

TARIFF DISTRIBUTION

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A2. GENERAL TERMS AND CONDITIONS

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.

When the Company provides any of the services described in Section E1.1 of the Company's intrastate Access Services Tariff to end users, it does so under rates, terms and conditions set forth in that Tariff, which are incorporated herein by reference. (N)

A2.2 Limitations and Use of Service

A2.2.1 Use of Subscriber's Service

- A. Telephone equipment and facilities are furnished for the use of the subscriber, employees, agents or representatives of the subscriber or members of the subscriber's domestic establishment except as the use of the service may be extended, in addition to other service which may be separately ordered, for switched data (non-voice) communications relating directly to the business of Composite Data Service Vendor's patrons, to patrons of hotels or motels where the extended local service is flat, message, or measured rate, to patients of hospitals or nursing homes where the extended local service is flat, message or measured rate, members of clubs, to occupants of living units of Time Share (Interval Ownership) Condominiums subscribing to business flat, message rate or measured service, students living in quarters furnished by schools, colleges or universities, to persons temporarily sub-leasing a subscriber's residential premises, patrons of State Government "incubator" projects located in specified buildings in Charleston, Florence, Spartanburg and North Augusta, or to Sharing and Resale of Basic Local Exchange Service subscribers as specified in Section A23.
- B. Except as otherwise provided in this Guidebook, service furnished by the Company is intended only for communications in which the subscriber has a direct interest. Most services specified in this Guidebook are available for resale, except as otherwise noted in this Guidebook, by Competitive Local Exchange Carriers (CLECs) which are certificated by the South Carolina Public Service Commission and such services are subject to the terms and conditions specified in this Guidebook.
- C. 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 unavailability 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.
- D. Traffic Reports as described in A32.1.4.B. may be requested 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 end user. 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 is provided on a per-report basis and 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.
- E. No subscriber may use any service listed in any part of this General Exchange 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.

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

A2. GENERAL TERMS AND CONDITIONS

A2.14 Customer Agents (Cont'd)

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

(N)

A2.16 Reserved for Future Use

(N)

A2.17 Reserved for Future Use

(N)

A2.18 Reserved for Future Use

(N)

A2.19 Reserved for Future Use

(N)

A2.20 Cost Assessment Charge (CAC)

(N)

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

| | Monthly Rate | USOC | |
|--------------------------------------|--------------|-------|--------|
| 1. Cost Assessment Charge (CAC) | | | (M) |
| (a) Each Local Exchange Service line | | | (C)(M) |
| Residence | \$0.42 | C8RCC | (T)(M) |
| Business | 2.30 | C8RCD | (I)(M) |
| (b) Each Primary Rate ISDN (PRI) | 11.50 | C8RCE | (I)(M) |
| (c) Each PBX trunk | 20.70 | C8RCG | (I)(M) |
| (d) Each Centrex Station line | 2.30 | C8RCD | (I)(M) |
| (e) Each Basic Rate ISDN (BRI) | | | (C)(M) |
| Residence | 0.42 | C8RCC | (T)(M) |
| Business | 2.30 | C8RCD | (I)(M) |
| (f) Transport services | 2.85% | NA | (N) |
| BellSouth Metro Ethernet Service | | | (N) |

A3. BASIC LOCAL EXCHANGE SERVICE

A3.1 General

- A. Basic local exchange service is comprised of exchange access lines defined as follows:
 Exchange Access Line - The serving central office line equipment and all Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the guidebook use offering selected by the customer.
- B. Exchange access lines are subject to the nonrecurring charges specified in Section A4.
- C. Rates for basic local exchange service are related to the total number of exchange access lines and PBX trunks in the local calling area.
- D. Customers subscribing to a total of 1000 or more PBX trunks or Network Access Registers (NARs), aggregated on a statewide basis, will receive a ten percent discount on the monthly recurring rates for these services and on any billed local usage associated with these PBX trunks or NARs. Service furnished under the Sharing and Resale of Basic Local Exchange Service offering will be excluded. Customer accounts will be reviewed annually to determine eligibility for the discount.
- E. Base Rate Areas, Zone Rate Areas and Exchange Service Areas for each exchange are identified on maps.
- F. Rate Group Definition

| Group | Exchange Access Lines and PBX Trunks Upper Limits |
|-------|---|
| 1 | 7,000 |
| 2 | 15,000 |
| 3 | 28,500 |
| 4 | 50,000 |
| 5 | 78,000 |
| 6 | 125,000 |
| 7 | Unlimited |

G. Residence Access Line Retention Offer

Existing residential customers who call to disconnect service with AT&T and elect to stay and have one (or up to a maximum of two) flat rate access line(s) may be eligible to receive a \$6 per month bill credit for 12 months. The following conditions apply:

1. Customers must keep the required services for 30 days to receive the benefit of this offer.
2. Customers subscribing to Complete Choice Enhanced or Complete Choice Basic must have the access line in service for a minimum of 60 days before the customer becomes eligible for this offer.
3. If the customer disconnects the flat rate line(s) or moves from their current location, the remaining benefits will cease.
4. AT&T employees are not eligible for this offer.
5. Customer must be calling into AT&T to disconnect their local service.
6. This offer is available on a maximum of two (2) flat rate lines (a maximum monthly reward of \$12).
7. Not stackable with any other regulated retention offer that provides a monthly discount.
8. Eligible customers are existing AT&T residential customers who have a primary access line, or a primary access line with an additional access line(s), and are calling to disconnect one or more access lines.
9. This offer is only available for retention purposes.
10. The monthly bill credit stays in effect as long as the customer remains at the same address and is limited to a maximum of 12 months.

(M)
(T)

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C. (Continued)

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(T)

B1. APPLICATION OF GUIDEBOOK

B1.1 General

- A. This Guidebook contains the terms, conditions and rates applicable to all private line services furnished by BellSouth Telecommunications, Inc., hereinafter referred to as the Company, and for private line services furnished by the Company in conjunction with another telephone company over facilities under the jurisdiction of the State of South Carolina.
- B. This Guidebook contemplates the securing of facilities and services of other telephone companies by the Company in order that the Company may furnish to the customer a private line service between specified locations.
- C. The rates, terms and conditions contained in this Guidebook apply to the private line services over facilities furnished jointly by the Company and other telephone companies as if the services are furnished in their entirety by the Company except as provided in D. following.
- D. In those cases where the rates, terms and conditions of other telephone companies apply to the portion of the private line services furnished by such other telephone companies, the point of connection with the facilities of the Company is considered as a service point in determining the mileage and the rates applicable for the service furnished by the Company. In those cases where another telephone company furnishes a portion of the necessary facilities, and;
 - 1. Concurs in the rates, terms and conditions of the Company, the rates, terms and conditions for the total facilities are the same as those shown for the Company in this Guidebook;
 - 2. Applies its own rates and terms and conditions for its portion of the facilities, the rates, terms and conditions for the total facilities are a combination of the rates, terms and conditions of the two telephone companies.
- E. This Guidebook also applies to private line services furnished in connection with other services furnished under the Company's General Exchange Guidebook.
- F. When an end user certifies that an interexchange carrier (IC) is providing an intrastate, interLATA private network switching function at its terminal location for the end user, said terminal location will be considered an end user premises for the purpose of applying the rates, terms and conditions in this Guidebook. Moreover, the private line facilities between the private network switching function and the end user's other premises may be ordered by and billed to either the end user or the IC.
- G. When the Company provides any of the services described in Section E1.1 of the Company's intrastate Access Services Tariff to end users, it does so under rates, terms and conditions set forth in that Tariff, which are incorporated herein by reference. (N)