WILLISTON TELEPHONE COMPANY, EIC. WILLISTON, SOUTH CAROLINA

17. MOBILE TELEPHONE SERVICE

CONTENTS

17.1	Application of Tariff	Page No.
17.2	Regulations	
	17.2.1 Definition	1
	17.2.2 Availability of Service	7
	17.2.3 Provision of Equipment	-t- 7
	17.2.4 Undertaking of the Telephone Company	2
	17.2.5 Obligation of Customer	2
	17.2.6 Limited Conversation	2
	17.2.7 Liability of Telephone Company	2
	17.2.8 Payment of Service	ر ا
	17.2.9 Advance Payments	4 5
	17.2.10 Deposits	1 2 2 3 3 4 5 5
	17.2.11 Initial Contract Period and Termination of	,
	Service by Customer	5
	17.2.12 Use of Service and Facilities	<i>i</i> .
	17.2.13 Service Agreements	5 6 6 6
	17.2.14 Directory and Omissions	6
	17.2.15 Denial and Restoral of Service	6
	17.2.16 Foreign Attachments or Connections	7
	17.2.17 Defacement of Premises or Property	8
	17.2.18 Maintenance and Repair	8
	17.2.19 Special Equipment and Arrangements	O O
	17.2.20 Use of Service for Unlawful Purposes	8 9 9
	17.2.21 Voice Silencers	7
	17.2.22 Miscellaneous Devices Provided by the Customer	er 10
17.3	Service Area	10
	17.3.1 Dial	10
		
17.4	Rates for Dial Systems	10
	17.4.1 General Service	10

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GENERAL CUSTOMER SERVICES TARIFF

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17. MOBILE TELEPHONE SERVICE

17.1 Application of Tariff

A. This tariff contains rules, regulations and rates applicable to radiotelephone service furnished by the , within the Service Areas herein defined in the State of South Carolina.

17.2 Regulations

17.2.1 Definition

a. Radiotelephone service is a communication service providing mobile and fixed radiotelephones through a land radiotelephone base station. Communication service includes service between a wire telephone and a mobile or fixed station radiotelephone, between two mobile or fixed station radiotelephone, dispatching service and signalling service.

17.2.2 Availability of Service

a. Radiotelephone service is available to mobile and fixed stations equipped for this service when within range and on the same channel of a land radiotelephone base station through which such service is furnished and subject to transmission limitations due to radio propagation conditions.

17.2.3 Provision of Equipment

- a. The radiotelephone equipment at the mobile station may be provided either by the telephone company or by the customer, as desired. If provided by the customer, the equipment shall be suitable for the proper operation of the service.
- associated items necessary to the furnishing of service) furnished by the telephone company on the customer's premises and at the mobile station is done by the telephone company. Equipment furnished by the telephone company on the customer's premises and at the mobile station is the property of the telephone company, whose agents and employees have the right to enter the premises and the mobile station at any reasonable hour for the purpose of installing, inspecting or repairing, or upon termination of the service, the removing of the equipment.

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17. MOBILE TELEPHONE SERVICE

17.2 Regulations (Continued)

17.2.3 Provision of Equipment (Continued)

Where the customer provides the equipment the above regulation (b) does not apply with the respect of the mobile stations.

17.2.4 Undertaking of the Telephone Company

- The telephone company's obligation to furnish radiotelephone service is dependent upon its ability to secure and retain suitable facilities and rights for the construction, operation and maintenance of the necessary equipment.
- The telephone company does not undertake to transmit messages, but offers the use of its facilities to its customer.
- In connection with signalling service the telephone company undertakes only to transmit a signal for the purpose of actuating a signal at the mobile station and accepts no responsibility for the transmission of further intelligence.

17.2.5 Obligation of Customer

- The calling party (or customer) shall establish his identity in the course of any communication as often as may be necessary.
- The calling party (or customer) shall be solely responsible for establishing the identity of the person or persons with whom connection is made at the called station.
- c. The customer's use of the radio transmitter on the mobile or fixed station shall at all times be subject to the control of the telephone company.
- The customer is required to furnish, install and maintain the storage battery and charging equipment on the mobile station required for the proper operation of the service.

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17. MOBILE TELEPHONE SERVICE

17.2 Regulations (Continued)

17.2.5 Obligation of Customer (Continued)

- e. The customer is required to provide and maintain by ownership or rental adequate power supply at fixed stations for proper operation of the equipment.
- f. The customer is required to exercise all reasonable precaution to protect the equipment against theft and damage and upon termination return in good condition all the equipment furnished by the telephone company, reasonable wear and tear excepted.
- g. The customer is required to make available for periodic inspection and tests the mobile station equipment furnished by the telephone company at a time and location mutually agreed upon by the customer and the telephone company.
- h. The customer must have periodic measurements performed as required by the Federal Communications Commission when the radiotelephone equipment is owned by the customer.

17.2.6 Limited Concernation

a. The telephone company reserves the right to limit the length of local conversations.

17.2.7 Liability of Telephone Company

a. In view of the possibility of errors and difficulties occurring in the transmission of messages over the facilities furnished by the telephone company and of the other uses for which facilities may be furnished by the telephone company, and because of the unavoidableness of such errors and difficulties, the service and facilities furnished by the telephone company are subject to the terms, conditions and limitations herein specified. In the event of an interruption to the service, which is not due to the negligence or willful act of the customer, there will be allowed a prorata adjustment of the monthly guarantee, and of any fixed monthly charges involved, for the service

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17. MOBILE TELEPHONE SERVICE

17.2 Regulations (Continued)

17.2.7 Liability of Telephone Company (Continued)

a. (Continued)

and facilities rendered useless and inoperative by reason of the interruption, during the time said interruption continues in excess of twenty-four hours from the time said interruption continues in excess of twenty-four hours from the time it is reported to the telephone company or detected by the company. For the purpose of administering this regulation, every month is considered to have thirty days.

The liability of the telephone company for damages arising out of mistakes, omissions, interruptions, delays, or errors or defects in transmission occurring in the course of furnishing service or facilities and not caused by the negligence of the customer, or of the telephone company in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omissions, interruption, delay or error or defect in transmission occurs.

The telephone company is not liable for damages for any accident or injury occasioned by the mobile station or by supplementary apparatus provided in connection therewith when such accident or injury is not due to the negligence of the telephone company.

When the lines of other telephone companies are used in establishing connection to points not reached by the telephone company's lines, the latter company is not liable for any act or omission of the other company or companies.

17.2.8 Payment of Service

a. The customer is responsible for payment of all charges for facilities and service furnished, including charges for

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17.2 Regulations (Continued)

17.2.8 Payment of Service (Continued)

a. (Continued)

> service originated or charges accepted at such facilities.

17.2.9 Advance Payments

- a. Applicants for service who have no account with the telephone company or whose financial responsibility is not a matter of general knowledge, may be required to make an advance payment at the time the application is signed, equal to the installation charges and one months charges for the services provided.
- b. The amount of the advance payment is credited to the customer's account on the first bill rendered under the contract.

17.2.10 Deposits

The telephone company may, in order to safeguard its interest, require an applicant or a customer to make a suitable deposit to be held by the telephone company as a guarantee of the payment of charges. The fact that a deposit has been made in no way relieves the applicant or customer from complying with the telephone company's regulations as to advance payments and the prompt payment of bills on presentation. At such time as the contract is terminated, the amount of the deposit is credited to the customer's account and any credit balance will be refunded. At the option of the telephone company, such a deposit may be refunded or credited to the customer at any time prior to termination of the contract. In case of a cash deposit, simple interest at the legal rate is paid for the period during which the deposit is held by the telephone company, provided the period is thirty days or more.

17.2.11 Initial Contract Period and Termination of Service by Customer

a. Contract Periods. The initial contract period for service and facilities is one year.

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17. MOBILE TELEPHONE SERVICE

17.2 Regulations (Continued)

17.2.11 Initial Contract Period and Termination of Service by Customer

b. Termination by customer - Service or facilities may be terminated by the customer at any time, subject to payment of full charges for the period service is rendered, except that, if termination occurs within the initial contract period, charges apply for the full initial contract period.

17.2.12 Use of Service and Facilities

a. The service 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 such use, or in the collection, transmission or delivery of any communication for others.

17.2.13 Service Agreements

An application for service becomes a contract upon the establishment of service. Neither the contract nor any rights acquired thereunder may be assigned or in any manner transferred. Requests for additional service. upon the establishment thereof, become a part of the original contract except that each item of additional service is furnished subject to payment of charges for the period specified under paragraph 11.

17.2.14 Directory and Omissions

The telephone company's liability arising from errors in or omissions of directory listings shall be limited to and satisfied by a refund or credit not exceeding the amount of the guarantee and fixed charges for the service during the period covered by the directory in which the error or omission occurs.

17.2.15 Denial and Restoral of Service

In the event of abandonment of the equipment provided by the telephone company, the non-payment of any sum due, the use of foul or profane expressions, the impersonation

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MOBILE TELEPHONE SERVICE

17.2 Regulations (Continued)

17.2.15 Denial and Restoral of Service (Continued)

(Continued)

of another with fraudulent intent, or of any other violation of the lawful regulations of the telephone company, of the Communications Act of 1934, as amended. or of the rules and regulations of the Federal Communications Commissions and state regulatory bodies of the telephone company may either temporarily deny service, or terminate the contract.

When the service of a customer has been temporarily denied in accordance with the preceding paragraph, but the contract has not been terminated or the order to remove the service has not been issued and completed. such service will be restored upon the payment of all charges due plus a restoral charge specified in this tariff.

Upon the use of the service for the purpose of performing any service in competition with the service which the telephone company may now or hereafter furnish, the telephone company may, by notice in writing to the customer without incurring any liability, forthwith discontinue the furnishing of said service and terminate the contract.

17.2.16 Foreign Attachments or Connections

The equipment or wiring of the telephone company at the mobile station or customer's premises shall not be attached to or used in connection with equipment, lines, or wiring excluding power outlets which are owned, furnished cr installed by other than the telephone company lnless specifically authorized in this tariff. In case any instrument apparatus or device of any kind other than that furnished by the telephone company or expressly authorized in this tariff, is attached to or used in connection with any part of the telephone company's property, the telephone company has the right to remove such instruments, apparatus, or devices or to deny service so long as such instruments. apparatus or devices are so attached or connected, or to terminate the service.

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17. MOBILE TELEPHONE SERVICE

17.2 Regulations (Continued)

17.2.17 Defacement of Premises or Property

The Telephone Company is not liable for any defacement or damage to the mobile vehicle or customer's premises resulting from the existence of the telephone company's instruments, apparatus, and associated wiring thereon. or from the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Telephone Company.

17.2.18 Maintenance and Repair

All ordinary expense for maintenance and repair of equipment provided by the telephone company is borne by the telephone company. The customer will be responsible for damages to or loss of apparatus or wiring installed by the telephone company at mobile station when caused by his negligence but not the normal wear and tear or for causes beyond his control. The customer may not rearrange, disconnect, remove or attempt to repair any equipment or wiring owned and installed by the Telephone Company or permit others to do so.

17.2.19 Special Equipment and Arrangements

a. For special equipment and arrangements furnished in excess of radio unit and accessory kit, charges equivalent to the estimated cost of furnishing such equipment and arrangements apply.

Estimated cost consist of an estimate of the following items to the extent that they are applicable:

- 1. Cost of Maintenance
- 2. Cost of operation
- Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.

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MOBILE TELEPHONE' SERVICE

17.2 Regulations (Continued)

17.2.19 Special Equipment and Arrangements (Continued)

(Continued)

- Administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items.
- 5. Any other specific items of expense associated with the particular situation.
- A reasonable amount, computed on the estimated cost installed of any facilities provided, for return and contingencies.

Estimated cost installed as mentioned in c. and f. above includes cost of equipment and materials specifically provided or used plus the estimated cost of installing including engineering, labor, supervision, transportation, rights-of-way, and any other items which are chargeable to the capital accounts.

17.2.20 Use of Service for Unlawful Purposes

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 Telephone Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

17.2.21 Voice Silencers

Devices provided by a customer to obtain quietness or privacy may be used in conjunction with the telephone instrument furnished to the customer by the Telephone Company provided they do not involve direct electrical connection to the equipment, interfere with its proper functioning or damage it.

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17. MOBILE TELEPHONE SERVICE

17.2 Regulations (Continued)

17.2.22 Miscellaneous Devices Provided by the Customer

a. The provisions of this tariff shall not be construed or applied to bar a customer from using devices which serve his convenience in the use of the facilities of the Telephone Company in the service for which they are furnished under this tariff, provided any such device so used would not endanger the safety of the Telephone 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 Telephone Company; or interfere with the proper functioning of such equipment or facilities or impair the operation of the telephone system or otherwise injure the public in its use of the Telephone Company's services.

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 Telephone Company with any other communication line or channel of the company or any other person.

17.3 Service Areas

17.3.1 Dial

a. The dial service area consists of the Williston Exchange and surrounding area with a twenty (2) mile radius.

17.4 Rates for Dial Systems

17.4.1 General Service

a. Unlimited local service is furnished between any wire telephone within the exchange for the land radiotelephone base station and a mobile unit within range of the land radiotelephone base station serving that area, or between two such mobile units.

GENERAL SUBSCRIBER SERVICES TARIFF

WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

17. MOBILE TELEPHONE SERVICE

17.4 Rates for Dial Systems (Continued)

17.4.1 General Service (Continued)

(2) Supplemental Equipment and Miscellaneous Charges (Continued)

		Monthly Rate	Installation Charge
(d)	Restoral Charge for restoring of service which has been denied under provisions of 17.2.15 of this tariff		\$ 6.00
(e)	Miscellaneous Charges		
	and the second s		

(1) Additional Directory
Listings, each line,
per month......

See Section 6 of this tariff for applicable rates

(2) Transfer of service from one customer to another no change in equipment or type of service.....

See Section 4 of this tariff for applicable service order charges

(3) Message Toll Service

All message toll telephone service is subject to the filed tariffs for the exchange of the land radiotelephone base station.

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ISSUED: December 1, 1984

EFFECTIVE: January 1. 1985

17. MOBILE TELEPHONE SERVICE

17.4 Rates for Dial Systems (Continued)

General Service (Continued) 17.4.1

- The mobile units are to be provided by the customer. (R)
- The directory listing is provided for each service. (R)
- d. Charges

(1) General Equipment Monthly Installation Rate Charge

(D)

(D)

(D)

Mobile Units furnished by others.....

\$26.00

\$10.00

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WILLISTON TELEPHONE COMPANY, INC. WILLISTON, SOUTH CAROLINA

ISSUED: December 1, 1984

EFFECTIVE: January 1, 1985

17. MOBILE TELEPHONE SERVICE

17.5 Personal Paging - Dial Interconnect - Tone Only - One-Way

This service is provided by means of pocket receiver units which are connected via radio channel or channels with a fixed central radio station. The fixed central radio station is connected with the exchange and toll network of the Company by means of local line service. When the telephone number of a particular receiver unit is dialed, the central radio station will activace the paging receiver unit, causing the pocket receiver to respond with a tone.

17.5.2	RESERVED FOR FUTURI	E FILING	(D)

17.5.3 RESERVED FOR FUTURE FILING (D)

17.5.4 Rates:			Installation Charge	Monthly Rate	
	Personal Paging Service	PATOR	\$5.00	\$11.50	(R)

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