

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS**

**A. General**

The regulations specified herein are in addition to the regulations contained in other sections of this Guidebook. Failure on the part of customers to observe these rules and regulations of the Company automatically gives the Company the right to cancel, after proper notification, the contract and discontinue the furnishing of service.

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service. The Company may discontinue certain Company services in geographic areas at the Company's sole discretion. (N)  
(N)

Application for service, or requests from customers for additional service, equipment or changes in the grade or class of service become contracts when received by the Company and are subject to the minimum contract term. The Company reserves the right to require application for service to be made in writing on forms supplied by it.

The terms and conditions of all contracts are subject to the rules and regulations in this Guidebook for the particular exchange for which service is to be furnished.

Any general change in rates, rules or regulations shall act as modification of the contract to that extent, without further notice except that in case rates are increased the customer may cancel his contract upon five (5) days written or verbal notice and upon payment for all service, equipment, and any contractual liability.

Unless otherwise specified, the minimum term for which service will be furnished is one month.

In instances where a customer is converting their service from a Competitive Local Exchange Carrier reselling AT&T Arkansas provided service to AT&T Arkansas service at the same service address, a conversion charge as specified in Part 3, Section 1, may apply in lieu of standard installation charges.

**B. Customer Specific Pricing**

The Company may offer Customer Specific Pricing (CSP) for customers who sign an agreement purchasing Business Services. The negotiated customer specific rates will apply for the duration of the contract.

In order to qualify for Customer Specific Pricing contracted Business Services must terminate at the same customer's premises and be covered by a single contract. When the customer meets these eligibility requirements, the customer may elect to transfer existing Business Services to the new contract.

During the term of the Customer Specific Pricing contract, additional Business Services may be added to the contract upon mutual consent and the contract will specify the terms and conditions of such additions.

Termination liability will be incurred if the contract is discontinued prior to the expiration date, or according to other terms identified in the contract.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****C. Electronic Bulletin Board Systems***General Provisions*

An electronic Bulletin Board System (BBS) is an electronic forum running on a computer system to communicate with other computers via a telephone line and using software which facilitates usually the following: message sub-boards, file transfers, networking abilities, on-line games and other general information, including but not limited to BBS lists, instructional information, help-files, "how-to" information, etc.

BBSs located at a residence that do not solicit or require any remuneration, directly or indirectly, in exchange for access, and that use four or fewer local exchange access lines shall be permitted to subscribe to a flat rate residential offering. BBSs eligible for residential rates may not use paid for advertising to promote or advertise their BBS. Those BBSs that do not meet these conditions will be considered business, and shall subscribe to the appropriate business rate service for all exchange lines used by the BBS.

**D. Advance Payments**

When making application for service, the applicant may be required to pay at the time the application is accepted, the service charges, if applicable, and the first month's charges for exchange service, excluding charges for local messages in excess of the monthly guarantee. This provision will not be applied if a deposit is collected. In all cases, the regular monthly charges for service are payable as specified in this Guidebook. The provisions of this paragraph affect the initial payment only and not the subsequent billing and collecting practices as elsewhere provided in this guidebook.

The amount of the advance payment (not including the service charges) is credited to the customer's account and applied against any indebtedness under the contract.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Use of Service and Facilities**

## 1. Use of Customer Service

Local Exchange Service is provided only for the use by the Customer, his employees, family or persons residing in the customer's household and other Authorized Users.

Local Exchange Service must be provided to the customers or potential customer solely by the Company within its certificated Local Service Area, unless such other provider is certificated or licensed by the Arkansas Public Service Commission or the Federal Communications Commission. The Company has the right to refuse to install customer service or to permit such service to remain on the premises of a public or semi-public character when the public in general or patrons of the customer may make use of the service. At such locations, however, customer service may be installed, provided it is not accessible for general public use.

The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with his usage or that of any of an Authorized User. The Company will render billing to the customer of record, and that customer shall be responsible for all charges. The Company will not prorate nor divide billing between the customer and any other party.

Local Exchange Service may be used for providing access to resold or shared customer premises equipment. Where Local Exchange Service is used for this purpose, no payment either direct or by means of a coin collective device, or consideration for the Local Exchange Service is to be paid any party other than the Company, except as provided in this guidebook.

Local Exchange Service may not be utilized in the provision of interexchange telecommunications service (MTS and WATS) to avoid applicable Switched or Special Access Service charges.

Business Local Exchange Service may be used in the provision of interstate enhanced service consistent with the FCC mandated enhanced services exemption. Such interstate enhanced services use is limited to the period for which the FCC enhanced services exemption is in force.

Except as specifically provided for in this guidebook, Local Exchange Service may not be used to extend the local calling scope of the subscribing customer.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Use of Service and Facilities (cont'd)**

## 2. Paralleling Service

When both flat and measured rates are quoted in an exchange for business main station or private branch exchange service, an applicant may, at his option, select service under either method of rate treatment but the entire service furnished at the same premises including additional and auxiliary service must be uniformly on the same rate basis and not on a combination of the two. The foregoing does not apply to:

- a. Furnishing two way business measured rate service as a secretarial answering line.
  - b. Exchange Interconnection Service
  - c. Disabled persons who have been certified to the Company as being hearing and visually impaired shall be allowed to mix flat rate service and measured service<sup>/1/</sup> at their residence. This exemption requires the customer to provide certification of both hearing and visual impairment using the same documentation referenced in paragraph C.7 in Part 9, Section 1 (see Two-Point Service) and paragraph B.5 in Part 11, Section 2.
  - d. DigiLine Service® and Local Exchange Services that are furnished at the same premises.
  - e. Business Primary Service (Business Flat Rate Single Line 1-Party, Business Measured Rate 1-Party, or Business Multi-Line Service) that are furnished at the same premises. (D)
3. Transmitting Messages - The Company does not transmit messages but offers the use of its facilities for communications between its customers.
  4. Use of Lines of Other Companies - When suitable arrangements can be made, lines of other certificated telephone companies may be used in establishing connections to points not reached by the Company's lines. In establishing connections with the lines of other companies, the Company is not responsible or liable for any action of the Connecting Company.
  5. Unauthorized Attachments or Connections - No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the facilities furnished by the Company, whether mechanically, electrically, inductively, acoustically, or otherwise, except as provided in this guidebook. In case any such unauthorized attachment or connection is made, the Company has the right to remove or disconnect the same.

/1/ This service is obsolete for residence customers, except for existing installations at existing locations for existing residence customers who subscribed to the service prior to July 3, 2013.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****E. Use of Service and Facilities (cont'd)**

6. Except as otherwise provided in this guidebook, nothing herein shall be construed to permit the use of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

Provision of Equipment - any equipment offered herein which has grandfathered status under the Federal Communications Commission's Registration Program is offered and provided only to the extent of available stock.

7. Extension Service
  - a. Extension Service provides the user the capability for originating calls from or receiving calls at locations in addition to the location of the main station where such instruments at the additional locations are connected to the same exchange access line as the main station.
  - b. For charges applicable to circuits between different buildings on the same premises, or between different buildings on different premises, see Part 15, Section 2.
  - c. Separate telephone numbers or other distinctive designations are not assigned to extension stations nor is code ringing permitted.

**F. Obligations of Customers and Rights of the Company**

1. Obligations of Customers
  - a. Alterations - The customer agrees to notify the Company promptly in writing whenever alterations or new construction on premises owned or leased by him will necessitate changes in the Company's facilities; and the customer agrees to pay the Company's current charges for such changes.
  - b. Maintenance and Repairs - All ordinary expense of maintenance and repair unless otherwise specified in this Guidebook, is borne by the Company. The customer agrees to take good care of the equipment and facilities connected therewith. In case of damage to or destruction of any of the Company's equipment and facilities, not due to ordinary wear and tear, the customer is held responsible for the cost of replacing the equipment destroyed or for the cost of restoring the equipment to its original condition, except where such damage is not occasioned by the negligence of the customer.
  - c. Use of Commercial Power for Operation of Equipment or Facilities - Unless specifically provided otherwise in this guidebook, when commercial power is used for the operation of Company equipment or facilities, the customer will provide the necessary power wiring, power outlets and commercial power. The customer assumes all responsibility for the safe condition of the power wiring, power outlets and commercial power.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****F. Obligations of Customers and Rights of the Company (cont'd)**

## 2. Rights of the Company

- a. Work Performed on an Overtime Basis - The charges specified in this guidebook do not contemplate work being performed by the Company employees involved at a time when overtime wages apply, due to the request of the customer. If the customer requests that overtime labor be performed, an additional charge, based on the additional costs involved, applies.
- b. Work Interruption - The charges specified in this guidebook do not contemplate work once begun being interrupted by the customer. If the customer interrupts work once begun, an additional charge, based on the additional costs involved, applies.
- c. Ownership - Equipment and lines on customer premises, furnished by the Company, shall be and remain the property of the Company, whose agents and employees have the right to enter said premises at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing the equipment and lines or for the purpose of making collections from coin boxes and, upon termination of the service, for the purpose of removing such equipment and lines.
- d. Customer's Use of Equipment for Display Purposes - The Company reserves all rights with respect to use of items furnished or owned by it for display of advertising and the customer shall not so display advertising or permit such display except upon the approval of the Company.
- e. Telephone Directory Distribution - The Company distributes to its customers without charge one directory. Any additional directories or information requested by a customer will be furnished without additional charge where in the opinion of the Company such provisions will lend to a more efficient use of the service by that particular customer. Other directories will be furnished at the discretion of the Company at a reasonable rate in accordance with Special Rule 3.08.B(I).
- f. Telephone Directory Ownership - Directories regularly furnished to customers are the property of the Company, are loaned to customers only as an aid to the use of the telephone service, and are to be returned to the Company upon request. Customers must not deface or mutilate such directories or attach or permit attachment of covers of any sort or description without the written consent of the Company. The Company shall have the right to make a charge for directories issued in replacement of directories destroyed, defaced or mutilated while in possession of customers.

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**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)**

**F. Obligations of Customers and Rights of the Company (cont'd)**

2. Rights of the Company (cont'd)

- g. Telephone Numbers - The Company reserves the right to change the telephone number or numbers assigned to a customer or the central office designation associated with such telephone number or numbers, or both, as reasonably appropriate in the conduct of its business. The customer has no property right in any number or central office designation assigned by the Company in the furnishing of telephone service.
- h. Unauthorized Attachments or Connections - Where the customer uses unauthorized equipment, accessories, apparatus, circuit or device, he will be held responsible for the cost of correcting any impairment of service caused by the use of such attachment or connection and for estimated service taken. The customer will also be billed the amount specified in Part 3, Section 1 for each service call made to his premises or the premises of any other customer by reason of the use of such attachment or connection with facilities of the Company.
- i. Provision of Local Exchange Service
  - 1. Under rights granted by the Arkansas Public Service Commission, the Company is authorized as a certificated provider of Local Exchange Service. Local Exchange Service is all telecommunications service between different customers who are located within the local service area. Local Exchange Service will be terminated at the customers' premises, or where the customer-provided equipment involves "common equipment" at an alternate premises in the same building, if requested by the customer and agreed to by the Company.
  - 2. All Local Exchange Service provided by means of a coin collection device will only be provided by the Company.

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**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****G. Liability of the Company**

1. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's equipment, facilities and associated wiring on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
2. Error - The Company's liability for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers shall be limited to the amount of actual impairment of the customer's service, and in no event shall it exceed the amount paid for the service during the period covered by the directory in which the error or omission occurs.
3. Interruptions of Service - The customer assumes all risk for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, failures or defects in equipment and facilities furnished by the Company occurring in the course of furnishing service, in the telephone service or other communication services furnished him by the Company, or of the Company failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, except as follows: If service is interrupted other than by negligence or willful act of the customer an allowance at the rate for that portion of the customer's service affected by the interruption shall be made for the time such interruption continues after the fact is reported by the customer or after detected by the Company and the interruption is for more than 24 hours. No other liability shall in any case attach to the Company in consideration of such interruptions. The Company will not be responsible for any loss or damage nor for any impairment or failure of the service arising from or in connection with the use of customer-owned facilities or equipment and not caused solely by the negligence of the Company.
4. Indemnification - The customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring on the customer's premises and further, the customer indemnifies and saves harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company, and apparatus, equipment, and systems provided by the customer; and against all other claims arising out of any act or omission of the customer in connection with the services or facilities provided by the Company.
5. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: the Company shall not be liable for damage arising out of 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 the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting 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), or (2) not prevented by customer-provided equipment.



**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****H. Transfer of Contracts**

1. A customer may transfer their contract(s) having a term length of greater than one month, to another party at the same location when there is no reason to question the responsibility of the other party, and when the new party willingly assumes all the obligations of the former customer and pays any additional charges that are applicable. A Transfer of Contract (TSA) signed by the new customer may be required and all bills are rendered the new party without any adjustments. Such contract is terminable under the same conditions as was the original contract. The Service and Equipment Charge for transfer of contracts is \$7.75 for residence and \$6.25 for business.
2. The telephone number of a telephone service affected by a transferred contract covering a change of party, may be changed, unless it is clearly shown that the new party is, in fact, the successor of and is entitled to receive, and will properly care for the incoming messages for the listed number. In order to retain the listed telephone number, the new customer must assume any outstanding indebtedness under the transferred contract.

**I. Termination of Contracts**

1. Cancellation of Application For Services
  - a. Where the applicant cancels an application for service prior to the start of installation or special construction of facilities, no charge applies.
  - b. Where installation of facilities, other than those provided by special construction, has been started prior to the cancellation, the charge specified below, whichever is lower, applies:
    1. A charge equal to the estimated costs incurred in such installation, less estimated net salvage.
    2. The charge for the minimum period of the service ordered by the customer as provided in this guidebook plus the full amount of any termination charges applicable.
  - c. Where special construction of facilities has been started prior to the cancellation and there is another requirement for the specially constructed facilities, in place, no charge applies.
  - d. Where special construction of facilities has been started prior to the cancellation, and there is no other requirement for the specially constructed facilities, a charge equal to the costs incurred in the special construction, less net salvage applies except that, where one or more, but not all, of the services involved in the special construction are cancelled, a charge equal to the cost, less net salvage, incurred for the discontinued services applies instead. Net salvage is determined based on the value of reusable material, less cost of removal. In determining the charge, each cancelled service is treated as discontinued as of the date on which it was to have been placed in service.
  - e. Installation or special construction of facilities for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred; provided, the customer had advised the Company to proceed with the installation or special construction.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****I. Termination of Contracts (cont'd)**

## 2. Termination of Contracts During Minimum Terms

- a. Service and Equipment - Contracts may be terminated before expiration of the minimum term, under the following conditions:<sup>/1/</sup>

1. On payment of all charges for services rendered

If, in the opinion of the Company, the premises has been substantially destroyed from causes beyond the control of the customer the customer has up to two months from date of destruction to decide to:

*Terminate contract.* The customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement.

*Continue same service subject to the availability of equipment.* Installation, Service Charges and all other nonrecurring charges are applicable to all services and equipment. Upon completion of installation of the same type of service, the period of time the customer was out-of-service is added to the expiration date of the existing contract term.

*Change service.* If the service is changed, the customer existing contract is terminated and the customer will not be required to pay the charges applicable for the unexpired portion of the termination agreement and a new contract is issued. The Service Charges and Installation Charges will be based on the difference between the Service Charges and Installation Charges applicable to reestablish the existing service and the Service Charges and Installation Charges to establish the new service. (If the Service Charges or Installation Charges to establish the new service are less than the Service Charges or Installation Charges to reestablish the existing service, no charges are applicable.)

2. On payment of all charges for service for the minimum contractual period.

/1/ Includes Directory Listings contracts where the minimum term is one month.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****I. Termination of Contracts (cont'd)**

## 2. Termination of Contracts During Minimum Terms (cont'd)

- b. Directory Listings - Contracts may be terminated before expiration of the minimum term, under the following conditions:<sup>/1/</sup> (C)

## 1. On payment of all charges for services rendered

In case the contract for main service is terminated, or in case the listed party becomes a customer to some other class of exchange service similar in classification, i.e., business or residence to that under which the listed party is listed, or (C)

In case the listed party moves to a new location or quits business, or (C)

In case of death of the listed party, or (C)  
(D)

In case the interests of the customer are merged through marriage or business affiliations. (C)

## 2. On payment of all charges for service for the minimum contractual period.

## 3. Termination of Contracts After Expiration of Minimum Term

Contracts, unless otherwise specified, may be terminated by either the customer or the Company, after the expiration of the minimum term, upon five (5) days written or verbal notice from either party to the other.

4. Contractual Agreements - The basic termination charge and the minimum contract period referred to in this guidebook are to be applied to the same customer at the same location. An assumption of an existing contract by a new customer as provided for in this section of the guidebook is to be considered as a continuation of the same contract.

/1/ Includes Directory Listings contracts where the minimum term is the directory period. (C)

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****J. Municipal Taxes**

## 1. General Regulations

Whenever a municipality imposes upon the Company any type of city special tax with the exception of ad valorem taxes or others not uniformly levied upon all businesses, the appropriate share of this tax shall be billed to each customer located within the corporate limits.

## 2. Municipal Tax Clause

The municipal tax rate shall be subject to an increase or decrease in proportion to the amount of new or revised excise, license privilege or other special taxes (except ad valorem and income taxes) which the Company hereafter has to pay, which are levied or imposed, or increased, or decreased by laws or ordinances. Such adjustments shall be recovered only from those customers within jurisdictional boundaries of the taxing bodies.

## 3. Method of Billing

The amount of tax levied by the municipality (plus expense of the Company in billing, collecting, and remitting such amounts) shall be converted to a percent of the annual billing for exchange access lines or a per-minute-of-use basis for toll for customers located within the corporate limits of the municipality. If a percent basis is utilized, it shall be rounded to the nearest cent and applied to each main line, trunk, or exchange access charge of main stations for Centrex customers and billed to each customer monthly. (Specifically excluded from the percent method of billing are revenues derived from extensions, terminal equipment, toll, directory advertising, other miscellaneous equipment and any other service which is not Exchange Telephone Service.) If a percent basis is utilized, the percent applied to each customer's bill shall be the same for all classes of main lines, trunks, and exchange access charges of Centrex main stations, and shall be determined annually.

The amount as determined above shall be shown as a separate line on each customer's bill and shall be identified as such.

## 4. Adjustments

The Company shall maintain records for each municipality reflecting any over- or under-collections of amounts from customers and shall adjust the following year's collections to compensate for any overage or shortage.

**K. Promotional Rates and Incentives**

## 1. Purpose

The Company may offer temporary rates and incentives during certain specified periods for the purpose of encouraging residential or business customer interest in and evaluation of a particular service offering.

## 2. Definition

A promotional rate or incentive is defined to be a temporary reduction or waiver of the monthly recurring rate and/or nonrecurring charge, or other temporary incentives (e.g., coupons, credits, etc.).

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****L. Disaster Plan**

When a business or residence customer's premises is destroyed or partially destroyed by means beyond the control of the customer, i.e., natural disaster or fire, the following emergency plan will go into effect, except as provided pursuant to the Major Disaster Relief Plan as shown below in paragraph M:

The service connection charge to re-establish the local exchange access line after the disaster will be waived as specified in paragraph C.2 in Part 3, Section 1.

The monthly rate and associated Service Connection Charge for residence customers will be waived for thirty days for the following services:

- Call Forwarding
- Call Forwarding-Busy Line
- Call Forwarding-Don't Answer
- Call Forwarding-Busy Line/Don't Answer
- Remote Access to Call Forwarding
- Customer Alerting Enablement
- Preferred Number Service

The monthly rate and associated Service Connection Charge for business customers will be waived for thirty days for the following services:

- Call Forwarding
- Call Forwarding-Busy Line
- Call Forwarding-Don't Answer
- Call Forwarding-Busy Line/Don't Answer
- Remote Access to Call Forwarding
- Customer Alerting Enablement
- TeleBranch<sup>®</sup>

The Customer will be billed the guidebook rate for these services at the end of the discounted period unless a positive confirmation from the customer is obtained to discontinue the services.

**M. Major Disaster Relief Plan**

To assist in cases of state and/or federally recognized disasters, the Company may provide special offerings of its products and services to residence and business customers. Such disasters include, but are not limited to, acts of God, natural disasters, terrorism, military action or war.

The disaster aid offering(s) will be at the discretion of the Company.

The offering(s) will be limited in duration.

**RULES AND REGULATIONS APPLYING TO ALL CUSTOMERS' CONTRACTS (cont'd)****N. Change in Service Arrangement**

If a modification of use causes a service to be re-designated from an Exchange status to Access status, such a change is allowed without incurring Termination Charges given the following conditions are met:

- There must be no change in service locations
- The new Term Pricing Plan (TPP) must be equal to or longer than the remaining time in the existing TPP

Upgrades are permitted subject to underlying product guidebooks.

Nonrecurring charge associated with the service under the new jurisdiction may apply.

**O. Cost Assessment Charge (CAC)**

A Cost Assessment Charge is assessed on a per line or trunk basis or as shown below for residence and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to the transport services listed below. The CAC is established to recover property taxes (from business customers) as well as the ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, Lifeline, or any of the following account types: Federal, State and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

	<u>USOC</u>	<u>Monthly Rate</u>	
- Per residence network access line	C8RCC	\$0.17	(R)
- Per business network access line	C8RCD	\$3.95	
- Per residence DigiLine ISDN BRI	C8RCC	\$0.17	(R)
- Per business DigiLine ISDN BRI	C8RCD	\$3.95	
- Per Plexar/Centrex Station	C8RCD	\$3.95	
- Per SmartTrunk PRI	C8RCE	\$19.75	
- Per PBX Trunk, and Digital Loop Service	C8RCG	\$35.55	
- SuperTrunks	C8RCF	\$94.80	
- Transport services	-	5.47%	
- Customized Switched Metro Ethernet (CSME) Service			

**DISCOUNTS**

**A. General**

Upon proper official approval the Company will grant discounts from standard rates in connection with certain classes of service. This service may be classified as follows:

- Official Service
- Discounted Service

**B. Official Service**

Official service is service furnished for the conduct of the Company's business, and is generally furnished through stations located in the Company's offices, or in residences of employees or agents whose duties require that they be readily accessible to call at any time.

A discount from standard rates may be allowed in connection with service furnished for the conduct of the Company's business.

**C. Discounted Service**

A discount from standard rates may be allowed in connection with service furnished through residence service telephones at the residences of employees and retired employees receiving a service or disability pension.

**TELECOMMUNICATION EQUIPMENT FUND**

**A. Description**

On March 1, 1995, the Arkansas Legislature passed and signed ACT 501. This act requires all Arkansas Local Exchange Carriers (LECs) to collect a surcharge per month per access line from all customers. The access line surcharge is a source of funding to provide telecommunication devices for persons who are certified as deaf, hard of hearing, deaf and blind, speech-impaired, or having another disability that impairs the individual's ability to effectively access the telecommunications network. The access line surcharge levied under this Act shall be collected by the LECs from its customers and deposited as special revenues in the State Treasury to the credit of the Telecommunication Equipment Fund.

**B. Rates and Charges**

The surcharge to provide Telecommunication Devices for persons who are deaf, blind, or speech impaired was changed to \$.02 per customer access line per month effective July 1, 2013, in accordance with Order #2, Docket No. 13-047-U.

**TELECOMMUNICATIONS SERVICE FUND**

**A. Description**

On April 4, 1997, the Arkansas Legislature passed and signed Act 1080 which created the Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation. The act authorizes the corporation board to collect assessments from all providers of local exchange services (LECS) not to exceed \$.10 per access line per month in order to fund the services provided by the corporation.

The assessment shall be collected by the LECS from its customers and transmitted monthly to the board. The board may adjust the assessment no more than once in a calendar year quarter, but at no time shall the assessment exceed ten cents (\$.10) per access line per month.

**B. Rates and Charges**

The assessment to fund the services of the Arkansas Deaf and Hearing Impaired Telecommunications Services Corporation is \$.01 per access line per month. The assessment shall not be collected on more than one hundred (100) access lines at any single customer location. (R)



**CHARGES RELATED TO CUSTOMER ACTIVITY**

**A. General Information**

Each guidebook references this section for rates associated with customer activity.

**B. Customer Account Record**

The Company will charge the following fees when a customer or any authorized party requests a statement of the customer's account record as described by General Service Rule 7.02.

1. All customers will receive, at no additional charge, one copy of their monthly telephone bill. For an additional charge, the customer may also choose to receive up to fifty copies of their monthly bill each month. Some exceptions to this paragraph may apply (see paragraph B.5, below)
2. If the customer wants a duplicate paper copy, or copies, of their bill, a charge of \$3.00 will apply per bill, per request, for the first fifteen pages, plus an additional \$.05 per page in excess of 15 pages. Some exceptions to this paragraph may apply (see paragraph B.5, below)
3. This charge will apply to all requests, which includes one time requests or for each month of requests on a month to month basis.
4. If the customer's bill is lost or unreadable, for reasons other than negligence by the customer, and the customer notifies the Company within 60 days of the billing date, one copy of the bill will be provided at no charge.
5. The Company offers certain services in bundles/packages that require the customer to enroll in electronic billing in order to subscribe to the bundle/package at a stated price. In some cases, the customer may request paper billing in lieu of electronic billing, in which cases additional charges will apply in accordance with the customer contract.

**C. Deposit from Applicant**

The Company may require a deposit from an applicant for service.

**D. Deposit Due to Bankruptcy**

In accordance with the United States Bankruptcy Code, U.S.C.A. Title 11 #366, the Company will require a customer to furnish assurance of payment in the form of a deposit. This deposit will be in addition to all other deposits posted with the utility before the bankruptcy filing.

**E. Deposit from Customer**

The company may require a new deposit or an increase in the amount of the deposit from a customer.

**CHARGES RELATED TO CUSTOMER ACTIVITY (cont'd)****F. Payments for Service**

1. The Company will render a bill monthly. The bill is payable upon receipt and will be due twenty two calendar days after the date the bill is mailed.
2. Payment for Service - The customer is responsible for payment of all charges for services and equipment furnished the customer, including charges for services originated, or charges accepted at the customer's station and including any charges transferred to the customer's account, deposits, where the customer has executed a Contract of Guaranty for an applicant or present customer. Where message rate service is furnished, local message guarantees are on a monthly basis, i.e., settlement of local message charges is made monthly on the basis of the charge for the guaranteed number of local messages plus charges for additional local messages.

3. Installment Billing

Service Connection Charges and other nonrecurring charges are payable in full when rendered with the following exception: a residential customer may choose to installment bill nonrecurring charges for the initiation or the outside move of local residence telephone service (exclusive of construction charges). The installation charges may be billed to the customer in equal monthly installments. If the service connection charges exceed \$100.00, the charges may be billed over a period of six (6) months. If the service connection charges exceed \$50.00 but do not exceed \$100.00, the charges may be billed over a period of three (3) months.

- a. Service Handling Charge for installment billing applies as follows:

0-\$49.00 - No Service Handling Charge.  
\$50.00-Over - Service Handling Charge - FID: SCO \$1.50

- b. Installment Billing allows business customers to negotiate payment of nonrecurring charges of fifty dollars (\$50) or more for up to four (4) months. This service will only be applicable to those products and services not specified for deferred payment in other sections of this guidebook.

A Service Handling Charge of five dollars (\$5.00) will be applied to the first monthly payment. This charge will only be applied once when multiple orders are issued for one customer, at one location, with one due date.

4. Rates for Fractional Periods - If the period of use exceeds one month, the charges for the fractional part of a month following and consecutive with a full month will be a proportionate part of the monthly charges based on the actual number of days the facilities are furnished. For the purpose of administering this regulation with respect to the determination of charges for a fractional part of a month, every month is considered to have thirty days.

When rates are on a "per day" basis, the minimum charge for each day or fraction thereof will be the charge for one day.

**CHARGES RELATED TO CUSTOMER ACTIVITY (cont'd)**

**G. Late Payment Charge**

A Late Payment Charge will be applied to all charges carried over to the next monthly bill. The Late Payment Charge for business customers will be 10% of the first \$30.00 of the overdue portion of the bill and 2% of the remainder. The Late Payment Charge for residential customers will be \$9.75 per month on balances greater than \$5.00. The Late Payment Charge for both business and residential customers may be applied to any disputed amount and will be adjusted if the claim is settled in the customer's favor. Where possible, the Company will exempt the disputed portion of the bill from the Late Payment Charge until the claim is resolved. If the claim is resolved in favor of the Company, the Late Payment Charge will be applied if appropriate. The State of Arkansas and its State agencies are exempt from the Late Payment Charge due to the provisions in Arkansas Purchasing Law (Ark. Code Ann. 19-11-224) and the State Accounting Procedures Manual promulgated pursuant to that law. (l)

**H. Returned Check Charge**

The Company will charge a returned check fee as set forth below when a customer pays by check and the check is returned to the Company for any reasons other than bank error.

An administrative charge of \$30.00 will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written because of being postdated or because of insufficient funds, account closed, no account, account frozen, or uncollected funds.

**I.**

**J. Reconnection Fee**

- 1. A Service and Equipment Charge for each local exchange access line suspended will apply for restoring service after its suspension by the Company. The charges are as follows:

	Service and Equipment Charge	
	<u>Residence</u>	<u>Business</u>
Restoral of Service .....	\$35.00	\$40.00

In addition to the Service and Equipment Charge the customer will be required to pay all charges due, including the charges for the period of denial.

- 2. This Service and Equipment Charge applies only for the restoral of suspended service.

**K. Finance Charge on Delayed Payment Agreements**

The Company does not have a finance charge on Delayed Payment Agreements for any service offerings in its guidebooks.

**CHARGES RELATED TO CUSTOMER ACTIVITY (cont'd)**

**L. Extended Absence Payment Plan**

Payment During Extended Absences - A customer who plans to be away for an extended period of time must contact the business office to make special arrangements regarding bill payment in order to avoid suspension of service. Options for payment during extended absences include: arranging for the bill to be mailed to a different address or prepaying the bill for the absence period. If the customer fails to prepay enough to avoid suspension, the Company will utilize all pre-arranged contact information prior to suspending the customer's service. If the customer prepays more than the billed amount, the Company will refund the overpaid amount when requested by the customer. In some extended absence circumstances, the customer may wish to request a temporary suspension of service as described in Part 2, Section 4.

**M. Extended Due Date Policy**

Flexible Billing Dates – Any residence service customer has an option of requesting the establishment of a bill pay-by-date that differs from the date normally assigned by the Company. This new due date is called the flexible billing date. A customer may request a flexible billing date by contacting the business office.

**N. Convenience Fee for Payment Made with a Company Representative**

A fee may apply for each instance of payment made with a Company Representative when authorized by the subscriber. The subscriber would be informed by the Company Representative of any applicable charges prior to processing the subscriber's payment.<sup>/1/</sup>

	<u>Charge</u>
Residence .....	\$5.00
Business.....	5.00

/1/ The fee will not apply when automated payment systems are unavailable due to system problems.