

GENERAL RULES AND REGULATIONS

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GENERAL RULES AND REGULATIONS

4.1 GENERAL APPLICATION

- 4.1.1** The rules and regulations set out in this Tariff apply to the services and associated facilities furnished by the Company within its operating territory in the exchanges listed in Section 2 of this Tariff.
- 4.1.2** The rules and regulations in this section govern the furnishing of Local Exchange Service to customers. These rules and regulations are in addition to the rules and regulations contained in other Tariffs filed by this Company.
- In the event of any conflict between any regulation or provision contained in these General Rules and Regulations and any regulation or provision contained elsewhere in this Tariff or in another Tariff filed by this Company, the regulation or provision of the specific Section in this Tariff or another Tariff filed by this Company shall apply.
- 4.1.3** A copy of this Tariff containing all rates for Local Exchange Service will be kept at all times in the Company's local business office where it will be available for public inspection during regular business hours. Copies may be obtained at reproduction cost.
- 4.1.4** The rules and regulations specified herein may be modified by the State of Georgia or the Commission. The Company will comply with any changes which take precedence over this Tariff, unless otherwise established by the courts.
- 4.1.5** Failure on the part of any customer to observe these rules and regulations of this Tariff gives the Company the right to cancel all contracts and discontinue the furnishing of service.
- 4.1.6** This Tariff cancels and supersedes all other General Services Tariffs of the Company issued and effective prior to the effective date shown on the individual pages of this Tariff.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE

4.2.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent on its ability to obtain and maintain suitable rights of way and facilities, without unreasonable expense, for the provision of such service.
- B. The rates and charges quoted in this Tariff 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. Section 10 of this Tariff sets forth the regulations for determining charges when excessive costs are involved for the construction of facilities.
- C. The Company shall not be liable for failure to furnish service unless the purchase price and costs expended by the Company in acquiring such special or private rights of way by purchase or condemnation is paid or guaranteed to the Company by the customer. The rights of way referred to here are only those rights of way leading from the Company's distribution facilities to the premises of the customer.
- D. When service and facilities are provided in part by the Company and in part by other connecting companies the regulations of the Company apply to that portion of the service and facilities furnished by the Company.

4.2.2 Application for Service

- A. Applications for service or requests or orders by the customer for additional services or facilities may be made orally, or in writing when deemed necessary by the Company, and shall constitute a contract when accepted by authorized employees or agents of the Company, or upon establishment of service.
- B. An applicant may be required to make an advance payment at the time the application is accepted, in cases where a deposit is not collected. The amount of the payment will be based on applicable Service Connection Charges and the first month's charges for Exchange Service. The provisions of this paragraph affect the initial payment only and regular monthly charges for service as well as billing and collection practices discussed within this Tariff are otherwise applicable.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.3 Cancellation or Change in Application for Service

- A. Where the customer cancels an application for service prior to the start of installation of service or of special construction no charge applies.
- B. Where installation of service has been started prior to the cancellation, a Cancellation Charge equal to the Service Order Charge applicable to the service may apply.
- C. For switched and nonswitched services, the Cancellation Charge shall be the costs incurred by the Company up to the time of cancellation.
- D. Where special construction has been started prior to the cancellation, a charge equal to the costs incurred in the special construction, less net salvage, shall apply. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection therewith or in preparation therefore which would not otherwise have been incurred.
- E. When a customer requests a change in location of all or a part of the facilities covered by the application for service, or additions, rearrangements, or modifications of existing service prior to completion of the work involved, the customer is also required to pay the amount of additional costs and expenses incurred by the Company in completing the work as changed.

4.2.4 Refusal of Service

- A. Compliance by Applicant:
 - 1. The Company may refuse to serve an applicant until such applicant has complied with the State and Municipal regulations and the rules and regulations outlined in the Company's tariff on file with the Commission governing the service applied for. Service also may be refused for any one of the following reasons:
 - a. Applicant's facilities inadequate: If the applicant's installation or equipment is known to be hazardous or of such character that satisfactory service cannot be given.
 - b. Indebtedness: If the applicant is indebted to the Company for the local service.
 - c. Disconnection of local exchange service for failure to pay interexchange carrier's service charges, payment of intrastate service charges of interexchange carriers shall not be a condition for refusal of local exchange service.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.4 Refusal of Service (Cont'd)

B. Applicant's Recourse

In the event the Company refuses to serve an applicant, the Company will inform the applicant of the reasons for its refusal and that the applicant may file a complaint with the Commission.

C. Insufficient Grounds for Refusal of Service

The following shall not constitute sufficient cause for refusal of service to a present customer or applicant:

1. Failure to pay for merchandise or charges for nonutility service purchased from the Company.
2. Failure to pay a bill to correct previous underbilling due to misapplication of rates more than six months prior to the date of application.
3. Violation of the Company's rules pertaining to operation of nonstandard equipment or unauthorized attachments which interferes with the service of others, or other services such as communication services, unless the customer has first been notified and been afforded reasonable opportunity to comply with said rules.
4. Failure to pay the bill of another customer at the same address except where the change of customer identity is made to avoid or evade payment of a telephone bill. A customer may request a supervisory review if the Company determines that evasion has occurred and refuses to provide service.

GENERAL RULES AND REGULATIONS

4.2 ESTABLISHING SERVICE (Cont'd)

4.2.5 Transfer of Service

Service previously furnished to one customer may not be assumed by a new customer. The new customer must apply for new service.

4.2.6 Minimum Service Periods

Unless otherwise specified elsewhere in this Tariff, the minimum service period for all services offered in this Tariff is one month beginning on and including the day following the establishment of service. The minimum service period relates to each applicable unit of service, either on the initial or subsequent installations. For purposes of administration, each month is considered to have thirty days.

4.2.7 Priority of Establishment of Service

Applications for service in a particular exchange will be completed in the chronological order of their receipt to the extent practical and economical, and depending on the availability of facilities. Where facilities are limited, the following order of precedence shall apply:

- A. Application for service for a use directly connected with national defense or where war conditions are involved.
- B. Application for service for a use directly connected with cases of emergency involving public safety, health, or welfare.
- C. Application for service needed because of serious illness or where unreasonable hardship would otherwise result.
- D. Application for new business service.
- E. All other applications for service.

4.2.8 Installation of Service

- A. Applications for service will be processed in accordance with service objectives established by the Commission for installation of service.
- B. The Company shall provide to the customer a due date on which a requested installation or change shall be made. If a customer requests that the work be done on a regular working day later than that offered by the Company, then the customer's requested date shall be the commitment date. If a premises visit is required, the Company shall establish an appointment period with the customer for morning or afternoon, on the due date.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE

4.3.1 Provision and Ownership of Service and Facilities

Service and facilities furnished by the Company on the premises of a customer or authorized user are the property of the Company and are provided upon the condition that such service and facilities, except as expressly provided in this Tariff, must be installed, relocated, and maintained by the Company. Company employees and agents may enter said premises at any reasonable hour to install, to inspect, or to repair any part of the Company's facilities on the customer's premises, or to remove such facilities which are no longer necessary for the provision of service.

4.3.2 Emergency Procedures

The Company may make reasonable provisions to meet emergencies resulting from failure of service and shall establish procedures to be followed in the event of emergency in order to prevent or mitigate interruption or impairment of service.

4.3.3 Company Facilities at Hazardous or Inaccessible Locations

- A. Where service is to be established or maintained at a location that would involve undue hazards or where accessibility is impracticable to employees of the Company, the Company may refuse to furnish such service and/or the customer may be required to install and maintain the Company's facilities in a manner satisfactory to the Company. The customer will reimburse the Company for any unusual costs involved.
- B. The customer shall indemnify and hold the Company harmless from any and all loss, claims, or damage by reason of the installation and maintenance of such service and/or facilities.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.4 Protective Equipment

- A. Protective equipment is required when a hazardous electrical environment is present at a customer's premises and when the estimated rise in ground potential is sufficient to cause damage to Company facilities or to endanger the safety of the Company's employees or customers. The customer may elect to provide the protective equipment subject to Company specifications, or such protective equipment can be provided by the Company in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- B. Other special protective equipment and/or neutralizing transformers, isolating transformers, drain coils for use in providing service to customer's premises where there are high ground potentials, even though not required, may be provided by the customer, subject to specifications, or in accordance with the rates, terms and conditions of Section 10 of this Tariff.
- C. All equipment connected to the Company's facilities and the telecommunications network shall meet the provisions of Part 68 of the Federal Communications Commission Rules and Regulations and, where applicable with respect to private line service, Section 11 of this Tariff.

4.3.5 Telephone Numbers

- A. Telephone numbers are assigned by the Company to the service furnished the customer. The Company reserves the right to change such numbers and/or the central office name associated with such numbers assigned to the customer, whenever the Company deems it necessary to do so in the conduct of its business.
- B. The Company shall list each customer with directory assistance within seventy-two (72) hours after service connection, except those numbers not listed at the customer's request.
- C. All nonassigned telephone numbers shall be intercepted unless otherwise directed by the Commission.
- D. Disconnected residence telephone numbers may not be reassigned for 90 days. Disconnected business numbers may not be reassigned, unless requested by the customer, for 360 days unless no other numbers are available for providing service to new customers.
- E. When additions or changes in plant or changes to any other of the Company's operations necessitate changing telephone numbers to a group of customers, at least thirty (30) days' written notice shall be given to all affected customers even though the addition or changes may be coincident with a directory issue.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.6 Classifications of Service

A. Basis for Classification

1. The determination as to whether customer service should be classified as business or residence service is based on the character of the use to be made of the service and facilities. This consideration is, in all cases, the basis upon which the rates for any particular service are classified, and any indices of such character of use should be applied with this primary definition in mind.
2. The Company reserves the right to classify any local service furnished a customer as business or residence service, in compliance with this Tariff.

B. Application of Business Rates

Business rates apply whenever the use of the service is primarily or substantially of a commercial, professional, institutional, or otherwise occupational nature, or where the listing required is such as to indicate business use.

Business rates apply for:

1. Offices, stores, factories, resorts, construction offices, and all other places of a strictly commercial, professional or business nature.
2. Boarding houses, hotels (except as modified under Section 4.3.6.C.2), offices or hallways of apartment buildings, colleges, quarters occupied by clubs and fraternal societies. In public, private, or parochial schools, hospitals, nursing homes, libraries, and other institutions.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.6 Classifications of Service (Cont'd)

B. Application of Business Rates (Cont'd)

3. Residence locations when the customer has no regular business service, and the continued, recurring use of the service over an extended period of time either by the customer, members of his/her household, or his/her guests, or parties calling him/her can be considered as more of a business than of a residential nature. An extended period of time would be one month or longer. This fact might be indicated by typical forms of advertising, or when such business use is not such as commonly arises and passes over residence telephones during the intervals when, in compliance with the law or established custom, business places are ordinarily closed.
4. Residence locations where the residence is physically connected to a place of business or an office is maintained within the premises, the customer has no regular business service, and it is not evident that the service located in the residence is to be employed primarily for domestic use.
5. Residence locations when an additional jack, station or extension bell is located in a shop, office or other place of business.
6. Any location where a business designation is provided or when any title indicating a trade or profession is listed, except as modified under Section 4.3.6.C.4 of this Tariff.
7. All other locations where the customer's primary use of the service is for business purposes.
8. Service terminating solely on the answering service facilities of a telephone answering firm.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.6 Classifications of Service (Cont'd)

C. Application of Residence Rates

Residence rates apply when the use of the service is of a domestic nature, provided that service is not used substantially for occupational purposes.

Residence rates apply for:

1. Private residences if either alphabetical or classified business directory listings are not requested or provided.
2. Private apartments in hotels, and rooming or boarding houses where service is confined to the domestic use of the customer and business directory listings are not employed.
3. In rooming or boarding houses which are not advertised or listed in the directory as a place of business or which have less than five rooms for rent, or which furnish meals to less than ten boarders.
4. The residence of a clergyman or nurse, physician, surgeon, dentist, veterinarian, or other medical practitioner, or certain other professional groups, provided no business designation is employed and the customer does not maintain an office within the residence in which a telephone or jack is located. Titles such as "Dr.", "Rev.", "Judge", and "Professor" are not considered business designations when associated with individual names. If listings of firms or partnerships, etc., or additional listings of persons not residing in the same household are desired, business rates apply.
5. In fire department meeting rooms, dormitories or sleeping quarters where the telephone number is not published and the service is not available for use by the general public.
6. In churches where the telephone is not available for public use, as in a clergyman's study.

GENERAL RULES AND REGULATIONS

4.3 FURNISHING OF SERVICE (Cont'd)

4.3.7 Installation, Maintenance, and Repair of Facilities

- A. All ordinary expense of installation, maintenance, and repairs of Company equipment and facilities, unless otherwise specified in this Tariff, is borne by the Company. Where special conditions or requirements of the customer involve unusual construction or installation costs, the customer may be required to pay a reasonable proportion of such costs. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the customer or other persons authorized to use the service and not due to ordinary wear and tear, the customer shall be required to pay the actual expense incurred by the Company in connection with replacement of the property or the expense incurred in restoring it to its original condition.
- B. The customer shall not install, disconnect, rearrange, remove, or attempt to repair any facilities owned and furnished by the Company or permit others to do so, except upon the written consent of the Company or as otherwise specified in the Company's applicable Tariffs. The Company shall have the right to charge the customer for losses experienced as a result of unauthorized tampering.
- C. The customer may be billed the applicable Minimum Service Charge for each service call to the customer's premises where off-hook condition is found.

4.3.8 Work Performed Outside Regular Working Hours

The rates and charges specified in this Tariff contemplate that all work in connection with furnishing or rearranging service will be performed during regular working hours. Whenever a customer requests that work necessarily required in the furnishing or arranging of his service be performed outside the Company's regular working hours, or that work already started should be interrupted, the customer may be required to pay the amount of additional costs the Company incurs as a result of the customer's special requirements, in addition to the other rates and charges specified in this Tariff.

4.3.9 Third-Party Service Providers

Pursuant to the requirements of Official Code of Georgia Annotated (O.C.G.A.) Section 46-5-171.1, prior to Company billing for a third-party, Company must have a signed authorization from end user. The requesting third-party must obtain signed authorization from end user and provide to Company before any billing is performed. The third-party service provider must provide to Company the following before billing is performed:

- A. Explanation of the product/service being offered.
- B. Explicit end user customer acknowledgment that said charges will be assessed via the telephone bill.
- C. Information related to whom to call (and the appropriate toll-free telephone number) for inquiries.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES

4.4.1 Use of Service

- A. Customer telephone service is furnished for the use of the customer, customer's family, employees or business associates, persons residing in the customer's household, patients of hospitals, and patrons of hotels/motels. The Company may refuse to install or may terminate a customer's service if it is located on premises of a public nature or in a business establishment, where the public in general or patrons of the customer may make use of the service.
- B. Services provided by the Company may not be resold by the customer or used in any manner for which the customer receives compensation from the user except as provided herein:
 - 1. Access services provided pursuant to interstate or intrastate access services Tariffs the Company issues or concurs in.
 - 2. Services provided to hotels, motels, hospitals, and cellular and paging customers when such services are resold to guests, patients, or customers.
- C. The customer is responsible for payment of all charges of the Company for all services ordered by the customer, including those that are shared or resold as provided herein, regardless of whether such charges are associated with the customer's usage or that of any authorized users and regardless of whether such authorized users have paid the customer for their share of the Company's charges.
- D. Given the customer's exclusive control of his communications over the Company's provided facilities, and of the other uses for which the Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES (Cont'd)

4.4.2 Establishment of Identity

The calling party shall establish his/her identity in the course of any communication as often as may be necessary, and shall be solely responsible for establishing the identity of the person with whom connection is made at the called location.

4.4.3 Accessories Provided by the Customer

No equipment, accessory, apparatus, circuit or device shall be attached to or connected with the Company facilities except as provided in this Tariff. In case any such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same, to suspend service during the continuance of said attachment or connection, or to disconnect service. The customer shall be held responsible for the cost of correcting any impairment of service caused by the use of such attachments or connections and shall be billed for each service call made to his/her premises because of the use of such attachments or connections.

4.4.4 Limit On Communication

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

4.4.5 Transmitting Messages

The Company does not transmit messages but offers the use of its facilities when available for communication between end users. However, the Company will not transmit messages and will not be liable for errors in transmission or for failure to establish connections.

GENERAL RULES AND REGULATIONS

4.4 USE OF SERVICE AND FACILITIES (Cont'd)

4.4.6 Unlawful, Abusive, or Fraudulent Use of Service

- A. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will be discontinued, after proper written notice, if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law. The Company shall in no event be liable for any damage resulting from any action taken or threatened pursuant to this Section.
- B. The Company may suspend or terminate telephone service to any person(s), firm or corporation who: uses or permits the use of foul, abusive, obscene or profane language over the facilities furnished by the Company; or impersonates or permits impersonation of any other individual with fraudulent or malicious intent; or uses or permits their telephone to be used to make calls whether anonymous or otherwise in any manner which could reasonably be expected to frighten, abuse, torment, or harass another; or uses the service in such a manner as to interfere in any way with the service of others.
- C. 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. A copy of this letter shall also be sent to the Georgia Public Service Commission.
 - 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.

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's principal.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE

4.5.1 Discontinuance of Service

A. Non-payment Service Interruption

In the event of a proposed disconnection of Residential Basic Local Service only, the following procedures shall apply:

1. No Basic Residential Service shall be disconnected for Local Service Charge until at least thirty (30) 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 customer a written notice of the proposed disconnection at least ten (10) 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; and
 - c. A telephone number which the customer may call for information about the proposed disconnection.
3. Service shall not be disconnected for nonpayment of local service charged to a residential customer who has a serious illness which would be aggravated by said discontinuation, provided that the customer notifies the Company of this condition in writing, or orally and within three (3) days of giving such initial notice furnishes to the Company a written statement from a physician, county board of health, hospital, or clinic identifying the illness and its expected duration, and certifying that the illness would be aggravated by such discontinuance. In such event, the proposed disconnection shall be held in abeyance for the shorter of either the length of the illness or one month from the date of such initial notice, and the customer may renew the postponement period one additional time by repeating the aforementioned procedure. If there is a dispute regarding the existence of a serious illness, the case may be referred to the Commission for final determination.
4. In the case of a disputed bill for Residential Basic Local Exchange Service, the customer shall have the right, after all remedial measures with the Company have failed, to request in writing, or orally to be followed by a request in writing, that a company official investigate the dispute before Residential Service may be disconnected. Such request must be made within three (3) days after the date of the disputed bill.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

A. Non-payment Service Interruption (Cont'd)

5. No consumer may be disconnected for unpaid Residential Local Service if the consumer 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 consumer agrees to pay future bills and the installments by the date due. If the consumer fails to make any agreed upon payment as set forth immediately above, the company may disconnect service without further notice.
6. If a customer's check is returned for insufficient funds or dishonored by the bank, this constitutes an automatic waiver of the written notice requirements.

B. Disconnection With Notice

Telephone service may be disconnected after proper notice for any of the following reasons:

1. Failure to pay a delinquent account or failure to comply with the terms of a deferred payment agreement.
2. Violation of the Company's rules pertaining to the use of service in a manner which interferes with the service of others or the operation of nonstandard equipment when a reasonable attempt has been made to notify the customer and the customer is provided with a reasonable opportunity to remedy the situation.
3. Failure to comply with deposit or payment arrangements where required.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

C. Telephone service may be disconnected without notice under either of the following conditions:

1. Where a known dangerous condition exists for as long as the condition exists. Where reasonable given the nature of the hazardous condition, a written statement providing notice of disconnection and the reason therefore shall be posted at the place of common entry or upon the front door of each affected residential unit as soon as possible after service has been disconnected.
2. Where service is connected without authority by a person who has not made application for service, or who has reconnected service without authority following termination of service for nonpayment, or in instances of tampering with the Company's equipment or bypassing the same.

D. Insufficient Grounds for Disconnection

Telephone service may not be disconnected for any of the following reasons:

1. Delinquency in payment for service by a previous occupant of the premises.
2. Failure to pay for merchandise or charges for non-utility service purchased from the Company.
3. Failure to pay for a different type or class of telephone service.
4. Failure to pay the account of another customer as guarantor thereof, unless the Company has in writing the guarantee as a condition precedent to services.
5. Failure to pay charges arising from an underbilling occurring due to any misapplication of rates more than two (2) months prior to the current billing.
6. Failure to pay charges for calls to pay-per-call information services, as described in Section 8 of this Tariff.

E. Disconnection on Holidays or Weekends

Unless a dangerous condition exists or unless the customer requests disconnection, service shall not be disconnected on a day, or on a day immediately preceding a day, when personnel of the Company are not available to the public for the purpose of making collections and reconnecting services.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.1 Discontinuance of Service (Cont'd)

F. Abandonment of Service

The Company may not abandon a customer or a certified service area without written notice to its customers therein and all similar neighboring companies and without approval from the Commission.

4.5.2 Termination of Service

A. Termination of Service by the Company

1. When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated in the paragraph below for termination of service by the customer apply.
2. Should service be terminated for nonpayment of charges, restoration of service will be made only as prescribed in Section 4.5.4 of this Tariff.

B. Termination of Service by the Customer

Service may be terminated at any time upon reasonable notice from the customer to the Company. Upon such termination, the customer shall be responsible for the payment of all charges due. This includes all charges due for the period of service that has been rendered plus any unexpired portion of a minimum service period and applicable Termination Charges.

GENERAL RULES AND REGULATIONS

4.5 DISCONNECTION, TERMINATION OR SUSPENSION OF SERVICE (Cont'd)

4.5.3 Suspension of Business & Residence Service

Upon request, a customer receiving business or residence services may arrange for the temporary suspension of such service, for vacation or other similar purposes, subject to the terms and conditions specified in this Tariff.

4.5.4 Restoration of Service

- A. For restoration of a customer's telecommunications service when service has been disconnected the following conditions are applicable. Service Charges are discussed in Section 5 of this Tariff.
- B. Service will be restored within a reasonable length of time during regular working hours after payment of all past due charges, including any required deposit, and the payment of service charges for restoration of service. The Company may request the customer to supply cash, money order, or cashier's check in payment for the bill and Service Charge(s) in lieu of accepting a personal check or moneys not guaranteed.
- C. If the customer's service has been terminated the customer must reapply for telephone service as a new applicant before having service restored. Such application will be subject to applicable Service Charges.
- D. At its discretion, the Company may restore or re-establish service which has been suspended or disconnected for of charges prior to payment of all charges due. Such restoration or re-establishment shall not be construed as a waiver by the Company of any rights to suspend or disconnect service for nonpayment of charges due and unpaid, or for the violation of the provisions of this Tariff. Moreover, the Company's failure to suspend or disconnect service for nonpayment of any past due account or accounts shall not operate as a waiver to suspend or disconnect service for nonpayment of such account or of any other past due account.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS

4.6.1 General

- A. The Company will maintain a current set of maps showing the physical locations of its facilities and telephone exchange locations. Each central location will have available up-to-date maps or records of its immediate area, with such other information as may be necessary to enable the Company to advise applicants and others entitled to the information, as to the facilities available for serving that locality.
- B. Upon request for service by a residential applicant or upon request for transfer of service by a residential customer, the Company shall inform the applicant or customer of the Company's alternatives available at the customer's location.
- C. The Company will post a notice in a conspicuous place in each business office of the Company where applications for service are received informing the public that copies of the rate schedules and rules relating to the services of the Company are available for inspection.
- D. The Company will provide to all new residential telephone utility customers, at the time service is initiated, a pamphlet or information packet advising the applicant of his or her rights as a customer. This information shall inform the customers concerning their right to request information relating to rates and services; bill payment policies; regulations in regard to termination of service; billing disputes; information about alternative payment plans; reconnection of service after involuntary termination; customer complaints, supervisory review by the Company and registering a complaint with the Commission; Company business office hours, addresses and telephone numbers; deposits; statement of nondiscrimination; and availability of any special services such as readers or notices in braille, as well as the telephone number of the teletypewriter for the deaf at the Commission.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.2 Customer Complaints

- A. Upon complaint to the Company by a customer either at the Company's office by letter or by telephone, the Company shall promptly make a suitable investigation and advise the complainant of the results thereof.
- B. In the event the complainant is dissatisfied with the Company's report, the Company will advise the complainant of the Commission complaint process, and inform the complainant that they may contact the Division at the Commission which is responsible for handling complaints.
- C. Upon receipt of a complaint, either by letter or by telephone, from the Commission on behalf of a customer, the Company shall make a suitable investigation and advise the Commission within thirty (30) days of the results thereof.
- D. The Company shall keep a record of all complaints which shall show the name and address of the complainant, the date and nature of the complaint, and the adjustment or disposition thereof, for a period of two years subsequent to the final settlement of the complaint. Complaints with reference to rates or charges which require no further action by the Company will not be recorded.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit

A. Definition of Applicant and Customer

For purposes of this subsection, an applicant is defined as a person who applies for service for the first time or reapplies at a new or existing location after discontinuance of service. Customer is defined as someone who is currently receiving service.

B. Establishment of Credit

1. The Company may require a permanent residential applicant for service to satisfactorily establish credit, but such establishment of credit will not relieve the customer from prompt payment of bills. Credit history shall be applied equally for a reasonable period of time to a spouse or former spouse who shared telephone service. Credit history applies equally to both, without modification.
2. A residential applicant will not be required to pay a deposit subject to the following rules:
 - a. If the residential applicant has been a customer of any Company or Telephone Company for the same kind of service within the last six (6) months and is not delinquent in payment of any such telephone service account, and during the last six (6) consecutive months of service, did not have more than one occasion in which a bill for such telephone service was paid after becoming delinquent, and never had service disconnected for nonpayment. Applicants are encouraged to obtain a letter of credit from their previous serving Company or Telephone Company.
 - b. If the residential applicant has obtained certification that they are in good credit standing from a financial institution such as a bank, applicants are encouraged to obtain a letter of credit from their financial institution.
3. An applicant for business service may be required to make a deposit if the credit of the applicant for service has not been established satisfactorily to the Company.
4. Every applicant who has previously been a customer of the Company and whose service has been discontinued for nonpayment of bills shall be required to pay all amounts due the Company, or execute a deferred payment agreement if offered, and re-establish credit before regular local exchange service is rendered by the Company.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

C. Deposit Required

1. When a permanent residential or business applicant does not meet the conditions listed in Section 4.6.3.B, a deposit will be required by the Company subject to the following rules:
2. Initial Deposit
 - a. The required initial deposit shall not exceed an amount equivalent to two and one half times the estimated average bill.
 - b. The Company may require an initial deposit from residential customers if the customer has been delinquent in paying a bill for telephone service on more than one occasion during the last twelve (12) consecutive months of service or if the customer's service was disconnected for nonpayment. The customer may furnish a satisfactory written guarantee to secure payment of bills, instead of paying a cash deposit.

D. Information Provided With Deposits

At the time a deposit is required, the Company shall provide written information about deposits to applicants for, or customers of, business or residential service. This information will include:

1. The circumstances under which the Company may require a deposit, or request an additional deposit;
2. How a deposit is calculated;
3. The amount of interest paid on a deposit and how this interest is calculated; and
4. The time frame and requirement for return of the deposit to the customer.

E. Interest on Deposits

Payment of interest to the customer shall be made annually if requested by the customer, or at the time the deposit is returned or credited to the customer's account. The rate of interest to be paid on Customer deposits shall be paid at the rate prescribed by the Georgia Public Service Commission, payable annually for the time such deposits were held by the Company and the Customer was served by the Company. Such interest shall be calculated to December 1 of each year.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.3 Applicant or Customer Deposit (Cont'd)

F. Records of Deposits

1. The Company will keep records to show:
 - a. The name and address of each depositor;
 - b. The amount and date of the deposit; and
 - c. Each transaction concerning the deposit.
2. The Company will issue a receipt of deposit to each applicant from whom a deposit is received and will provide means whereby a depositor may establish his claim if the receipt is lost.
3. A record of each unclaimed deposit will be maintained for five (5) years, during which time the Company will make a reasonable effort to return the deposit.

G. Refund of Deposit:

1. If service is not connected or after disconnection of service, the Company will promptly and automatically refund the customer's deposit plus accrued interest or the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one premises to another within the service area of the Company shall not be deemed a disconnection where refund of the deposit is concerned.
2. When the customer has paid bills for service for twelve (12) consecutive residential billings or for twelve (12) consecutive business billings without having service disconnected for non-payment of bill and without having more than one occasion in which a bill was delinquent, and when the customer is not delinquent in the payment of the current bills, the Company will promptly and automatically refund the deposit plus accrued pro rated interest for the year in the form of cash or a credit to a customer's bill, or void any guarantee of payment and return any documents or contracts of guarantee to the guarantor. If the customer does not meet these refund criteria the deposit or contract of guarantee may be retained.

H. Complaint by Applicant or Customer

The Company directs its employees engaged in initial contact with an applicant or customer seeking to establish or re-establish credit, to inform the customer, if dissatisfaction is expressed with the Company's decision, of the customer's right to file a complaint with the Commission.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service

A customer shall be responsible for the payment of all charges for services and equipment furnished the customer, including charges for services originated and/or charges accepted at the customer telephone. Failure to receive a bill or disconnect notice does not relieve the customer of the responsibility for payment provided the Company has followed procedures for proper customer notification. The services or facilities furnished by the Company may be suspended for failure of the customer to pay any sum due as set forth under Sections concerning discontinuance of service.

A. Billing Period and Charges

1. Bills for telephone service will normally be rendered monthly. Bills may be rendered more frequently, however, when it is considered necessary or advisable by the Company. Bills shall show the period of time covered by the billings, and shall show a clear listing of all charges due and payable, including outstanding amounts in the same customer class that the Company may have chosen to transfer from a customer's prior delinquent account(s). Payment of charges for moves and changes and other Nonrecurring Charges may be required prior to completion.
2. Charges for local services and facilities are payable monthly in advance.
3. Special charges, fees, and taxes - An additional charge shall be added to the customer's bill for service, which is equal to the pro rata share of any occupation, franchise, business, license, excise, privilege, or other similar charge or tax, now or hereafter imposed by any municipal taxing body or municipal authority whether by statute, ordinance, law, or otherwise, and whether presently due or to hereafter become due, upon approval of the charge by the Commission.
4. The Company will provide the customer with a breakdown of Local Service Charges at the time service is initially installed or modified, or if requested by the customer, at a reasonable charge. The customer may also choose to receive an itemized breakdown of Local Service Charges monthly or annually which will be provided by the Company at a reasonable charge.
5. Customer bills sent through the United States Postal Service will be in an envelope.

B. Pro Rating of Charges

Charges for service normally furnished on a monthly basis (except those involving a minimum billing period) billed for periods in excess of, or less than, a billing month will be pro rated.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service (Cont'd)

C. Suspended or Disconnected Service

1. Should service be suspended for nonpayment of charges, it will be restored only as provided in Section 4.5.4 of this Tariff.
2. When service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Re-establishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Tariff.

D. Late Payment Charge

A late payment charge of one and one half percent (1.5%) will be applied to each customer's bill when the previous month's bill has not been paid in full prior to the 19th of each month. The late payment charge will only be applied to unpaid balances greater than \$20.00

E. A collection fee of \$5.00 in addition to the late payment charge in 4.6.4.D above will be applied to the accounts of residence subscribers with an unpaid balance when the previous month's bill has not been paid in full at the time of the billing due date.

F. A collection fee of \$9.00 in addition to the late payment charge in 4.6.4.D above will be applied to the accounts of business subscribers with an unpaid balance when the previous month's bill has not been paid in full at the time of the billing due date.

G. Payment Arrangements

The Company may agree to a payment arrangement, whereby an outstanding bill will be paid after the due date of the bill but before the due date of the next bill if a customer so requests. If the customer does not fulfill the terms of such payment arrangements the Company shall have the right to disconnect service. A disconnect notice must be issued prior to termination of service, if one had not been issued before the payment arrangement was executed.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service (Cont'd)

H. Deferred Payment Plan

1. A deferred payment plan is any arrangement between the Company and a customer in which an outstanding bill will be paid in installments that extend beyond the due date of the next bill. The Company offers deferred payment plans upon customer request in the following cases:
 - a. To any customer who has expressed an inability to pay all or part of his or her bill.
 - b. To any customer who expresses an inability to pay that portion of a bill associated with charges for calls placed from combat or war zones, as designated by the federal government, by American military personnel.
2. Deferred payment plans will be based on the following procedures:
 - a. Deferred payment plans entered into due to the customer's inability to pay the outstanding bill in full shall provide that service will not be discontinued if the customer pays current bills and a reasonable amount of the outstanding bill and agrees to pay the balance in reasonable installments until the bill is paid.
 - b. For purposes of determining reasonableness under these rules, the following shall be considered:
 - (1) Amount of the delinquent account;
 - (2) Customer's ability to pay;
 - (3) Customer's payment history;
 - (4) Time that the debt has been outstanding;
 - (5) Reasons why debt has been outstanding; and
 - (6) Any other relevant factors concerning the circumstances of the customer.
 - c. The deferred payment plan may include a late payment charge of one and one half percent (1.5%) to be applied to each customer's bill when the previous month's bill has not been paid in full by the billing due date.
 - d. The Company has the right to disconnect service if a customer does not fulfill the terms of a deferred payment plan.

Issued: August 7, 2002

Effective: September 6, 2002

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GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.4 Payment for Service (Cont'd)

H. Deferred Payment Plan (Cont'd)

2. (Cont'd)

- e. The Company will not refuse a customer participation in a deferred payment plan on the basis of race, color, creed, sex, or marital status.
- f. A deferred payment plan may be made by visiting the Company's business office or contacting the Company by telephone.
- g. If the customer's economic or financial circumstances change substantially during the time of the deferred payment plan, the Company may renegotiate the deferred payment plan with the customer, taking into account the changed economic and financial circumstances of the customer.
- h. The Company will not enter into a deferred payment agreement with any customer who is lacking sufficient credit or a satisfactory history of payment for previous service when that customer has had service from the Company for no more than six (6) months.

4.6.5 Allowance for Interruptions

In the event a customer's service is interrupted other than by the negligence or willful act of the customer, and it remains out of order for twenty-four (24) hours or longer after being reported to be out of order and after access to the premises is made available, appropriate adjustments or refunds shall be made to the customer. The amount of adjustment or refund shall be determined on the basis of the known period of interruption, generally beginning from the time the service interruption is first reported. The refund to the customer shall be the pro-rata part of the month's flat rate charges for the period of days and that portion of the service facilities rendered useless or inoperative. The refund may be accomplished by a credit on a subsequent bill for telephone service.

GENERAL RULES AND REGULATIONS

4.6 CUSTOMER RELATIONS (Cont'd)

4.6.6 Adjustment of Charges for Overbilling and Underbilling

If billings for telecommunications service are found to differ from the Company's lawful rates for the services being purchased by the customer, or if the Company fails to bill the customer for such services, a billing adjustment shall be calculated by the Company. If the customer is due a refund, an adjustment shall be made up to one year. However, if documented proof is presented of the overcharges, adjustments shall be made for the entire period of the overcharges.

If the customer is undercharged, the Company may backbill the customer for the amount which was underbilled. The backbilling is not to exceed twelve (12) months unless the Company can produce records to identify and justify the additional amount of backbilling. The Company, however, will not disconnect service if the customer fails to pay charges arising from an underbilling more than twelve (12) months prior to the date the Company initially notified the customer of the amount of the undercharge and the total additional amount due.

4.6.7 Disputed Bills

- A. In the event of a dispute between a customer and the Company regarding any bill for utility service, the Company shall forthwith make such investigation as shall be required by the particular case, and report the results thereof to the customer and, in the event the dispute is not resolved, shall inform the customer of the complaint procedures of the Commission.
- B. A customer's service shall not be subject to discontinuance for nonpayment of that portion of a bill under dispute pending the completion of the determination of the dispute, but in no event to exceed sixty (60) days. The customer is obligated to pay any billings not disputed. Undisputed amounts are subject to discontinuance of service.
- C. Any customer or applicant for service requesting the opportunity to dispute any action or determination of the Company under the customer service rules as set out in the Company's Tariff shall be given an opportunity for a supervisory review by the Company. If the Company is unable to provide a supervisory review immediately following the customer's request for such review, arrangements for the review shall be made for the earliest possible date. Service shall not be disconnected pending completion of the review. If the customer chooses not to participate in such review or to make arrangements for such review to take place within seven (7) days after requesting it, the Company may disconnect service, providing notice has been issued under standard disconnect procedures. Any customer who is dissatisfied with the review by the Company will be informed of their right to file a complaint and/or request a hearing before the Commission. The results of the supervisory review must be provided in writing to the customer within seven (7) days of the review, if requested.

GENERAL RULES AND REGULATIONS

4.7 LIABILITY OF THE COMPANY

4.7.1 Service Irregularities

- A. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the Company in failing to exercise reasonable supervision or to maintain proper standards of maintenance and operation, shall in no event exceed an amount equivalent to the proportionate Local Service Charge to the customer for the period of service during which such service irregularities occur and continue.

However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or failure or defects in facilities furnished by the Company which are caused or contributed to by the negligence or willful act of the customer, authorized user, or joint user or which arise from the use of customer provided premises equipment shall not result in the imposition of any liability whatsoever upon the Company.

- B. When a service or channel is temporarily surrendered by a customer, at the request of the Company, credit determined as in Paragraph A, above, will be allowed for the entire period surrendered.

GENERAL RULES AND REGULATIONS

4.7 LIABILITY OF THE COMPANY (Cont'd)

4.7.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with the Company's facilities in establishing connections to points not reached by those facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other Company or companies furnishing a portion of such service.

4.7.3 Indemnifying Agreement

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

4.7.4 Defacement of Premises

The Company is not liable for any defacement or damage to the premises of a customer resulting from the furnishing of service or the installation, attachment, or removal of the facilities furnished by the Company on such premises, when such defacement or damage is not the result of the sole negligence of the Company or its employees.

4.7.5 Service and Facilities in Explosive Atmospheres

- A. The Company does not guarantee, nor makes any warranty with respect to, service and facilities provided by it for use in an explosive atmosphere. The customer 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 customer 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 customer or others, caused or claimed to have been caused directly or indirectly by the Company's facilities.
- B. The Company may require each customer to sign an agreement for the furnishing of such service and facilities as a condition precedent to the furnishing of such service and facilities.
- C. The customer shall furnish, install, and maintain sealed conduit with explosive-proof fittings between these facilities and points outside the hazardous area where connection may be made with regular facilities of the Company. The customer may be required to install and maintain these facilities 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.

