Tariff Schedule Applicable to

Resold and Facilities-Based

Local Exchange Services

Furnished by

Bandwidth.com CLEC, LLC

Between Points Within the State of South Carolina

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CHECK SHEET

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

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TARIFF FORMAT

A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:

2
2.1
2.1.1
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D. **Check Sheets** - When a tariff filing is made with the Commission and the Office of Regulatory Staff, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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EXPLANATION OF SYMBOLS

(C) – To signify a changed regulation

(D) – To signify a discontinued rate or regulation

(I) – To signify an increase in a rate

(M) – To signify text or rates relocated without change

(N) – To signify a new rate or regulation or other text

(R) – To signify a reduction in a rate

(T) – To signify a change in text but no change in rate

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DEFINITIONS

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

"Bandwidth.com" refers to Bandwidth.com CLEC, LLC

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

"Commission" refers to the South Carolina Public Service Commission.

"Company" or "refers to Bandwidth.com CLEC, LLC

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

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

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

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

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

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DEFINITIONS (Cont'd)

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

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

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

"ORS" refers to the South Carolina Office of Regulatory Staff.

"Service" refers to any telecommunications service(s) provided by the Company under this tariff and under the regulatory jurisdiction of the Commission.

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

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

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

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

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SECTION 1. APPLICATION OF TARIFF

1.1.1 This tariff governs the services provided by Bandwidth.com CLEC, LLC that originate and terminate within the State of South Carolina. Specific services and rates are described elsewhere in this tariff.

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

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

1.1.4 The Company's services are available to business/non-residential and residential customers.

1.1.5 Tariffs and revisions to tariffs will be filed with the Commission and a copy provided to the ORS.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations, rates and charges applicable to resold and facilities-based local exchange services provided by the Company to business/non-residential and residential customers in the State of South Carolina.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises due to negligence of the Customer unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 (Cont'd)

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.

2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.

2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

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

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company–provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts which are applicable to such connections.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

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

(A) Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Bandwidth.com, shall not result in the imposition of any liability upon Bandwidth.com.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd)

(B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this tariff, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.

(C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Bandwidth.com will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Bandwidth.com, that furnishes services, facilities, or equipment used in connection with Bandwidth.com's services or facilities.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

2.3.1 (Cont'd.)

(D) EXCEPT AS EXPRESSLY PROVIDED IN THIS TARIFF, BANDWIDTH.COM MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2.3.2 Limitation of Liability

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

2.3.3 Force Majeure

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service

The Company shall not be required to furnish or to continue furnishing service to any applicant who, at the time of application, is indebted under an undisputed bill for service previously rendered to the applicant or to any other member of the applicant's household, within a limit of six years prior to the time of the application.

2.4.1 Minimum Contract Period

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

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

The Company will provide or contract to provide for the publishing of customers name, address, and telephone numbers in a telephone directory that is published at regular intervals, except where a public telephone and telephone service are unlisted at the customer's request.

Upon issuance of the directory in which a customers' listings appear, the Company shall distribute, or contract for the distribution of a copy of each directory to all customers served by that directory and a copy of each directory shall be furnished to the Commission.

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SECTION 2. RULES AND REGULATIONS (Cont'd)
2.4 Application for Service (Cont'd)

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

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

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

2.4.2.6 Requests for termination of service, by the Customer must be made in writing or orally and the Company shall be allowed a reasonable period of time after the receipt of such notice to send a final bill.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

2.5.1 Bandwidth.com will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. Payment is due upon receipt by Customer and payable within thirty (30) days of the Bill Date (the "Due Date").

2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge. Non-regulated and 900 related charges are not subject to late payment penalty. The late payment charge will accruing at the rate of 1-1/2% per month until paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this tariff, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a five (5) day written notice shall be required in order to terminate services hereunder for non-payment. Service will be terminated only on Monday through Thursday between the hours of 8:00am and 4:00pm, unless provisions have been made to have someone available to accept payment and reconnect service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.3 The customer is responsible for payment of all charges for service furnished to the customer pursuant to this tariff. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 General

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

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

2.6.1.2 The customer cannot furnish either a letter of good credit from a reliable source or an acceptable co-signer or guarantor on the same system within South Carolina to guarantee payment.

2.6.1.3 The customer has no deposit and presently is delinquent in payments in that the customer has had two consecutive thirty (30) day arrears, or more than two non-consecutive thirty (30) day arrears, in the past twenty-four (24) months.

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.2 Amount of Deposit

For a new customer, a maximum deposit may be required up to an amount equal to an estimated two months' total bill (including toll and taxes). For an existing customer, a maximum deposit may be required up to an amount equal to the total of actual bills of the highest two consecutive months within the preceding six months. The Company will not require a deposit without explaining in writing why that deposit is being required and under what conditions, if any, the deposit will be diminished upon return.

The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this section.

2.6.3 Return of Deposit

Deposits shall be refunded completely with interest after two years unless the customer has had two consecutive 30-day arrearages or more than two non-consecutive thirty (30) day arrearages in the past twenty-four (24) months, or has had service denied or interrupted for non-payment of bills, or has been sent more than two late payment notices in he past nine (9) months, or has a returned check in the past six (6) months.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.4 Interest on Deposits

Interest shall be paid on deposits at the rate prescribed by the Commission. The interest on the deposit shall accrue annually. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

2.7.1 In the event that Customer disputes any charges, Customer must submit a written or oral claim describing the disputed charge and the amount of charge. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Bandwidth.com within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Bandwidth.com shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Bandwidth.com's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Bandwidth.com must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

The Company's toll free telephone number, which will be printed on customer bills, is 1-800-808-5150.

2.7.2 Any unresolved dispute may be directed to the South Carolina Office of Office of Regulatory Staff, 1441 Main Street, Suite 300, Columbia, SC 29201. ORS can also be reached Department by phone at 803-737-5230 or within South Carolina at 1-800-922-1531.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

2.8.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. Records will be kept of Interruptions or Failures of Service which will include the date, time, duration, cause and steps taken to correct the problem, These records shall be made available to the ORS upon request.

2.8.2 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 Returned Check Charge

The returned check charge shall conform to SC Code 34-11-70.

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements, and filed for Commission approval.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service including 900 and 900-type services and non-regulated services. Bandwidth.com shall have the right to refuse or discontinue telephone service, with or without notice, for any of the reasons listed below or for any reason set forth in an individual contract for service.

2.12.1 Disconnection of Service Without Notice

Bandwidth.com shall have the right to refuse or discontinue telephone service, without notice, for any of the reasons listed below or for any reason set forth in an individual contract for service.

2.12.1.1 In the event of a condition determined by the Company to be hazardous or dangerous.

2.12.1.2 In the event that a customer's use of equipment is in such a manner as to adversely affect the Company's service to others.

2.12.1.3 In the event of unauthorized use of Company's services.

2.12.1.4 In the event of a PSP violation of a Commission Order of which the PSP has been notified and has failed to correct the violation within the amount of time specified.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2. Disconnection of Service Requiring Notice

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

2.12.2.1.A Tampering with equipment furnished and owned by the Company.

2.12.2.1.B For violation of or non-compliance with Commission's Orders or regulations governing service supplied by the Company.

2.12.2.1.C For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.

2.12.2.1.D For failure of the customer to permit the Company to have reasonable access to its equipment and property.

2.12.2.1.E For excessive and abnormal use of toll service, service may be denied two (2) days after written notice is given to the Customer, unless satisfactory payment arrangements are made.

2.12.2.1.F Failure to meet the Company's deposit and credit requirements as authorized by 103-621(1).

2.12.2.1.G For failure of the customer to furnish permits, certificates, and/or rights-of-way, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice (Cont'd)

2.12.2.1 (Cont'd)

2.12.2.1.H For illegal and willful misuse of the Company's services.

2.12.2.1.I For non-payment of that portion of the bill rendered by the Company for service billed for another telephone Company.

2.12.2.1.J The Company may disconnect service for any reason that confirms to SC Regulations 103-625.

2.13 Unlawful Use of Service

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

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service (Cont'd)

2.13.1 (Cont'd)

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

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

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.14 Interference with or Impairment of Service

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

2.15 Telephone Solicitation by Use of Recorded Messages

2.15.1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

2.16.1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.17 Overcharge/Undercharge

2.17.1 Any adjustment in billing due to an overcharge or an undercharge shall conform to South Carolina Regulations 103-623.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.18 Notices

2.18.1 Any notice required or permitted to be given under this tariff shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers on record or at such other address or phone numbers as shall be designated from time to time.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Emergency Calling

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

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Trial Services

3.1.1 The Company may offer new services, not otherwise generally tariffed, from time to time on a trial basis subject to Commission tariff approval. Such trials are limited to a maximum of one year. If a trial service is made on a permanent bases, the Company shall file revisions with the Commission and the ORS.

3.2 Promotional Offerings

3.2.1 The Company will provide notification to the Commission and the ORS of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. The Commission requires a letter of notification of promotional offerings which will be provided at least five (5) days prior to implementing the promotion. Such letter of notification shall also be provided to the ORS.

3.3 Customized Pricing Arrangements ("CPAs") Offerings

3.3.1 The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the tariffed rates. CPA rates must be provided under contract to a customer and the contract filed, under seal, with the Commission. All CPA's will be made available to the ORS upon request.

3.4 Individual Case Basis ("ICB") Offerings

3.4.1 The tariff may not specify the price of a service in the tariff as "ICB. The Company may or may not have an equivalent service in its the tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate. All ICB's will be made available to the ORS upon request.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Marketing Practices

3.5.1 As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading marketing practices to the detriment of consumers in South Carolina, and will comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. Carrier understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the state of South Carolina.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.6 Local Exchange Service

3.6.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC). Bandwidth.com offers Bellsouth Telecommunications Local Exchange Services under resale, and hereby adopts the same local calling areas as defined in their General Subscriber Service Tariff.

3.6.2 Service is classified as business service and business rates apply when any of the following conditions exist:

- When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.
- Service is provided for social clubs (i.e. Elks, VFW, Eagles, etc.).
- When the directory listing is a business listing, except when a residence telephone number is listed as an alternate call number in connection with a subscription to business local exchange service.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Directory Assistance

3.7.1 General

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Tariff, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's telephone account.

3.7.2 Directory Assistance Call Allowance

Customers are allowed one (1) directly dialed Directory Assistance calls per month at no charge for each business main telephone exchange or PBX trunk line.

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SECTION 4. RATES AND CHARGES

4.1 Calculation of Rates

4.1.1 The chargeable time for a local toll call as described in Sections 3.5 and 4.3 is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.

4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA intrastate toll calls and a twenty-four (24) second minimum on intraLATA regional toll calls.

4.1.3 Rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Sunday
	8:00 a.m.	5:00 p.m.	Saturday-Sunday
	5:00 p.m.	11:00 p.m.	Saturday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service

4.2.1 Business Service

	Monthly Rate		Non-Recurring Charge	
	Actual	Maximum	Actual	Maximum
First Measured Business Line or Trunk	$19.22	$32.06	$49.57[1]	$59.48
Additional Measured Business Line or Trunk	$19.22	$32.06	$27.49[2]	$32.99
Changes, Service Restoration				
To change class, type or grade of service(per line or trunk)			$49.57	$59.48
To restore service that has been temporarily disconnected by the Company(per line or trunk, per order)			$49.57	$59.48

[1] First Line per Service Order
[2] Additional Lines on the SAME service order

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.1 Business Service (Cont'd)

Local Usage Rates

The Customer is billed for usage based on the number, duration, distance, and time of day of the originating call. The rates set forth in this section apply to all direct dialed local calls.

Day

	Actual	Maximum
First Minute	$0.040	$0.048
Additional	$0.010	$0.012

Evening

First Minute	$0.028	$0.0336
Additional	$0.0700	$0.084

Night & Weekend

First Minute	$0.016	$0.0192
Additional	$0.004	$0.0048

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Residential Service

[RESERVED FOR FUTURE USE]

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service (Cont'd)

4.2.2 Residential Service

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Directory Assistance Service

	Actual	Maximum
Per Listing:	$1.50	$3.00

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SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION

5.1 General

IntraLATA/InterLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA and/or InterLATA Toll Provider ("ITP") to access IntraLATA and/or InterLATA toll calls in South Carolina without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA/InterLATA toll provider.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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SECTION 5. INTRALATA/INTERLATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for Customers

New end user customers (including an existing customer who orders an additional line) who subscribe to local service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon either an IntraLATA and/or an InterLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA and/or an InterLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA and/or InterLATA toll calls. The free selection period available to new end users is the thirty day period following installation of service.

Initial free selections available to end users are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")

5.3.1 Verification of Orders for Telemarketing

No ITP change order shall be generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.1.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

5.3.1.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.1.1.B The decision to change the PIC to the ITP; and

5.3.1.1.C The customer's understanding of the PIC change fee; or

5.3.1.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.1.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure") (Cont'd)

5.3.2 The Company will follow the Federal Communications Commission and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA and/or InterLATA toll provider changes in South Carolina.

5.3.3 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. The Company will only accept a request to change an ITP from the customer.

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