# APPROVED

THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

Director-Administrative Services

COLUMBIA, S. C.

# GENERAL REGULATIONS

# CONTENTS

			Page No.
2.1	Applicat	tion	1
2.2	Limitat:	ions and Use of Service	ı
	2.2.1	Use of Customer's Service	1
	2.2.2	Establishment of Identity	1
	2.2.3	Unauthorized Attachments or Connections	2
	2.2.4	Miscellaneous Devices Provided by the Customer	2 2 3 3 3 3 4
	2.2.5	Broadcast of Recordings of Telephone Conversations	3
	2.2.6	Recorded Public Announcements	3
	•	Limited Communications	3
	2.2.8	<b>3</b>	3
		Unlawful Use of Service	4
	2.2.10	Cancellation of Service for Cause	4
2.3	Establis	shment and Furnishing of Service	5
	2.3.1	Availability of Facilities	5
	2.3.2	Party Line Service	5 5 5
	2.3.3	Application for Service	5
	2.3.4	Application of Rates for Business and Residence	
		Service	6
	2.3.5	Transfer of Service between Customers	9
	2.3.6	Initial Service Periods	9.
	2.3.7	Floor Space, Electric Power and Operating at the Customer's Promises	10
	2•3•ଃ	Provision and Ownership of Equipment and Facilities	10
	2.3.9	Provision and Ownership of Directories	ii
	2.3.10		11
	2.3.11	• • • • • • • • • • • • • • • • • • • •	īī
	2.3.12	Company Facilities at Hazardous or Inaccessible	ar .
		Locations	12
	2.3.13	Mork Performed Outside Regular Worlding Hours	12
		Termination of Service	12
	2.3.15	Ringer Limitations	13

#### CEMERAL REGULATIONS

# CONTENTS

Cont	inued		Page No.
2.4	Payment	Arrangements and Credit Allovances	13
	2.411 2.4.2 2.4.3 2.4.4 2.4.5	· ·	13 14 15 16 16
2.5	Liabilit	y of the Company	, 17
	2.5.1 2.5.2 2.5.3 2.5.4 2.5.5 2.5.6 2.5.7	Service Irregularities Use of Facilities of Other Connecting Carriers Indemnifying Agreement Errors in Telephone Directories Period for the Presentation of Claims Equipment in Explosive Atmosphere Defacement of Premises	17 17 17 17 18 18 19
2.6	Movement	of Exchanges Between Rate Groups	19

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#### 2.1 Application

The regulations specified herein are applicable to all communication services offered in this tariff by Williston Telephone Company, Inc. hereinafter referred to as the Company. Additional regulations, where applicable, pertaining to specific service offereings accompany such offerings in various Sections of this tariff.

#### 2.2 Limitations and Use of Service

#### 2.2.1 Use of Customer's Service

- a. Telephone equipment and facilities are furnished for the use of the customer employees, agents or representatives of the customer or members of the customer's domestic establishment except in connection with semi-public telephone service and except as the use of the service may be extended, in addition to other service which may be separately ordered, to joint users, patrons of hospitals or of hotels, members of clubs, students living in quarters furnished by schools, colleges or universities, to persons temporarily subleasing a customer's residential premises, or to tenants living in retirement complexes.
- b. Except as otherwise provided in this tariff, service furnished by the Company is intended only for communications in which the customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for use, or in the collection, transmission or delivery of any communication for others. This prohibition shall not apply to a customer who is engaged as a communications common carrier for message telegraph communications.
- c. In view of the fact that the customer 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.

#### 2.2.2. Establishment of Identity

a. The calling party shall establish his identity in the course of any communication as often as may be necessary.

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2. GENERAL Director Administrative Services COLUMBIA, S. C.

# 2.2 Limitations and Use of Service (Continued) 5-8-, 19 23

- 2.2.2 Establishment of Identity (Continued)
  - 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.
- 2.2.3 Unauthorized Attachments or Connections

No equipment, apparatus, circuit or device not furnished by the Company shall be attached to or connected with the facilities furnished by the Company, whether physically, by induction or otherwise, except as provided in this tariff. In case such unauthorized attachment or connection is made, the Company shall have the right to remove or disconnect the same; or to suspend the service during the continuance of said attachments or connection or to terminate the service.

- 2.2.4 Miscellaneous Devices Provided by the Customer
  - a. The provisions of 2.2.3 preceding shall not be construed or applied to bar a customer from using devices which serve his convenience in his use of the facilities of the Company in the service for which they are furnished under this tariff, provided any such device 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 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 telephone system or the teletypewrite system or otherwise injure the public in its use of the Company's services.
  - b. Devices provided by the customer to obtain quietness or privacy may be used in conjunction with the telephone instrument furnished to the customer by the Company, provided any such device does not involve direct electrical connection to the equipment of the Company or any change in or alteration of such equipment, or interfere with its proper functioning, or damage it in any way.
  - c. Except as otherwise provided in this tariff, nothing herein shall be construed to permit the use of a recording device or of a device to interconnect any line or channel of the Company with any other communication line or channel of the Company or of any other person.

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2. GENERAL REGULATICOLUMBIA, S. C.

# 2.2 Limitations and Use of Service (Continued) 5 8-

2.2.5 Broadcast of Recordings of Telephone Conversations

The provisions of 2.2.3 preceding shall not apply to the broadcasting of a recording of a telephone conversation during the period of recording provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the regulations governing connection with customerprovided voice recording equipment as specified in this tariff.

#### 2.2.6 Recorded Public Announcements

- a. Use of Company facilities or service in connection with automatic answering 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, customers 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.
  - (2) Private telephone numbers will not be furnished for use with recorded public announcements.
  - (3) Failure to comply with the provisions of this tariff shall be cause for termination of service.

#### 2.2.7 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.

#### 2.2.8 Transmitting Messages

The Company does not transmit messages but offers the use of its facilities for communications between customers. If because of transmission difficulties, the operator, in order to accommodate the customer, repeats messages, she is deemed to be acting as the agent of the persons involved and no liability shall attach to the Company because of any errors made by the operator or misunderstandings that may arise between customers because of the errors.

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2. GENERAL REGULATIONS

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COLUMBIA, S. C.

2.2 <u>Limitations and Use of Service</u> (Continued)

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2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued 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.

#### 2.2.10 Cancellation of Service for Cause

- a. The Company may without notice either suspend service or terminate the customer's contract without suspension of service or following a suspension of service, disconnect the service and remove any of its equipment from the customer's premises upon:
  - (1) Abandonment of the service.
  - (2) Failure of a customer to make suitable deposit as required by this tariff.
  - (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 customers; such improper use includes, but is not limited to, the use of telephone service by a customer or with his permission in connection with a plan or contrivance to secure a large colume of telephone calls, to be directed to such customer at or about the same time which may result in preventing, obstructing, or delaying the telephone service or others.
  - (7) Use of service or facilities for a call or calls, annonymous in a manner reasonable to be expected to frighten, abuse, tornent, or harass another.
  - (8) Any other violation of the Company's regulations.
- b. 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.

#### GENERAL CUSTOMER SERVICES TARIFF

WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

#### 2. GENERAL REGULATIONS

# 2.3 Establishment and Furnishing of Service

# 2.3.1 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 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.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section 5, "Charges Applicable Under Special Conditions," except as otherwise specified.

# 2.3.2 Party Line Service

(D)

# 2.3.3 Application for Service

- a. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with rates, charges, rules and regulations from time to time in force and effect.
- 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 customers 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.

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EXECUTIVE DIRECTOR

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GENERAL CUSTOMER SERVICES TARIFF

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THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

James 7. Still

Director-Administrative Services COLUMBIA. S. C.

2. GENERAL REGULATIONS J-8-, 1973

# 2.3 Establishment and Furnishing of Service (Continued)

# 2.3.3 Application for Service (Continued)

- c. If telephone service is established and it is subsequently determined that either condition in b. above 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 a rearrangement of equipment caused by a 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 customer and the installation thereof is unduly delayed by or at the request of the customer, applicable charges as specified in Section 5.3 apply for such equipment for the period of the delay.
- f. When a customer requests a change in location of all or a part of the facilities covered by his application for service or request for addition, 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.

# 2.3.4 Application of Rates for Business and Residence Service

- a. Although in general business rates apply at business locations and residence rates apply at residence locations, the determination as to whether customer service should be classified as business or residence is based on the character of use to be made of the service.
- b. Business rates apply whenever the use of the service is primarily or substantially at a business, professional, institutional or otherwise occupational nature where the listing required is such as to indicate business use.

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WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

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COLUMBIA, S. C.

# 2. GENERAL REGULATIONS

# 2.3 Establishment and Furnishing of Service (Continued)

2.3.4 Application of Rates for Business and Residence Service (Continued)

# c. (Continued)

- (1) Private residences on service not employing business listings.
- (2) Private apartments in hotels, clubs and boarding houses where service is confined to the domestic use of the customer and business listings are not employed.
- (3) The place of residence of a clergyman, physician, registered or practical nurse, dentist, veterinary surgeon or other medical practitioner or Christian Science practitioner, provided the service is not installed in that portion of the customer's residence which is used as an office, but is located in the customer's demestic establishment, and provided no business designation is employed. Titles such as "Dr.," "Rev.," "Judge," and "Professor" are not considered business designations.
- (4) Private stable or garage when strictly a part of the customer's domestic establishment.
- (5) College fraternity houses where members of the fraternity lodge within the house.
- (6) Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.
- Churches, and for public and perochial schools.
- Changes from business service to residence service are made only in the event of a change in the customer's arrangements which would entitle him to a residence classification of his service, as specified in c. above.

The business telephone number may be continued for the residence service only if all the facts indicate that the service is no longer to be used substantially for business purposes.

e. Changes from residence to business service may usually be made without change to telephone number, if the customer so desires. Service connection charges, which apply for such changes, are quoted as Section 4 of this tariff.

James 7. Still

Director-Administrative Services

COLUMBIA, S. C.

5-8- 1973

#### CETIERAL REQUIATIONS

# 2.3 Establishment and Furnishing of Service (Continued)

# 2.3.5 Transfer of Service between Customers

- a. Service previously furnished one customer may be assumed by a new customer upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for in either of two ways:
  - If the new customer, fully understanding the regulations governing the service and the status of the account, willingly assumes all obligations thereunder, future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.
  - If the new customer does not wish to assume payment of the old account a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.
- b. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former customer has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new customers, and when in the judgment of the Company a change in the telephone number is not required.
- Then a relationship does exist, business or otherwise, between the old and new customer, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.
- The charges applicable for transfers of service as indicated above are the same as the service connection charges as specified in Section 4, of this Tariff.

#### 2.3.6 Initial Service Periods

a. Unless otherwise specified, the initial service period for all services offered in this tariff is one month commencing with the date of installation of the service.

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WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

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Director-Administrative Services

COLUMBIA, S. C.

2. GENERAL REGULATIONS 5-8, 19/

# 2.3 Establishment and Furnishing of Service (Continued)

# 2.3.6 Initial Service Periods (Continued)

- b. The initial service period for Dial PBX systems is thirty-six months at the same location. For all other PBX systems an initial service period of twelve months will apply.
- c. For services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in parenthesis following the basic termination charge listed in that section of this tariff containing the service offered.
- d. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.
- 2.3.7 Floor Space, Electric Power and Operating at the Customer's Premises
  - a. The customer is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting, proper relative humidity and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the customer 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 customer.
  - b. Except as may be specified elsewhere in this tariff, all operating required for the use of communications facilities provided by the Company at the customer's premises will be performed at the expense of the customer, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

# 2.3.8 Provision and Ownership of Equipment and Facilities

a. Equipment and facilities furnished by the Company on the premises of a customer or authorized user of the service are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this tariff, 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 equipment and facilities on the customer's premises, or upon termination or cancellation of the service, to remove such equipment and facilities.

#### GENERAL CUSTOMER SERVICES TARIFF

WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

#### 2. GENERAL REGULATIONS

#### 2.3 Establishment and Furnishing of Service (Continued)

- 2.3.8 Provision and Ownership of Equipment and Facilities (Continued)
  - Customers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except upon the written consent of the Company.
  - 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 accepted.

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- 2.3.9 Provision and Ownership of Directories
  - a. Telephone Directories are distributed from time to time approximately on an annual basis by the Company. The Company will furnish, at a minimum, one directory per telephone access line in service.
- 2.3.10 Provision and Ownership of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the serviced furnished the customer. The customer has not 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 customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.3.11 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this tariff, 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 customer or wear and tear or causes beyond the control of the customer, the customer shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen. or don't incurred other persons authorized to use the service, and not

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Director-Administrative Services

COLUMBIA, S. C.

GENERAL REGULATIONS J-8- 19

# 2.3 Establishment and Furnishing of Service (Continued)

2.3.12 Company Facilities at Hazardous or Inaccessible locations.

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

2.3.13 Work Performed Outside Regular Working Hours

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

#### 2.3.14 Termination of Service

- Termination of Service by the Company
  - (1) Violation of any of the regulations contained in this tariff on the part of the customer may be regarded as sufficient cause for termination of the customer's service.
  - (2) When the service is terminated on the initiative of the Company because of violation of its regulations by the customer, the regulations stipulated below for termination of service at the customer's request apply.
  - 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 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.

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OF SOUTH CAROLINA

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2. GENERAL REGULATIONS

# 2.3 Establishment and Furnishing of Service (Continued)

2.3.14 Termination of Service (Continued)

b. Termination of Service at the Customer's Request

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 service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

#### 2.3.15 Ringer Limitations

- a. Except as provided herein, one ringer is provided for each station and such ringer is located at the station. If additional ringers are desired, or if the ringer is not located at the station, such ringers will be provided as specified for in Section 14 of this tariff. Where two ringers per main station cannot be furnished on a rural line with one or more extension stations, the ringer may be located away from a station without additional charge provided the ringer remains in the same building as the main station.
- b. The number of ringers directly connected to the line (including that furnished with the main station) is limited to four per main station in the case of individual and twoparty lines, to two per main station in the case of fourparty lines, and to one per main station in the case of rural lines.
- c. Ordinarily in connection with individual line, party line, and Centrex station line service, a ringer is permanently connected to the line. However, at the customer's request, a ringer cut-off may be provided at rates applicable in Section 14 of this Tariff.

# 2.4 Payment Arrangements and Credit Allowances

#### 2.4.1 Advance Payments

a. An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other non-recurring charges plus charges for one month of service.

#### GENERAL CUSTOMER SERVICES TARIFF

# WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

#### 2. GENERAL REGULATIONS

# 2.4 Payment Arrangements and Credit Allowances (Continued)

# 2.4.1 Advance Payments (Continued)

- b. The amount of any advance payment collected is credited to the subscriber's account after service is established.
- c. In addition to the advance payment specified in the preceding paragraph, an applicant for telephone service (the furnishing of which involves an unusual installation expense) may, if it is deemed necessary by the Company in safeguarding its interests, be required to make an advance payment of such proportion of the estimated cost as is to be borne by the applicant in addition to such service connection charges as are applicable.

THE PUBLIC SERVICE COMMISSION OF SOUTH CANDALIS

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d. The amount of any advance payment collected because of unusual installation expense is credited to the applicant's account as applying against the construction or installation charge. If the amount of such advance payment collected is in excess of the proportion of such costs to be borne by the applicant, the amount of excess is either returned to the customer or credited to his account.

# 2.4.2 Deposits

a. The Company may, in order to safeguard its interest, require an applicant for or customer 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.

#### **GENERAL EXCHANGE TARIFF**

# WILLISTON TELEPHONE COMPANY

South Carolina

Section 2 First Revised Sheet 15 Cancels Original Sheet 15

#### **GENERAL REGULATIONS**

# 2.4 Payment Arrangements and Credit Allowances (Continued)

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#### 2.4.2 Deposits (Continued)

d. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the Company's regulations 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 nonpayment of any sums due the Company.

#### 2.4.3 Payment for Service

- a. The customer is responsible for payment of all charges in conjunction with the services furnished him including collect long distance messages, which have been accepted at the customer's telephone and long distance messages originating at the customer's station.
- b. The customer shall pay on a monthly basis in advance or shall pay on demand all charges for service and equipment, and shall pay on demand all charges for long distance service. Special billing arrangements may be established for services provided to certain Governmental agencies.
- c. Bills are due upon receipt and are payable to the Company or to any agency duly authorized to receive such payment.
- d. Failure to receive a bill does not relieve the customer of the responsibility for payment in accordance with the provisions set forth herein.
- e. Should service be suspended for non-payment of charges, it will be restored only as provided under "Restoration Charge" in Section 4 of this Tariff.
- f. When the service has been disconnected for non-payment, 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 Tariff.

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THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

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ISSUED: December 29, 2006 EFFECTIVE: January 12, 2007

BY: Jeff Jung, Vice-President

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#### **GENERAL EXCHANGE TARIFF**

#### **WILLISTON TELEPHONE COMPANY**

South Carolina

Section 2
Third Revised Sheet 16
Cancels Second Revised Sheet 16

#### **GENERAL REGULATIONS**

# 2.4 PAYMENT ARRANGEMENTS AND CREDIT ALLOWANCES (Continued)



#### 2.4.3 Payment for Service (Continued)

g. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for non-payment of charges, 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 non-payment of any such or other charges due and unpaid or for any violation of the provisions of this tariff; nor shall the failure to suspend or disconnect service for non-payment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for non-payment of such account or of any other past due account.

(D)

#### 2.4.4 Provision for Certain Local Taxes and Fees

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- a. When any municipality, other political subdivision, local agency of government or South Carolina Public Service Commission imposes upon and collects from the Company, a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.
- b. The Company may adjust its rates and charges or impose additional rates and charges on its customers in order to recover amounts it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

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OF SOUTH CAROLINA

DEC 1 5 1993

EXECUTIVE DIRECTOR

ISSUED: December 7, 1998

EFFECTIVE: January 1, 1999

BY: G.R. Barnes, President

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APPROVED
THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

2. CENERAL REGULATIONS

James 74. Still

# 2.5 Liability of the Company

Director-Administrative Services COLUMBIA, S. C.

2.5.1 Service Irregularities

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or failures 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 customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake,

omission, interruption, delay, error or defect in transmission

or defect or failure in facilities occurs.

2.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's 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.

2.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the customer or customers 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 customer; and against all other claims arising out of any act of omission of the customer in connection with the facilities provided by the Company.

- 2.5.4 Errors in Telephone Directories
  - a. The Company, except as provided herein, assumes no liability for damages claimed on account of errors or omission from the directories and, in accepting listings as prescribed by applicants or customers, will not assume responsibility for the result of their publication in the directory.

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OF SOUTH CAROLINA

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2. GENERAL REGULATIONS

Director-Administrative Services COLUMBIA, S. C.

2.5 Liability of the Company (Continued)

19

2.5.4 Errors in Telephone Directories (Continued)

a. (Continued)

Claims for damages on account of interruptions to service due to errors or omissions in directory listings will be limited to an amount equivalent to such proportion of the customer's service as is affected, the maximum liability not to exceed one-half the service charges for the period from the date of issuance of the directory in which the error occurred to the date of issuance of a new directory containing the proper listing.

b. In the case of additional or joint user listings in the alphabetical section of the directory for which a charge is made, the Company's liability shall be limited to an amount not to exceed the established rate for such listing during the period which the error or omission continues.

2.5.5 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.

- 2.5.6 Equipment in Explosive Atmosphere
  - a. The Company does not guarantee nor make any warranty with respect to equipment 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 installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of said equipment so provided.
  - b. The Company may require each customer to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

#### 2. GENERAL REGULATIONS

- 2.5 Liability of the Company (Continued)
  - 2.5.6 Equipment in Explosive Atmosphere
    - c. The customer shall furnish, install and maintain sealed conduit with explosive-proof fittings between this equipment 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 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.
  - 2.5.7 The Company is not liable for any defacement of or damage to the premises of a customer 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.
  - 2.5.8 Local Service Guarantee Credit

The Company will provide a one (1) month local service guarantee credit, which includes all recurring items of local service billed on the customer's current bill when the Company fails to provide specified levels of customer service. This program provides for credits to all residential and single line business customers bills when the Company does not meet the service standards outlined below:

THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

NOV 23 1993

Charle U- Balletter EXECUTIVE DIRECTOR

ISSUED: October 5, 1993

EFFECTIVE: November 5, 1993

BY: Donald R. Brown, President

#### **GENERAL EXCHANGE TARIFF**

# WILLISTON TELEPHONE COMPANY

South Carolina

Section 2 First Revised Sheet 20 Cancels Original Sheet 20

#### **GENERAL REGULATIONS**

# 2.5 <u>Liability of the Company</u> (Continued)

2.5.8 Local Service Guarantee Credit (Continued)



A. Missed Service Commitment: The customer will be given a one (1) month local service credit if the Company fails to meet a commitment and has not notified the customer 24 hours prior to such services as installations, changes to customer calling features, provision of optional calling plans and other similar request.

The credit will not apply if the customer could not be reached by telephone and a notice was left in a conspicuous place 24 hours prior to the commitment date and time, the customer did not make the meeting, or "out of service" conditions exists resulting from natural disasters, or circumstances beyond the control and knowledge of the Company.

B. Service Outages of More Than 24 Hours: A one (1) month local service credit will be applied to the customer's telephone bill if the Company fails to restore basic exchange telephone service within 24 hours after the interruption was reported to or discovered by the Company.

The credit will not apply if premise access is required and neither the customer nor a representative was available at the customer premise and the Company left a notice in a conspicuous place, or the customer had been disconnected for nonpayment of a bill or request for a deposit, or "out of service" conditions exist resulting from natural disasters, or circumstances beyond the control and knowledge of the Company.

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THE PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

JAN 1 2 2007

ISSUED: December 29, 2006

EFFECTIVE: January 12, 2007

BY: Jeff Jung, Vice-President

#### 2. GENERAL REGULATIONS

- 2.5 <u>Liability of the Company</u> (Continued)
  - 2.5.8 Local Service Guarantee Credit (Continued)
    - C. Repeat Customer Requests: A one (1) month local service credit will be applied to the customer's telephone bill if the Company fails to accommodate the customer's request the first time and this causes the customer to make a second request within thirty (30) days. Examples of requests which may require multiple business office contacts by a customer include those for billing name and address changes, directory listing changes, requests for cards credit directories, requests or adjustments, repeat reports of service problems, and moves of cable or drop wires.

This credit will not apply to requests beyond the control of the Company and when the Company has notified the customer.

D. Credit is NOT applicable to:

Claims for credit by customers who have been temporarily disconnected for nonpayment or are requesting reconnection from a temporary disconnect for nonpayment.

Misuse or abuse of the Company owned facilities, or if the problem is found to be associated with the THE PUBLIC SERVICE COMMISSION equipment.

OF SOUTH CAROLINA or if the problem is found to be associated with the equipment.

NOV 2 3 1993

Charle U- Balletter EXECUTIVE DIRECTOR

ISSUED: October 5, 1993

EFFECTIVE: November 5, 1993

BY: Donald R. Brown, President

#### 2. GENERAL REGULATIONS

- 2.5 Liability of the Company (Continued)
  - 2.5.8 Local Service Guarantee Credit (Continued)
    - D. Credit is NOT applicable to: (Continued)

Outages of more than 24 hours that are a result of natural disasters or circumstances beyond the control and knowledge of the Company, that occur within 24 hours of the due date where the Company could not obviously notify the customer nor perform the necessary service. Such example is where there has been a storm or other catastrophe that has caused a large number of customers to lose telecommunications services and/or other similar utility type of services.

E. Local Service Guarantee Credit includes all recurring items of local service billed on the customer's current bill.

THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

NOV 2 3 1993

Charles W. Balletton EXECUTIVE DIRECTOR

ISSUED: October 5, 1993 EFFECTIVE: November 5, 1993

BY: Donald R. Brown, President