

**TARIFF DISTRIBUTION**

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Business Georgia Community Calling Plan Obsolete 10/13/2002 Type 4. GCC is not available for new installations or transfers of service to new locations. See A103.7. Business customers may add lines at current location.

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**A2.18 (DELETED)**

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### A2.1 Application

The *terms and conditions* specified herein are applicable to all communication services offered in this *Guidebook* by BellSouth Telecommunications, Inc., hereinafter referred to as the Company. Additional *terms and conditions*, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this *Guidebook*.

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### A2.2 Limitations and Use of Service

#### A2.2.1 Use of Subscriber's Service

##### A. Restricted to Authorized Users

Telephone equipment, facilities, and services are furnished to the subscriber for use by the subscriber.

1. The subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service:
  - a. Members of the subscriber's domestic establishment;
  - b. Employees, agents, or representatives of the subscriber;
  - c. Subscribers engaged as communications common carriers authorized to use public telegram message service or overseas data message service;
  - d. Joint Users sharing in the use of the subscriber's service in accordance with the rates, terms, and conditions specified in Section A3.;
  - e. Patients of hospitals or nursing homes at those establishments;
  - f. Occupants of licensed retirement centers at those locations;
  - g. Members of clubs at the specified club locations;
  - h. Students living in quarters furnished by the school, college, or university which subscribes to the service;
  - i. Persons temporarily subleasing the subscriber's residential premises;
  - j. Transient public in connection with the use of the reservation service at airport terminals for use by the general public.

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##### B. Limitations on Resale of Service

Unless otherwise specified, service furnished by the Company is intended only for communications in which the subscriber or authorized user has a direct interest. Most services specified in this *Guidebook* and in the Resale Tariff are available for resale, except as otherwise noted in this *Guidebook* and in the Resale Tariff, by Competitive Local Exchange Carriers (CLECs) which are certificated by the Georgia Public Service Commission and such services are subject to the terms and conditions specified in this *Guidebook*.

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## **A2. GENERAL TERMS AND CONDITIONS**

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### **A2.2 Limitations and Use of Service (Cont'd)**

#### **A2.2.1 Use of Subscriber's Service (Cont'd)**

- C. Hotels or motels may provide business flat or message rate telephone service to their guests or patrons.
- D. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidableness of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- E. No subscriber may use any service listed in any part of this *Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable. (T)
- F. Traffic Reports as described in A32.1.4.B. may be requested at no charge for use by Enhanced Service Providers (ESPs) and Customer Premise Equipment (CPE) vendors when utilized for evaluation and engineering purposes and not provided to the customer. When a Traffic Report is requested by an ESP or CPE vendor, a study time will be determined based on availability of equipment utilized for this offering. The offering will consist of a one-week analysis of the customer's central office based facilities. These reports vary based on central office types and equipment availability.

#### **A2.2.2 Establishment of Identity**

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

#### **A2.2.3 Reserved for Future Use**



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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.2 Limitations and Use of Service (Cont'd)

#### A2.2.4 Accessories Provided by the Subscriber

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this *Guidebook* are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services. (T)

#### A2.2.5 Broadcast of Recordings of Telephone Conversations

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the *terms and conditions* governing connection with subscriber-provided voice recording equipment as specified in this *Guidebook*. (T)

#### A2.2.6 Recorded Public Announcements

- A. Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:
1. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the currently distributed telephone directory. Subscribers transmitting factual public announcements such as time, temperature, weather, stock market quotations, airline schedules and similar information are excluded from this requirement.
  2. Private telephone numbers will not be furnished for use with recorded public announcements.
  3. Failure to comply with the provisions of this *Guidebook* shall be cause for termination of the service. (T)

#### A2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

#### A2.2.8 Transmitting Messages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company, except where the Company transmits messages for Telecommunications Devices for the Deaf (TDD).

Where the Company transmits messages through the Georgia Relay Center, the Company shall not be liable for errors in translating, transmitting, receiving or delivering messages by telephone, TDD, or any other instrumentality over the facilities of the Company, connecting utilities or through the Georgia Relay Center.

#### A2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. The Company may discontinue service or refuse service when it has reasonable grounds to believe that such service is being used or will be used in violation of law. Reasonable grounds may include but are not limited to an order, provided by law enforcement officials to the Company, from a court of competent jurisdiction in which the court finds that the service is being used or will be used in violation of the law and should be terminated. In the event that any law enforcement officials, either Federal or State, find cause to evidence that a subscriber is using service in violation of the law, then such law enforcement officials shall provide a Court Order from a competent court of jurisdiction, specifically directing the Company to discontinue or refuse service to a named subscriber.

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.2 Limitations and Use of Service (Cont'd)

#### A2.2.10 Cancellation of Service for Cause

- A. The Company may without notice, except as specified in A2.4.3.F and A2.4.3.G following, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:
1. Abandonment of the service.
  2. Failure of a subscriber to make suitable deposit as required by this *Guidebook*.
  3. Impersonation of another with fraudulent intent.
  4. Listening in on party line conversations.
  5. Non-payment of any sum due for exchange, long distance or other services.
  6. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
  7. Abusive or fraudulent conduct; including but not limited to:
    - a. The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service;
    - b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone 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 intent to avoid the payment, in whole or in part, of the regular charge for such service;
    - c. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
    - d. The use of profane, obscene or threatening language;
    - e. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.
  8. Any other violation of the Company's *terms and conditions*.
- B. Pursuant to the requirements of Official Code of Georgia Annotated (OCGA) Section 46-5-25, the telephone service of any subscriber terminating at the location of a facsimile machine which is used or operated in violation of the provisions set forth following shall be subject to disconnection if the violation does not cease within 10 days from the date of delivery shown on the return receipt of the certified letter mailed by the Company to the subscriber notifying the subscriber of the violation.
1. It shall be a violation for any subscriber to initiate the transmission of, employ or direct another person to initiate the transmission of, or contract for the initiation of the transmission of an unsolicited facsimile message for the commercial purpose of advertising or offering the sale, lease, rental, or gift of any goods, services, or real personal property.
  2. Paragraph 1. preceding shall not apply where the recipient has consented to the receipt of one or more telefacsimile messages or where there exists a prior contractual or business relationship between the recipient and the initiator or the initiator's principal.

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.2 Limitations and Use of Service (Cont'd)

#### A2.2.10 Cancellation of Service for Cause (Cont'd)

B. (Cont'd)

2. (Cont'd)

The exception provided for in the preceding paragraph shall not apply where the recipient has notified the initiator or the initiator's principal that the recipient does not wish to receive further telefacsimile messages from the initiator or the initiator's principal.

C. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

D. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this *Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage, message or toll charges, whether flat rated or usage based, that would otherwise be applicable.

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#### A2.2.11 Georgia Relay Center Restrictions

A. The following calls may not be placed through the Georgia Relay Center:

1. Calls to 700 (other than 711) numbers. The Georgia Relay Service will handle or forward 911 calls as required by applicable *terms and conditions*.
2. Operator handled conference service and other teleconference calls.
3. All calls billed to Cards (i.e., Credit Cards and Calling Cards) other than those Calling Cards issued by AT&T, the local exchange companies or interexchange companies.

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#### A2.2.12 Special Arrangements

Arrangements may be developed by the Company and, at the Company's discretion, offered on a case-by-case basis taking into account special customer considerations including, but not limited to, volume or term commitments, bundled services, in response to a competitive offering, or for a service not generally offered under this *guidebook*. ICB rates and terms will be offered to the Customer in writing and/or a contract entered into between the Company and the Customer.

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#### A2.2.13 Reserved for Future Use

#### A2.2.14 Billed Number Screening

Billed Number Screening will be furnished at the Company's option and upon agreement by the customer to control instances of fraud associated with billed to third party, and/or collect calls. This service may also be furnished in response to a customer request.

### A2.3 Establishment and Furnishing of Service

#### A2.3.1 Availability of Facilities

A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.

B. The rates and charges quoted in this *Guidebook* provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.1 Availability of Facilities (Cont'd)

- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the *terms and conditions* as set forth in Section A5., "Charges Applicable Under Special Conditions", except as otherwise specified.

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#### A2.3.2 Flat and Message<sup>1</sup> Rate Service

- A. When both flat and message<sup>1</sup> rate service are offered for the basic service area of an exchange, an applicant may, at his option, select either type of service or combination of services for the applicant's private residence location.

An applicant at a business location may select either flat or message rate service when both types are available in the exchange. However, a combination of both flat and message rate service will not be furnished to the same subscriber at the same business location. Different applicants at the same business location, even in the same office, may each subscribe to a different type of service as long as each applicant has a different account and the applicants do not share a communication or other key-type system. The exceptions to the mixing restrictions for business locations are listed following:

1. To hotel and hospital premises where flat rate service may be furnished for the exclusive use of the hotel or hospital management in addition to the message rate service ordinarily provided in guests' or patients' rooms and lobbies. Flat rate service may be provided in guest or patient rooms, in lieu of message rate service, in addition to flat rate service for management use in hospitals and hotels. Regardless of the type of service the hotel or hospital subscribes to, a guest or patient using the station as a place of residence may subscribe individually to flat rate or message<sup>1</sup> rate service.
2. To premises where pay telephones may properly be located.
3. To a flat rate Foreign Exchange line which is switched at a location outside the local calling area of the normal serving exchange.
4. To premises where Back-Up\* Line service may be located with flat rate, measured rate or message rate primary line service.
5. To any combination of Classroom Communication Service lines with flat rate administrative lines at a school teaching grades kindergarten through twelve or public libraries including the state library and archives, regional libraries and public libraries in any county, city or town.
6. To premises where toll terminals are located.
7. To premises where flat rate service is used for voice transmission and usage service is used for transmission of medical information only, for contingency or temporary use during service outages of the main communication system only, for lines to the subscriber's own automatic attendant or voice mail system only, for fax machines only, or for computer data communications only, and the usage lines are not part of the primary voice system at that location. It shall also apply for premises where usage service is used for voice transmission and flat rate service is used for the same purposes stated above.
8. To premises where flat rate service is used for voice transmission and the customer subscribes to a service for which the Company requires usage rated network access such as, but not limited to, MegaLink service and LightGate service. It shall also apply for premises where usage rate service is used for voice transmission and the customer subscribes to a service for which the Company requires flat rate service network access.

#### A2.3.3 Party Line Service

When party line service is furnished to a subscriber, the Company may in consideration of the rate at which service is furnished, establish and furnish service to one other subscriber in the case of two-party line service, and to three other subscribers in the case of four-party line service. The Company reserves the right to cancel any party line service, upon thirty days' notice, whenever in the judgment of the Company, the use of the subscriber holding such contract is such, from large use or other causes, as to interfere with the reasonable use of others connected with the same line.

#### A2.3.4 Rotary Line Service

Any individual lines arranged for rotary, level hunting or similar service which allows an incoming call to a line that is called to be completed over another line by means of central office equipment will be classed as rotary lines. Lines used as trunks to PBX, Centrex Type Services or other switching systems are not classed as rotary lines. Rotary main service is restricted to a single premises.

Refer to Section A3. for the rotary line rate.

**Note 1:** Residence Georgia Community Calling Plan Obsolete 08/25/2001 Type 4. GCC is not available for new installations or transfers of service to new locations. See A103.7.

Business Georgia Community Calling Plan Obsolete 10/13/2002 Type 4. GCC is not available for new installations or transfers of service to new locations. See A103.7. Business customers may add lines at current location.

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### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.4 Rotary Line Service (Cont'd)

- A. Effective January 8, 1999, residence subscribers shall not have more than three (3) residence service lines in a rotary or hunting arrangement at a private residence location. If more than three lines are required in a rotary or hunting arrangement, all lines in the arrangement shall have business service rates and business Rotary Line Service rates. Residence service lines and business service lines should not be mixed in the same rotary or hunting arrangement. Existing subscribers may retain their service, subject to the limitations, specified in Section A102.
- B. Effective January 8, 1999, a rotary or hunting arrangement shall not hunt or rotary to a rotary or hunting arrangement at a different location or at the same location. Existing subscribers with rotary or hunting arrangements in which the last line in the arrangement (standard hunting) or the line preceding the original number dialed in the rotary sequence (circular hunting) is being redirected via Rotary Line Service to another rotary or hunting arrangement, at the same location or at a different location, shall be allowed to retain their arrangements, subject to the limitations, specified in Section A102.

#### A2.3.5 Application for Service

- A. Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, *terms and conditions* from time to time in force and effect. (T)
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness.
- C. If telephone service is established and it is subsequently determined that either condition in B., preceding, exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.
- D. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.  
Any costs due to rearrangement of equipment caused by suspension of a portion of a service will be borne by the customer.
- E. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay.
- F. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- G. Under certain circumstances, funds provided under the American Recovery and Reinvestment Act of 2009 ("ARRA") may be subject to certain restrictions, requirements and reporting obligations. The Company may be subject to some of these restrictions, requirements and reporting obligations when services and service components are purchased with ARRA funds. In order to comply with the restrictions, requirements and reporting obligations associated with the use of ARRA funds (if any), the Company must be apprised of them before provisioning the services or service components. Accordingly, the services and service components provided under this Guidebook shall not be used to support the performance of any portion of a project or program which has been funded in whole or in part with grants, loans or payments made pursuant to the ARRA, without the prior written agreement of the Company and Customer regarding any specifically applicable terms, conditions and requirements. Customer shall provide the Company with prior written notice before placing any order that may be funded in whole or in part with ARRA funds. If Customer fails to provide such prior written notice of ARRA funding; or if the parties cannot agree on the terms and conditions (if any) applicable to an ARRA funded order; or if any terms, conditions or requirements (other than those to which the Company specifically agrees in such separate writing) are found to be applicable, then the Company may, in its sole discretion, reject such order or immediately terminate the provision of any affected service or service component without further liability or obligation.

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**A2. GENERAL TERMS AND CONDITIONS**

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**A2.3 Establishment and Furnishing of Service (Cont'd)****A2.3.6 Application of Rates for Business and Residence Service**

- A.** In general, business rates apply at business locations and residence rates apply at residence locations as illustrated by the situations described in B. and C. following.
- B.** Business rates apply for:
  - 1. Offices, stores, factories, airports and all other places of a strictly business nature.
  - 2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches and other institutions. For the purpose of this Guidebook, a boarding house is defined as a structure where rooms are rented or boarders taken.
  - 3. Service terminating solely on the secretarial facilities of a telephone answering bureau will carry business rates.
  - 4. Service listed in business telephone directories or in the business section of the White Pages Directory or listed as a business in a combined residence/business White Pages Directory.
  - 5. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.6 Application of Rates for Business and Residence Service (Cont'd)

C. Residence rates apply for:

1. Private residence locations which have up to and including ten (10) lines which do not employ business listings in the Company's White Pages Telephone Directory. For this application, the subscriber may have up to three (3) of those lines in a rotary or hunting arrangement per residence location. Special construction charges may be applied to recover additional costs as specified in Section A5.
  - a. If a subscriber requires more than ten (10) lines at a residence location, business service rates shall apply for all lines in excess of the initial ten (10) lines.
  - b. If a subscriber requires more than three (3) lines in a rotary or hunting arrangement at a private residence location, business service rates shall apply for all lines in the arrangement. Business Rotary Line Service rates shall also apply for each line in the rotary or hunting arrangement.
  - c. Residence subscribers with more than ten residence service lines and/or more than three (3) of those lines in a rotary or hunting arrangement at their residence location, as of January 8, 1999, shall be allowed to retain their existing service. If these existing subscribers require additional residence service lines for their private residence location, the additional lines over ten shall have business service rates for all lines over ten. If existing subscribers request a move of their existing service to a new residence location, business service rates shall apply for all lines over the initial ten lines.
  - d. If existing subscribers require additional lines in their existing rotary arrangement or request a move of their existing rotary arrangement to a new residence location, as of January 8, 1999, business service rates shall apply for all the lines in the arrangement as specified in Section A102., if there are more than three lines in the arrangement, at that residence location.
  - e. Rotary or hunting arrangements shall not be allowed to rotary or hunt to another rotary or hunting arrangement at the same residence location or at a different residence location. Subscribers who are using Rotary Line Service to rotary or hunt from one rotary arrangement to another rotary arrangement at the same residence location, as of January 8, 1999, or at a different residence location will be allowed to retain their service as specified in Section A102.
2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.
3. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms.
4. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.

D. If a subscriber's service changes from business service to residence service, the telephone number must be changed. Reference of calls will not be provided regardless of how long the existing Directories will remain in effect. Service charges, which apply for such changes, are quoted in Section A4.

E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4.

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment and Furnishing of Service (Cont'd)**

#### **A2.3.7 Transfer of Service Between Subscribers**

- A. At the Company's discretion, service previously furnished one subscriber may be assumed by a new subscriber if the new subscriber willingly assumes all indebtedness of the previous subscriber and existing financial responsibility for the account once such service has been cancelled or abandoned by the previous subscriber providing there is no lapse in the rendition of service.

Service charges, as specified in Section A4. will apply as appropriate.

A service charge does not apply when transferring the service to the remaining spouse in the event of divorce or death of a spouse.

- B. After the new subscriber assumes financial responsibility, the new subscriber may retain the existing telephone number if the Company deems such a transfer appropriate and if the previous subscriber consents or the previous subscriber has abandoned the service. After the new subscriber assumes financial responsibility and the previous subscriber has consented or is deemed by the Company to have abandoned the service, all future bills will be rendered to the new subscriber.

#### **A2.3.8 Initial Service Periods**

- A. Unless otherwise specified, the initial service period for all services offered in this Guidebook is one month commencing with the date of installation of the service.
- B. The initial service period for automatic answering and recording service is three months.
- C. The initial service period for Hotel and Hospital PBX service is sixty months. PBX service for other subscribers is furnished for initial service periods as follows:
1. For manual nonmultiple systems and Centralized Incoming PBX service on a station contract basis the initial service period is one month.
- D. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in footnotes following the basic termination charge listed in that section of this Guidebook containing the service offered.
- E. The initial service period relates to each applicable unit of service, either on the initial or subsequent installation.

#### **A2.3.9 Floor Space, Electric Power and Operating at the Subscriber's Premises**

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.
- B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

#### **A2.3.10 Provision and Ownership of Equipment and Facilities**

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this *Guidebook*, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or to remove such equipment and facilities which are no longer necessary for the provision of service.
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except as expressly provided in this Guidebook or upon the written consent of the Company.



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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.10 Provision and Ownership of Equipment and Facilities (Cont'd)

- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.
- D. The provision of equipment or service will be governed by the technical limitations of the equipment as required by our service criteria and consistent with reasonable cost.

#### A2.3.11 Provision and Ownership of Directories

Telephone directories distributed from time to time by the Company remain the property of the Company, shall not be mutilated and shall be surrendered upon request. No binder, holder, insert or auxiliary cover or attachment of any kind not furnished by the Company shall be attached to the directories owned by the Company, except that this prohibition shall not apply to a subscriber-provided binder, holder, insert, or auxiliary cover which is not so attached as to impede reference to essential service information or otherwise interferes with service.

#### A2.3.12 Provision and Ownership of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

#### A2.3.13 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this *Guidebook*, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition. (T)

#### A2.3.14 Company Facilities at Hazardous or Inaccessible Locations

Where new or additional service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the conditions involved.

Where new or additional service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises whenever hazardous voltages of 1000V peak-asymmetrical or greater exist prior to the installation of ordered service. If the customer is aware that its premises are located where such hazardous voltages exist, the customer must notify *the Company* of this fact at the time its order for service is placed. *The Company* makes high voltage isolation equipment that complies with the Institute of Electrical and Electronics Engineers ("IEEE") Standards 487 and 1590 available to its customer under Special Assembly. (T)

The customer may elect to provide high voltage protection by means other than Special Assembly and if customer so elects, the equipment used must meet the technical requirements specified in IEEE Standards 487 and 1590 and the customer shall submit its proposed design and equipment specifications to *the Company* for approval prior to installation of service ordered. Where the customer has elected to select, install, use and maintain its own high voltage protection equipment, the customer does so with the understanding that it is solely responsible for any interruption of service associated with its selection, installation, use or maintenance of the high voltage protection. Furthermore, the customer, its employees, agents, officers, directors, affiliates, successors and assigns agree to indemnify and hold *the Company*, its subsidiaries, affiliates and their collective employees, agents, officers, and directors harmless from all loss, liabilities, costs and expenses, including attorneys' fees and all costs of defense and settlement, resulting from interruption of service, damage to property, claims, demands, suits or actions of any nature whatsoever arising from the failure of the high voltage protection selected, installed, used or maintained by the customer. (T)

*The Company* reserves the right to suspend any service it provides absent required high voltage protection until adequate protection is provided. (T)

Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of new or additional service ordered from *the Company*. (T)

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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.15 Work Performed Outside Regular Working Hours - Other Special Requests

The rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements. (T)

A subscriber may also be required to pay the amount of additional costs incurred by the Company resulting from the subscriber's special requests. Such special requests may include, but are not limited to, expedited shipping.

#### A2.3.16 Suspension of Business and Residence Service

##### A. General

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service unless otherwise specified in other sections of this *Guidebook*. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended. (T)
2. A suspension period shall not be less than one month in duration. Only one suspension, not exceeding six months in duration, shall be granted in any calendar year, except authorized emergency-oriented organizations as specified in B.2. following and for Dormitory Communications Service (DCS). For DCS, no more than two suspensions, not exceeding a combined total of six months in duration, shall be granted in any 12-month period.
3. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.3 Establishment and Furnishing of Service (Cont'd)**

#### **A2.3.16 Suspension of Business and Residence Service (Cont'd)**

##### **A. General (Cont'd)**

4. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a service which is suspended may be referred to the call number of another service in the same or a distant exchange.
5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line channels, foreign exchange channels, or tie line services during the period of suspension.
7. In connection with service at a concession rate, the charge for service during the period of suspension is 50 percent of the rate regularly charged for service without concession, except in case the concession is 50 percent or more, then the charge during the period of suspension is the rate regularly charged for the concession service.
8. There is no reduction in the recurring charge for Back-Up Line during the suspension period.

##### **B. Application of Charges**

##### **1. Access Line**

- a. The charge for basic exchange line service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged, except as specified in service - specific *guidebooks* and in A. preceding, and in 2. following. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service - specific *guidebooks* shall still apply. Service charges will continue to apply as specified in Section A4. (T)

##### **2. Emergency Organizations**

- a. In order to reasonably insure prompt service in emergency situations, qualifying emergency organizations may have up to thirty (30) access lines at an individual site suspended without regard to any time limit, and at no recurring charge.
- b. The emergency organization must meet the following criteria to qualify for the special suspension treatment:
  - (1) The primary mission of the organization is to aid the preservation of life or property;
  - (2) The use of the service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the subscriber.
- c. In those instances where the service is restored for emergency situations, the applicable full *guidebook* rate will apply for the period of time that the service is restored. There will be no minimum time requirement for the service to be in operation. (T)
- d. There will be no charge for restoring service strictly for testing purposes.
- e. The usual suspension and restoral charges will apply when service is restored for emergency situations.

#### **A2.3.17 Termination of Service**

##### **A. Termination of Service by the Company**

1. Violation of any of the *terms and conditions* contained in this *Guidebook* on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service. (T)
2. When the service is terminated on the initiative of the Company because of violation of its *terms and conditions* by the subscriber, the *terms and conditions* stipulated below for termination of service at the subscriber's request apply. (T)
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

##### **B. Termination of Service At The Subscriber's Request**

1. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.17 Termination of Service (Cont'd)

##### C. Termination Charge

1. A termination charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service Period bears to the full Initial Service Period.
  - a. The Basic Termination Charge and the Initial Service Period are indicated in the section of this *guidebook* covering the service items to which they apply. The Initial service period is shown in brackets following the amount of the Basic Termination Charge. (T)
  - b. When a subscriber discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.
  - c. When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering, and providing the service; the termination charge in this event will not exceed the Basic Termination Charge.

#### A2.3.18 Ringer Limitations

- A. Except as provided herein, the capability to activate one ringer is provided for each access line.
- B. The number of ringers directly connected to the access line is limited to four per access line in the case of individual and two-party lines, to two per access line in the case of four-party lines, and to one per main station in the case of rural lines.

#### A2.3.19 Reserved for Future Use

#### A2.3.20 Residence Service for Company Employees

- A. All services offered by the Company may be made available to the Company's employees/retirees at a discount.

#### A2.3.21 Connection with Miscellaneous Common Carriers

##### A. Application

1. Service is available to and from customers of miscellaneous common carriers through connecting facilities provided by the Company in accordance with the provisions as set forth in 2. through 5. following.
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications services, the Company will, at the miscellaneous common carrier's request, physically connect its facilities with those of the miscellaneous common carrier for the purpose of interchanging intrastate traffic in connection with the miscellaneous common carrier's Domestic Public Land Mobile Radio Services (as defined in Part 22 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:
  - a. Two Way Mobile Traffic

The Company will connect its facilities between any telephone exchange whose rate center is located in the miscellaneous common carrier's Reliable Service Area (as defined in Part 22 of the FCC Rules) and the miscellaneous common carrier's control point(s) or communications system serving that Reliable Service Area.
  - b. One-Way Signaling Traffic

The Company will connect its facilities between any telephone exchange within which a signaling receiver is served by the miscellaneous common carrier's system and the miscellaneous common carrier's control point(s) or communications system serving that system.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.3 Establishment and Furnishing of Service (Cont'd)

#### A2.3.21 Connection with Miscellaneous Common Carriers (Cont'd)

##### A. Application (Cont'd)

3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area to a landline telephone or mobile unit in another Reliable Service Area.
4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the miscellaneous common carrier for the purpose of connection and interchanging traffic are set forth in various intercarrier agreements between the Company and the miscellaneous common carriers or in the *Guidebooks* of the Company as appropriate. Where the state franchise area or state authorization of the miscellaneous common carrier is different than the Reliable Service Area, the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.
5. The connection and interchange of traffic as set forth in 1 through 4, preceding, does not constitute a joint undertaking with the miscellaneous common carrier for the furnishing of any service.

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#### A2.3.22 Reserved for Future Use

### A2.4 Payment Arrangements and Credit Allowances

#### A2.4.1 Advance Payments

In order to protect the Company against revenue loss, an applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service charges as modified in A2.4.2, installation or other nonrecurring charges, plus charges for one month of service. Where construction charges are applicable, the payment thereof may be required in advance of start of construction.

**(DELETED)**

(D)

#### A2.4.2 Deposits

- A. The Company may, in order to safeguard its interest, require an applicant for or subscriber to its services to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- B. Interest at the rate of 7 per cent per annum is allowed to the subscriber during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the customer by the accrual date. Interest shall not be paid on a deposit for the period following ninety days after discontinuance of service, if during such period the Company has made a reasonable effort to refund the deposit.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's *terms and conditions* as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

(T)

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

**A2.4.2 Deposits (Cont'd)**

**D. (DELETED)**

(D)

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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **A2.4.3 Payment for Service**

- A.** The Subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within twenty-nine days after the bill is rendered the account shall be deemed correct and binding upon the subscriber.
- B.** The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
- C.** A collections fee of \$6.50 will be applied to the bill of each residence subscriber with an unpaid balance (including amounts billed in accordance with the Company's Billing and Collections Services) when the previous month's bill has not been paid in full prior to the next billing date. Any subscriber who is a recipient of Lifeline assistance will be exempted from a late payment charge.
- D.** A collections fee of \$15.00 and an interest charge of one and one half percent (1.5%) of the unpaid balance will be applied to the bill of each business subscriber with an unpaid balance greater than \$20.00 (including amounts billed in accordance with the Company's Billing and Collections Services) when the previous month's bill has not been paid in full prior to the next billing date.
- E.** Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge from Section A4.
  - 1. A 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.
- F.** When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- G.** In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account.
- H.** In the event of a proposed disconnection of residential basic local service only, the following shall apply:
  - 1. No basic residential service shall be disconnected for local service charges until at least 29 days from the date of the bill.
  - 2. No residential service can be disconnected for local service charges unless the Company has given the affected subscriber a written notice of the proposed disconnection at least five (5) days before the proposed date of disconnection. The notice must include:
    - a. The final payment date of the amount due;
    - b. The reason for the disconnection, including the unpaid balance due;
    - c. A telephone number which the subscriber may call for information about the proposed disconnection; and
    - d. The procedure for medical emergencies, as hereinafter described.
  - 3. If contact with the subscriber was not previously made and notice of the disconnection was by mail or by leaving it at the premises, the Company must make a good faith effort to contact the subscriber at least two (2) days before the proposed disconnection.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.3 Payment for Service (Cont'd)

H. (Cont'd)

4. (DELETED)

5. (DELETED)

6. No subscriber may be disconnected for unpaid residential local service if the subscriber notifies the Company between the date of receiving a notification of the proposed disconnection of service and the date set for disconnection and agrees to pay the unpaid balance for service previously provided in equal installments over the three consecutive billing months immediately following said notice. Further, the subscriber agrees to pay future bills and the installments by the date due. However, if a subscriber has received a notice of intent to disconnect, at any time prior to the time when the subscriber is once again current in his billings for service previously provided, if the subscriber makes toll calls exceeding \$10.00 in any thirty (30) day period, the Company shall have the right to immediately and without further notice, disconnect telephone service to that subscriber. Similarly, if the subscriber fails to make any agreed upon payment as set forth immediately preceding, the Company may disconnect service without further notice.

I. Nonpayment of 900 Service call billing to the caller shall not be cause for denial or termination of basic local exchange service.

J. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread the Line Connection Charges, as specified in Section A4, plus interest over the respective period of the agreement. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If, in the judgement of the Company, the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.

K. A termination charge may apply as described in A2.3.17.C.

L. Except as provided in E8.2.1.D., affiliated AT&T companies for which the Company provides billing services are not required to obtain written authorization from end users before submitting charges to the Company for billing.

M. Residence subscribers with overdue bill balances for their existing service, which has been temporarily suspended for nonpayment, who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the overdue charges are paid. These subscribers may arrange to pay the outstanding balance in up to twelve (12) monthly installment payments. An Installment Billing Service Fee may apply as specified in Section A4. A one-time late payment charge of one and one half percent (1.5%) of the unpaid balance, as specified in A2.4.3.C., may be applied to the total amount due on the subscriber's current bill at the time the installment plan is established.

N. AT&T Georgia will comply with, and require its Customers to comply with, the Commission's Universal Access Fund Requirements as set forth in O.C.G.A. Section 46-5-167 or any Commission order, rule or regulation adopted or promulgated hereunder. The surcharge will be shown as a separate line item on the Customer's monthly invoice and will read: GA UAF Surcharge. The rate of the surcharge will be equal to the contribution factor established by the Commission.

#### A2.4.4 Allowance for Interruptions

When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, upon request of the subscriber, for the service and facilities rendered useless and inoperative by reason of the interruption during the time said interruption continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this Guidebook. For the purpose of administering this *term and condition*, every month is considered to have thirty days.

(T)



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## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.4 Payment Arrangements and Credit Allowances (Cont'd)**

#### **A2.4.5 Provision for Certain Local Taxes and Fees**

- A. When any municipality, consolidated government, county, political subdivision or other government entity charges, collects or receives from the Company any license, occupational, privilege, permit, inspection, franchise or other similar tax or fee or payment, whether in money, service, thing of value or any concession from *guidebook* rates on its telephone service, expressed as a lump sum or as a flat rate or based on receipts or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments shall be billed insofar as practicable pro rata to the customers within such municipality, consolidated government, count, political subdivision or other government entity; provided, however, the foregoing shall not apply to ad valorem taxes. (T)
- B. The charges billed by Company pursuant to these *guidebook* provisions will be listed individually on the customers' bills and identified as follows: (name of government entity) (type of license, fee, tax or charge). (T)

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.6 Reserved for Future Use

#### A2.4.7 Reserved for Future Use

#### A2.4.8 Variable Term Payment

- A. In the event that all or any part of the service is disconnected at the customer's request prior to the expiration of any selected payment period of greater than one month's duration, the customer will be required to pay the applicable termination charge as stated in the Access Service Tariff, the Private Line Guidebook and this Guidebook. The provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of an official action by such entity and through a duly constituted legislative, administrative, or executive body:
1. a statute;
  2. an ordinance;
  3. a policy directive; or
  4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation.

Absent any official statute, ordinance, policy directive, or constitutional provision, the customer shall be responsible for the termination charges.

Nonrecurring charges from Section A4. and from the specific section for the contracted service, associated with the establishment of the contracted service that has been deferred over the life of the payment plan, shall be due immediately and in full at the time of disconnect of the service in accordance with the terms and conditions for the affected service.

#### A2.4.9 Economic Development Incentives and Discounts<sup>1</sup>

- A. The purpose of this offering is to complement and supplement the public policy of this State as set forth in the Official Code of Georgia Annotated (O.C.G.A.), Section 48-7-40. If any business enterprise certifying that it is eligible to receive the incentives and discounts set forth herein is subsequently determined not to be eligible for the tax credits created by the O.C.G.A., Section 48-7-40, that business enterprise shall not be eligible under the terms of this offering and shall be liable for the amount of refunded deposits and/or discounted services. Any business enterprise certifying that it is eligible for the discounts contained herein shall agree, as a condition of receiving the incentives and discounts, to provide proof satisfactory to the Company of its eligibility under the O.C.G.A., Section 48-7-40.
- B. For the purpose of this offering, the following terms apply:
1. The term Tier 1 county shall mean any of the first through fifty-third least developed counties as ranked annually by the Commissioner of the Georgia Department of Community Affairs pursuant to authority and direction contained in the O.C.G.A., Section 48-7-40.
  2. The term Tier 2 county shall mean any of the fifty-fourth through the one hundred sixth least developed counties as ranked annually by the Commissioner of the Georgia Department of Community Affairs pursuant to authority and direction contained in the O.C.G.A., Section 48-7-40.
  3. The term "less developed census tract areas" shall mean areas in this state which are comprised of contiguous census tracts, the number of which shall be established by the Georgia Department of Community Affairs and set forth in the regulations governing the Job Tax Credit Program, each of which is equal to or worse than the benchmark county on economic criteria as determined by the Department of Community Affairs in the Job Tax Credit Program regulations.
  4. The term "business enterprise" means any corporation, partnership, limited liability company, or sole proprietorship or the headquarters of any such corporation, partnership, limited liability company or sole proprietorship which is engaged in manufacturing, warehousing and distribution, processing, or research and development in a less developed area. Such term does not include retail or seasonal businesses or telecommunications providers. The provisions determining which businesses are engaged in qualifying activities shall be established by the regulations governing the Job Tax Credit Program, except as are specified by provisions of this Guidebook.

**Note1:** The previous version of the Economic Development Incentives and Discounts was obsolete effective July 12, 1999. (See Section A102.)

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## A2. GENERAL TERMS AND CONDITIONS

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### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.9 Economic Development Incentives and Discounts<sup>1</sup>(Cont'd)

- C. Only counties designated Tier One and Tier Two and qualified census tracts in Georgia's Metropolitan Statistical Areas will be eligible for inclusion under the terms of this *Guidebook*. Other counties and census tracts may be designated as qualified to receive the incentives and discounts set forth in this *Guidebook* under terms outlined in the O.C.G.A., Section 48-7-40. (T)
- D. Incentives and discounts set forth in this *Guidebook* offering are available to a business enterprise for a period of twelve months only. (T)
- E. Incentives and discounts are only applicable on services that are in place at the time the business enterprise certifies eligibility under the terms of this *Guidebook*. (T)
- F. When application for service is made, the business enterprise must advise the Company of its intent to receive the incentives and discounts provided in this *Guidebook*. Failure to notify the Company at the time of application shall void the Company's obligations under the terms of this *Guidebook*. (T)
- G. This is a 24-month program. The first 12 months are a qualifying period as set forth in Sections J. and L. below. In order to become eligible for the incentives and discounts provided under the terms of this *Guidebook*, a business enterprise must provide notice to its telephone service provider of its intent to participate in this *Guidebook* prior to the start of the qualifying period. The second 12-month period is the discount and incentive period. Provided the qualification period is successfully completed, the incentives and discounts will be provided during the second 12 months. (T)
- H. The incentives and discounts afforded under this *Guidebook* must be used by the business enterprise to which they are granted and are neither transferable nor assignable to any other business or division of the same business. (T)
- I. In the event that a business enterprise certifies that it is eligible to receive the incentives and discounts authorized in this *Guidebook* offering and subsequently fails to meet the standards set forth herein and in the O.C.G.A., Section 48-7-40, such business enterprise, upon notification by the Company, shall immediately cease to be eligible for the incentives and discounts set forth herein. Upon such occurrence, the business enterprise will be denied the refund of any deposits and will not be granted any refund of previously paid applicable normal service connection and/or installation charges. (T)
- J. Business enterprises may qualify for the benefits set forth in this *Guidebook* by: (T)
  1. relocating or starting up operations in a Tier One or a Tier Two county and certifying to the Company that it has increased its employment by ten or more full-time employees in the twelve months following its notice of intent to qualify for the Job Tax Credit Program;
  2. relocating or starting up operations in a census tract area in a Tier Three county that meets the standard of a Less Developed Area as defined in the Regulations of the Job Tax Credit Program and increasing its employment by ten or more full-time employees in the twelve months following its notice of intent to qualify for the Job Tax Credit Program; or
  3. certifying that it has met all requirements imposed by the O.C.G.A., Section 48-7-40.
- K. Incentives and Discounts
  1. All normal deposits required shall be refunded.
  2. All charges for connection of exchange service and installation charges (excluding inside wire) shall be refunded.

**Note 1:** The previous version of Economic Development Incentives and Discounts was obsoleted effective July 12, 1999. (See Section A102.)

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements and Credit Allowances (Cont'd)

#### A2.4.9 Economic Development Incentives and Discounts<sup>1</sup>(Cont'd)

##### J. Incentives and Discounts (Cont'd)

1. Business enterprises that relocate or start-up in a Tier One county or a census tract area designated as a Less Developed Area, and that qualify under the provisions set forth in this *Guidebook* shall receive a discount of fifty percent on all monthly recurring charges with the exception of charges related to MTS, WATS, Special Service Arrangements, and Contract Service Arrangements. The discount shall be applicable for a period of twelve months beginning no earlier than the thirteenth month after the service installation date. (T)
2. Business enterprises that relocate or start-up in a Tier Two county and that qualify under the provisions set forth in this *Guidebook* shall receive a discount of thirty percent on all monthly recurring charges with the exception of charges related to MTS, WATS, Special Service Arrangements, and Contract Service Arrangements. The discount shall be applicable for a period of twelve months beginning no earlier than the thirteenth month after the service installation date. (T)

- K.** Any qualified existing business enterprise located in a Tier One or a Tier Two county, or in a portion of a Tier Three county designated as a Less Developed Area that increases its annual net full-time employees by a minimum of ten (10) during the twelve month period following its notice to the Company of its intent to qualify for the terms of this *Guidebook* will be entitled to the same benefits set forth in Section K. above, for those newly ordered *guidebook* services that the business can demonstrate are directly related to the expanded employment. In order to receive the benefits as provided under this *Guidebook*, the business enterprise must advise the Company of its intent to receive the incentives and discounts provided in this *Guidebook* and certify that it has met the requirements of this *Guidebook* offering as well as the requirements of the O.C.G.A., Section 48-7-40. In the event the business enterprise fails to notify the Company of its intent to receive the incentives and discounts set forth herein or fails to successfully complete the second period, the Company's obligations shall be null and void. (T)

- L.** A business enterprise that is enrolled as a participant or which is already receiving benefits under the provisions of this *Guidebook*, may complete the process under the terms and conditions present at the inception of their agreement, so long as that business maintains its qualifying status, regardless of any change in the Tier level of the county or Less Developed Area during the progress of the business enterprise's participation in the program. (T)

**Note 1:** The previous version of the Economic Development Incentives and Discounts was obsoleted effective July 12, 1999. (See Section A102.)

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## A2. GENERAL TERMS AND CONDITIONS (T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans For Contract Services

##### A. General

1. The *terms and conditions* specified herein are applicable to specific services as indicated in each service's respective section of this *Guidebook*. (T)
2. Services furnished under Payment Plans for Contract Services (PPCS) are subject to all general *terms and conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook* except as noted herein. (T)
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable contractual payment periods. A specific monthly rate applies for the duration of each period.  
Payment periods for services provided under PPCS will be described in the services' specific *guidebook* section. The following is an example of payment periods offered. (T)
  - a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length.
  - b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length.
  - c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length.
4. When the customer extends service beyond the longest service period offered, then rates for the longest available service period will apply.
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months.

##### B. Application of Rates and Charges

1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases, however, decreases for any rate element will automatically flow through to the customer. Effective with this *Guidebook*, customers under a PPCS arrangement will be billed the lower of their existing PPCS rates or the current PPCS rates for their service arrangement. (T)
2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A service charge will not be applicable for such renewals or changes to the payment period.
3. Recurring rates and installation, termination, service establishment, Service Connection and other nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Contracted Services, and are filed elsewhere in this *Guidebook*. (T)
4. Customer requests for inside moves of service will not affect the contract period.
5. A change in jurisdiction will not constitute a disconnect of service provided the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new PPCS arrangement is for the same customer at the same location for the same capacity service.

##### C. Termination Liability Charge

1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *Guidebook*. (T)

##### D. Additions

1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in B. preceding.
2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in E. following.

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans For Contract Services (Cont'd)

##### E. Disconnects

1. When a service or rate element, included under a PPCS arrangement, is disconnected prior to expiration of the selected service period, Termination Liability Charges apply as set forth in the rate *terms and conditions* in this *Guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
2. When a *guidebook* service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction Termination Liability Charges will not apply when: (T)
  - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
  - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
  - the service orders are for the same customer at the same location.

##### F. Moves of Equipment

1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *Guidebooks* are applicable. This type movement will not affect the contract period. (T)
2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in M. following.

##### G. Requests for Changes in Length of Optional Payment Period

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
  - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) No termination charge applies for the remaining portion of the former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.
  - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
    - (1) No credit will be given for payments made during the formerly selected period.
    - (2) The new payment period begins with the new PPCS effective date.
    - (3) A termination charge applies for the remaining portion of former payment period.
    - (4) Nonrecurring charges will not be reapplied.
    - (5) A service charge will not apply.

##### H. Renewal Options

1. The customer has the following renewal options:
  - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
  - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this *Guidebook*. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments. (T)

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans For Contract Services (Cont'd)

##### H. Renewal Options (Cont'd)

1. The customer has the following renewal options: (Cont'd)
  - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b. preceding.
  - d. Upon expiration, Letters of Election executed on or after October 1, 2012, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.
2. Service charges are not applicable for services renewed under the PPCS. Any new rate elements added at the time of renewal will be subject to all appropriate service charges and other nonrecurring charges.
3. The Company may discontinue or change any or all renewal options. (T)
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.
6. Recognition of previous service will be given to month-to-month customers with a service date of January 1, 1994 or later who convert to a PPCS arrangement, provided the minimum service period has been met. For customers whose service date is January 1, 1994 or earlier, recognition will be given for the previous service back to January 1, 1994. For customers whose service date is later than January 1, 1994, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

##### I. Transfer of Service

1. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this Guidebook. This does not constitute a disconnect of service or a discontinuance of an existing PPCS arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. **Terms and conditions** concerning transfer of service between subscribers as stated in other sections of this Guidebook also apply under PPCS. (T)

##### J. Deferred Payment

1. Payment of nonrecurring charges for services with contract payment plans which have been approved for deferred payments may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in the Guidebook for the contracted service as well as the conditions following:
  - a. The charges to be deferred must be either the Installation, Service Establishment and/or other nonrecurring charges (including the applicable interest).
  - b. The payment period must be longer than one month.
  - c. The minimum amount deferrable shall be the minimum amount set forth in the specific guidebook for the contracted service.

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.4 Payment Arrangements And Credit Allowances (Cont'd)

#### A2.4.10 Payment Plans For Contract Services (Cont'd)

##### J. Deferred Payment (Cont'd)

###### 1. (Cont'd)

- d. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement concurred in by both the customer and the Company. The interest rate shall be reviewed periodically by the Company. If the Company determines that the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of an allowed interest rate specified by law. Suspension of the deferred payment option will not affect customers with existing deferred payment agreements that were made prior to the effective date of such suspension.
- e. The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.
- f. All deferred charges must be paid in full when the customer:
  - (1) Disconnects service, for the system or service prior to expiration of the deferral period.
  - (2) Fails to pay a monthly amount within thirty days of its due date.
- g. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

##### K. Prepayment

The customer may prepay the total outstanding recurring monthly rates for contracted services, approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

- 1. Customers who prepay six months or more will have an allowance applied. The interest rate credit for prepayments shall be based on market interest rates that will change periodically, and will be calculated by the Company.
- 2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
- 3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the *Guidebook* for the contracted service. (T)
- 4. Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

##### L. Exception To Termination Liability For State, County, And Municipal Governments

(See A2.4.8)

(T)

##### M. Moves of Service(s) under PPCS

Termination Liability Charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

- 1. The original and new premises locations must be in Company territory within the same state.
- 2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
- 3. No lapse in billing will occur for moves of service under PPCS.
- 4. Orders to disconnect the existing service and reestablish it at the new location must be related.
- 5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable Termination Liability charges.
- 6. Any additions made at the new location will be treated as coterminous additions in accordance with D. preceding.



## **A2. GENERAL TERMS AND CONDITIONS**

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### **A2.4 Payment Arrangements And Credit Allowances (Cont'd)**

#### **A2.4.10 Payment Plans For Contract Services (Cont'd)**

##### **M. Moves of Service(s) under PPCS (Cont'd)**

7. All *terms, conditions* and charges for changes made to the service coincident to the move shall apply. (T)
8. All appropriate nonrecurring charges for moves of service as specified in this *Guidebook* will apply. (T)
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to intrastate, intrastate to interstate, etc., will not be treated as a disconnect of service with regard to Termination Liability Charge application. The customer must subscribe to a payment arrangement offered in the appropriate *service publication* which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater. (T)

### **A2.5 Liability of the Company**

#### **A2.5.1 Service Irregularities**

The liability of the Company for damages arising from mistakes, omissions, interruptions, preemptions, delays, errors, defects in transmission, failures or defects of facilities or other ordinary negligence occurring in the course of furnishing service and other facilities shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service that was affected. This limitation of liability does not apply to willful misconduct by the Company. The Company shall not be liable for damage arising from mistakes, omissions, interruptions, preemptions, delays, errors, defects in transmission, failures or defects of facilities 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 mistakes, omissions, interruptions, preemptions, delays, errors, defects in transmission, failures or defects of facilities or other injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had Company-provided equipment been used.

#### **A2.5.2 Use of Facilities of Other Connecting Carriers**

When the lines of other companies are used in establishing connection to points not reached by the Company's lines, the Company is not liable for any act or omission of the other company or companies and their agents, servants or employees.

#### **A2.5.3 Indemnifying Agreement**

The Company shall be indemnified and saved harmless by the subscriber or subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

#### **A2.5.4 Defacement of Premises**

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

#### **A2.5.5 Period for the Presentation of Claims**

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.5 Liability of the Company (Cont'd)

#### A2.5.6 Equipment in Explosive Atmosphere

- A. The Company does not guarantee nor make any warranty with respect to equipment and facilities provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber 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 subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

#### A2.5.7 Reserved for Future Use

#### A2.5.8 Reserved for Future Use

#### A2.5.9 Reserved for Future Use

#### A2.5.10 Reserved For Future Use

#### A2.5.11 Application Testing

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than sixty days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

- A. The specific quantity of each service that may be utilized in an application test without charge is listed in the specific *guidebook* for that service or as specifically set forth in a Special Service Arrangement agreement for an *non-guidebook* service which meets the criteria set forth in this Application Testing *guidebook*. Services to be provided in an application test are subject to the availability of facilities and equipment as determined by the Company. (T)
- B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.
  1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer. Such service shall be disconnected by the Company no later than the first day following the sixtieth day of the application test.
  2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application and no changes to the test service configuration are required, the customer will be billed the appropriate nonrecurring charges for the test service and monthly billing will begin at that time.<sup>1</sup>

**Note 1:** Any additional service requested to be installed upon completion of the application test shall be subject to standard nonrecurring charges and rates as set forth in each service *guidebook*. (T)

## **A2. GENERAL TERMS AND CONDITIONS**

(T)

### **A2.5 Liability of the Company (Cont'd)**

#### **A2.5.11 Application Testing (Cont'd)**

##### **B. (Cont'd)**

3. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.<sup>1</sup>

#### **A2.5.12 Limitation of Liability**

##### **A. Unauthorized Computer Intrusion**

The Company's liability, if any, for its willful misconduct is not limited by this section of this *Guidebook*. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

(T)

Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

##### **B. Transmission of Data**

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

##### **C. Errors or Damages Caused by System Date Limitations**

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

##### **D. Unauthorized Devices**

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

### **A2.6 Reserved for Future Use**

### **A2.7 Obligation of the Company**

#### **A2.7.1 Obligation to Furnish Service**

- A. 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.

### **A2.8 Reserved for Future Use**

**Note 1:** Any additional service requested to be installed upon completion of the application test shall be subject to standard nonrecurring charges and rates as set forth in each service *guidebook*.

(T)

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**A2. GENERAL TERMS AND CONDITIONS**

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**A2.9 Customer Premises Inside Wire****A2.9.1 General**

- A. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, on the customer's side of the demarcation point, that runs between the termination of the Exchange Access Line or Private Line and those standard jack locations on the customer's side of the demarcation point to which terminal equipment can be connected for access to the Exchange Access Line.
- B. Customer premises inside wire provided by the customer must be installed in accordance with the technical standards and installation guidelines furnished by the Company. (T)
- C. Customer premises inside wire provided by the customer may be connected to residence and business individual and party line basic exchange service or private line service furnished by the Company according to Part 68 of the Federal Communications Commission's Rules and Regulations.
- D. The Network Interface for the connection of customer premises inside wire consists of a standard miniature modular jack and is provided as part of the Exchange Access Line. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company's facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the instance of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, the applicable nonrecurring Service Charges specified in Section A4. apply. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises. (T)
- E. The rates and charges for the Exchange Access Line do not include Company maintenance of customer premises inside wire associated with residence and business individual line and party line basic exchange service.

**A2.9.2 Responsibility of the Customer**

- A. The customer is responsible for the installation and maintenance of any customer-provided inside wire and standard jacks in accordance with the technical standards furnished by the Company. Customers electing to maintain Company provided inside wire and standard jacks must do so in accordance with those same technical standards. (T)

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.9 Customer Premises Inside Wire (Cont'd)****A2.9.2 Responsibility of the Customer (Cont'd)**

- B.** In the event that the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to, or injury of, the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.

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## A2. GENERAL TERMS AND CONDITIONS

(T)

### A2.9 Customer Premises Inside Wire (Cont'd)

#### A2.9.2 Responsibility of the Customer (Cont'd)

- C. Where customer premises inside wire is maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.

#### A2.9.3 Responsibility of the Company

- A. The Company will make the technical standards and installation guidelines for customer provision of inside wire available to customers upon request.

#### A2.9.4 Violation of *Terms and Conditions*

(T)

- A. Where customer-provided inside wire is installed or maintained by the customer or where Company-provided inside wire is maintained by the customer in violation of A2.9, the Company will promptly notify the customer of the violation and will take such immediate action as necessary for the protection of the telecommunications network and Company employees.
- B. The customer shall discontinue use of the customer-provided inside wire which is in violation of A2.9 or correct the violation and notify the Company in writing within 10 days after receipt of such notice that the violation has been corrected.
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this *Guidebook*.

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### A2.10 Special Promotions

#### A2.10.1 *Terms and Conditions*

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- A. The Company may offer special promotions of new or existing services or products for limited periods. Subject to the availability of products, services and facilities, promotions will be available on a completely non-discriminatory basis to all subscribers meeting the eligibility criteria for each promotion within the classification of service and area for which the promotion is available. Each subscriber so meeting eligibility criteria will have an equal opportunity for participation.
- B. (DELETED)

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(D)

#### A2.10.2 Reserved for Future Use

### A2.11 Trademarks and Servicemarks Protection

#### A2.11.1 Use of Trademarks and Servicemarks

Trademarks and Servicemarks owned by *AT&T* Intellectual Property may not be used by any entity concurring in or providing services pursuant to this *Guidebook* except under an express written license agreement with *AT&T* Intellectual Property.

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### A2.12 Reserved for Future Use

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## **A2. GENERAL TERMS AND CONDITIONS**

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### **A2.13 Reserved for Future Use**

### **A2.14 Customer Agents**

#### **A2.14.1 General**

- A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

#### **A2.14.2 Responsibility of the Agent**

- A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.
- B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all *terms and conditions* in this Section applicable to the transaction or to the service or equipment to which the transaction pertains.

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#### **A2.14.3 Warranty and Liability of the Agent**

- A. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses, or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

#### **A2.14.4 Proof of Authority**

- A. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

### **A2.15 Reserved for Future Use**

### **A2.16 Reserved for Future Use**

### **A2.17 Reserved for Future Use**

### **A2.18 (DELETED)**

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**A2. GENERAL TERMS AND CONDITIONS**

(T)

**A2.18 (DELETED) (Cont'd)**

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