# **TARIFF DISTRIBUTION**

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 TARIFF SECTION
 PAGE NUMBER
 PAGE REVISION

 G002
 35
 0002

 G013
 19.2
 0004

LA-17-0075 EFFECTIVE: December 1, 2017

# **A2. GENERAL TERMS AND CONDITIONS**

# A2.19 Resale of Service Provisions (Cont'd)

# A2.19.9 Payment and Billing Arrangements (Cont'd)

- F. (Cont'd)
  - If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.
- 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 service (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 A2.4.3.
- **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.

### **A2.19.10 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.

### **A2.19.11 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 done 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. Termination of service of a Reseller's customer will occur with the following protections, (1) written notice from a law enforcement agency; (2) notifying BellSouth that services have been used unlawfully and that formal charges have been filed against the customer, (3) and written notice is provided to the customer three days before termination.

## **B.** Discontinuance of Service to a Reseller

- 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 terms and conditions of this Guidebook.
- 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.

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LA-17-0075 EFFECTIVE: December 1, 2017

# A13. MISCELLANEOUS SERVICE ARRANGEMENTS

# A13.19 TouchStar Service (Cont'd)

### A13.19.2 Definitions Of Feature Offerings (Cont'd)

#### E. Call Block

This feature provides the customer the ability to prevent incoming calls from up to six different telephone numbers.

A screening list is created by the customer either by adding the last number associated with the line (incoming or outgoing), or by pre-selecting the telephone numbers to be blocked. When a call is placed to the customer's number from a number on the screening list, the caller receives an announcement indicating that the party he is attempting to call does not wish to receive calls at this time.

If the customer also subscribes to Selective Call Forwarding and/or Personalized Ring 6 and the same telephone numbers appear on those screening lists, Call Block will take precedence.

This feature will not work if the incoming call is from a telephone number in a multiline hunt group unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified. Additionally, this feature will not block calls from coin or cellular telephones or operator assisted calls.

#### F. Call Tracing

Call Tracing enables the customer to initiate an automatic trace of the last call received.

Upon activation by the customer, the network automatically sends a message to the Company's Security Department indicating the calling number, the time the trace was activated, and in some locations, the time the offending call was received. The customer using this feature would be required to contact *their local law enforcement agency* for further action. *The customer is not provided the traced number*.

Only calls from within TouchStar service equipped offices are traceable using Call Tracing.

This feature will not work if the incoming call is from a telephone number in a multiline hunt group, unless the telephone number is the main telephone number in the hunt group, or is Telephone Number identified.

In some locations, if the customer makes or receives another call after hanging up from the annoying call, prior to activating the trace, Call Tracing will not record the correct number.

#### G. Caller ID - Basic (Number Delivery)<sup>1</sup>

This feature enables the customer to view on a display unit the Directory Number (DN) on incoming telephone calls.

When Caller ID - Basic is activated on a customer's line, the Directory Numbers of incoming calls are displayed on the called CPE during the first long silent interval of the ringing cycle.

This feature also includes Anonymous Call Blocking where facilities are available. Anonymous Call Blocking allows customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party. When Anonymous Call Blocking is activated on the customer's line and an incoming call marked private is received, the called party's telephone will not ring. The call will be routed to an announcement and subsequently terminated. The announcement informs the calling party that the person he or she is trying to reach will not accept the call as long as the calling number is not delivered. Incoming calls are checked for acceptance or rejection by Anonymous Call Blocking regardless of the current state of the Anonymous Call Blocking customer's line (e.g., off hook or idle).

Subsequent to establishment, Anonymous Call Blocking can be activated and deactivated at the customer's discretion through the use of preassigned feature access codes.

Any customer subscribing to Caller ID - Basic will be responsible for the provision of a display device which will be located on the customer's premises. The installation, repair, and technical capability of that equipment to function in conjunction with the feature specified herein will be the responsibility of the customer. The Company assumes no liability and will be held harmless for any incompatibility of this equipment to perform satisfactorily with the network features described herein.

If the incoming call is from a caller who subscribes to RingMaster service, the telephone number transmitted will always be the main number rather than any dependent RingMaster service number.

If the incoming call is from a caller served by a PBX, generally only the main number of the PBX is transmitted and available for display. However, in certain circumstances where facilities permit, the information associated with the actual station originating the call may be transmitted and available for display.

If the incoming call originates from a Multi-Line Hunt Group, the telephone number transmitted will always be the main number of the hunt group, unless facilities permitting, the line is Telephone Number (TN) identified.

Calling party telephone number information via Caller ID - Basic is not available on operator handled calls.

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