

**TARIFF DISTRIBUTION**

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PURPOSE: Modify Call Annoyance Center Language (Resale Tariff)

<b><u>TARIFF SECTION</u></b>	<b><u>PAGE NUMBER</u></b>	<b><u>PAGE REVISION</u></b>
R002	4	0003

## R2. GENERAL REGULATIONS

### R2.2 Limitations and Use of Resold Services (Cont'd)

#### R2.2.9 Payment and Billing Arrangements (Cont'd)

- G. Upon proof of tax exempt certification from the Reseller, the total amount billed to the Reseller will not include any taxes due from the end user. The Reseller will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- H. As the customer of record, the Reseller will be responsible for, and remit to the Company, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- I. If any portion of the payment is received by the Company after the payment due date as set forth preceding, or if any portion of the payment is received by the Company in funds that are not immediately available to the Company, then a late payment penalty shall be due to the Company. Penalty shall be due to the Company as set forth in A2.4 of the Company's General Exchange Guidebook.
- J. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, the Company.
- K. The Company will not perform billing and collection services for a Reseller.

#### R2.2.10 Billing Disputes

- A. In general, the Company will not become involved in disputes between the Reseller and the Reseller's end user customers over resold services.
- B. If a dispute does arise that cannot be settled without the involvement of the Company, the Reseller shall contact the designated Service Center for resolution. The Company will make every effort to assist in the resolution of the dispute and will work with the Reseller to resolve the matter in as timely a manner as possible. The Reseller may be required to submit documentation to substantiate the claim.

#### R2.2.11 Discontinuance of Service

- A. Discontinuance of Service to an End User
  1. Where possible, the Company will deny service to the Reseller's end user on behalf of, and at the request of, the Reseller. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the Reseller.
  2. At the request of the Reseller, the Company will disconnect a Reseller's end user customer.
  3. All requests by a Reseller for denial or disconnection of an end user for nonpayment must be made in writing.
  4. The Reseller will be solely responsible for notifying the end user of the proposed disconnection of the service.
  5. The Company will advise the Reseller when it is determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by the Reseller and/or the end user against any claim, loss or damage arising from providing this information to the Reseller. It is the responsibility of the Reseller to take the corrective action necessary with their customers that make annoying calls. Failure to do so will result in the Company disconnecting the end user's service
- B. Discontinuance of Service to a Reseller
  1. The Company reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance, by the Reseller, of the rules and regulations of this Tariff.
  2. If payment of account is not received by the bill day in the month after the original bill day, the Company may provide written notice to the Reseller, that additional applications for service will be refused and that any pending orders for service will not be completed if payment of all billed charges is not received by the fifteenth day following the date of the notice. If the Company does not refuse additional applications for service on the date specified in the notice, and the Reseller's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice.
  3. If payment of account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.