that as a reseller of intrastate service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Company will comply with those marketing practices, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with the provision. The Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

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**SECTION 3 – DESCRIPTION OF SERVICES AND RATES**

**3.1 Description of Rates**

Services are available to subscribers under the following rate plans. Calls in each rate plan are billed in increments with minimum billing increments as specified. No charge is made for an uncompleted call.

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**SECTION 3 – DESCRIPTION OF SERVICES AND RATES****3.2 Broadview Basic Plan****3.2.1 Basic Interstate**

Broadview Basic Interstate Plan is a telecommunications service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments. A monthly service fee applies.

	Maximum	Current
Per Minute Rate:	\$0.10	\$0.05
Monthly Service Fee:	\$5.00	\$2.99

**3.2.2 Basic Interstate Travel Card**

Broadview Basic Interstate Travel Card is a travel card service that provides Outbound 1+ interstate service from any state in the United States to any other state in the United States. All usage is billed in 60 second increments.

Per Minute Rate:	\$0.06
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**SECTION 4 - MISCELLANEOUS**

**4.1 General**

Each Customer is charged individually for each call placed through the Company. . Charges may vary by service offering as set forth in sections 3.2.1 and/or 3.2.2 of this Tariff and the specific call duration.

**4.2 Late Payment Charge**

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

**4.3 Return Check Charge**

The Company will assess a return check charge that may be equal to but not exceed the amount allowed in South Carolina Code 34-11-70 whenever a check or draft presented for payment of services not accepted by the institution on which it is written. The charge applies each time a check is returned to the Company by a bank for insufficient funds.

**SECTION 4 - MISCELLANEOUS**

**4.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

**4.4.1 Public Telephone Surcharge**

Rate per Call	\$0.75
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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with the Commission and copies of the promotions will be provided to the ORS prior to offering them to customers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

## SECTION 6 - CONTRACT SERVICES

### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be made available to the ORS upon request.

**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE  
ONLY TO FORMER CUSTOMERS OF ATX LICENSING, INC.**

**ALL MATERIAL ON THIS PAGE IS NEW**

On September 1, 2008, customers of ATX Telecommunications Services, Inc. were consolidated into the existing customer base of Broadview Networks, Inc.

The material set forth in this Section 7 is relocated from identified pages of ATX Licensing, Inc. SC P.S.C. Tariff No. 1, which sets forth the regulations, descriptions and rates applicable to Interexchange telecommunications services provided by ATX Licensing, Inc. Within the State of South Carolina

It is incorporated herein for the benefit of those customers of Broadview Networks, Inc. which were customers of ATX Licensing, Inc., immediately prior to the customer base consolidation and are available only to such customers. These services will be available to each former ATX customer from September 1, 2008, through the date on which services offered pursuant to this Section 7 are terminated, voluntarily or involuntarily, to such customer. In the event a former ATX customer's service under this Section 7 is terminated, service may be available to such customer only pursuant to other sections of this tariff.

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**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE  
ONLY TO FORMER CUSTOMERS OF ATX LICENSING, INC.**

**ALL MATERIAL ON THIS PAGE IS NEW:  
RELOCATED FROM ATX Licensing, Inc.  
SC P.S.C. Tariff No. 1, p. 28**

7.1 Usage Charges: Inbound/Outbound Domestic WATS – Dedicated (Business)

Uniform Rate Period: All calls, placed at any time, will be billed at the following uniform rate:

<u>Term</u>	<u>Rate</u>
1 Year	\$0.0690
2 Year	\$0.0625
3 Year	\$0.0590

- 30 second minimum/6 second increment billing
- Minimum 1 year term plan.
- Each toll free number will be billed \$4.00 per month.

7.2 Usage Charges: Inbound/Outbound Domestic WATS – Switched (Business)

<u>Term</u>	<u>Rate</u>
1 Year	\$0.0690
2 Year	\$0.0625
3 Year	\$0.0590

- 30 second minimum/6 second increment billing
- Minimum 1 year term plan.
- Each toll free number will be billed \$4.00 per month.

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**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE ONLY TO FORMER CUSTOMERS OF ATX LICENSING, INC.**

**ALL MATERIAL ON THIS PAGE IS NEW:  
RELOCATED FROM ATX Licensing, Inc.  
SC P.S.C. Tariff No. 1, p. 29**

7.3 Usage Charges: Domestic Corporate Travel Service

Standard Rate: \$0.2678 per minute

- Full Minute Billing

7.4 Usage Charges: Directory Assistance

Local Directory Assistance – per local call: Provides access to local number directory by dialing 555-1212.

National Directory Assistance – per local call: Provides directory access for numbers outside customer’s service area by dialing 411.

National Directory Assistance – per LD/8XX call: Provides access to local number directory by dialing 1-NPA-555-1212, with “NPA” being the area code of the area for which the Customer would like to find a number.

Uniform Rate Period: All IntraLATA, Intrastate Directory Assistance calls, placed at any time, will be billed at the following uniform rate:

<u>Rate Element</u>	<u>Cost per Call</u>
Local Directory Assistance – per local call	\$0.57
National Directory Assistance – per local call	\$0.95
National Directory Assistance – per LD/8XX call	\$1.48

**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE  
ONLY TO FORMER CUSTOMERS OF ATX LICENSING, INC.**

**ALL MATERIAL ON THIS PAGE IS NEW:  
RELOCATED FROM ATX Licensing, Inc.  
SC P.S.C. Tariff No. 1, p. 30**

7.5 Account Codes

- Verifiable Account Codes
  - Lines with Verifiable Account Codes assigned will require the user to enter the correct code before making a long distance call.
  - Codes are available for both Dedicated and Switched Long Distance business customers.
  - They are available in lengths of 2-12 digits on-switch, and 2-5 digits off-network.
  - A customer will be charged a \$5.00 fee per account/per month and a one-time installation fee of \$15.00.
  
- Non-Verifiable Account Codes
  - Lines with Non-Verifiable Account Codes assigned will require the user to enter a tracking code for reporting purposes.
  - Codes are available for both Dedicated and Switched Long Distance business customers.
  - They are available in lengths of 2-12 digits on-switch, and 2-5 digits off-network.
  - A customer will be charged a \$5.00 fee per account/per month and a one-time installation fee of \$15.00.

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**SECTION 7 – “GRANDFATHERED” SERVICES APPLICABLE  
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**ALL MATERIAL ON THIS PAGE IS NEW:  
RELOCATED FROM ATX Licensing, Inc.  
SC P.S.C. Tariff No. 1, p. 31**

7.6 Payphone Surcharge

The Payphone Surcharge shall apply to each coinless call placed by a Customer that is identified by the Company as placed from a domestic payphone by the Customer or its permitted users. This charge is for the use of the payphone instrument to access the Company’s services.

Additionally, a per call surcharge shall apply to all calls to the Customer’s 800/877/888 number that originates from a payphone.

Payphone Use Charge: \$0.50 per call