

US South Communications, Inc.
d/b/a US South and d/b/a INCOMM
Brooks Smith, President
200 Galleria Parkway, Suite 330
Atlanta, GA 30339

Idaho Public Utilities Commission No. 1
Original Page 1

Issued: August 22, 1996
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US SOUTH COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF CHARGES FOR

RESALE OF COMPETITIVE INTRASTATE

TELECOMMUNICATION SERVICES

WITHIN THE STATE OF IDAHO

Idaho Public Utilities Commission
Office of the Secretary
ACCEPTED FOR FILING

SEP 1 - 1996

Boise, Idaho

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All the pages of this Tariff are effective as of the date shown at the top of the respective page(s).
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CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS

None

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - Change in regulation
- D - Delete or discontinue
- I - Change resulting in an increase to a customer's bill
- M - Moved from another tariff location
- N - New
- R - Change resulting in a reduction to a customer's bill
- S - Matter appearing elsewhere or repeated for clarification
- T - Change in text but no change to rate or charge

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 Cancels the 3rd Revised Page 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
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- D. Check Page - When a filing is made with the Commission, an updated Check Page accompanies the filing. The Check Page lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the Check Page is changed to reflect the revision.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

For the purposes of this Tariff, the following technical terms and abbreviations will apply.

Access Line: An Access Line is a transmission line from either the LEC's or the DUC's Point-of-Presence (POP) to the Customer's Premise(s) used to transmit voice and data Calls.

Account Code: An Account Code is a code consisting of two or more digits which is available to Customers to identify individual users and thereby allocate the cost of long distance Service.

Alternate Access: Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special Tariff rates if permitted by applicable governmental rules.

ANI: ANI is an acronym for Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for Service under this Tariff.

Application for Service: The Application for Service is the standard Company order form which includes all pertinent billing, technical, and other descriptive information which will enable the Company to provide a communication Service(s) as required.

Authorization Code: An Authorization Code is a code in numbers or letters employed to gain access to a Service.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User: An Authorized User is a person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Customer: A Business Customer is a Customer whose use of the Services is for a business, professional, institutional, or occupational purpose. Any Business Customer employee who subscribes to the Service for his or her home telephone will also be classified as a Business Customer.

Call: A Call is a completed connection between the Calling Station and Called Station.

Called Station: The Called Station is the station (e.g. telephone number) called, or the terminating point of a Call.

Calling Station: The Calling Station is the station (e.g. telephone number) from which a Call originates.

CAP: CAP is an acronym for Competitive Access Provider, which is any provider of Local Access Service other than the Local Exchange Carrier.

Channel or Circuit: A Channel or Circuit is a dedicated communications path between two or more points having a bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Company: Company refers to US South Communications, Inc. d/b/a US South and d/b/a INCOMM.

Commission: Commission refers to the Idaho Public Utilities Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer: A Customer is the person, firm, corporation, governmental unit or other entity which orders Service -- either for its own use, as a resale carrier, or as a non-profit manager of a sharing group --and which is responsible for the payment of charges and for compliance with this Tariff. If an entity orders Service in more than one city or requests the assignment of multiple account numbers, each such account is a separate Customer for billing purposes. The term Customer also includes an entity that (1) remains presubscribed to Company Service after its account(s) are removed from Company's billing system, and subsequently continues to use Company's Service, or (2) otherwise uses Service for which no other Customer is obligated to compensate the Company.

Customer Premise(s) / Customer's Premise(s): Customer Premise(s)/ Customer's Premise(s) locations are designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

Dedicated Access: Dedicated Access is dedicated Local Access between the Customer's Premises or serving wire center and the POP of the DUC selected by the Company's for origination and/or termination of Calls. This is also referred to as "special access."

DUC: DUC is an acronym for "Designated Underlying Carrier."

Exemption Certificate: An Exemption Certification is a written notification wherein the Customer certifies that its dedicated facility should be exempted from the monthly special access surcharge because, for example, the facility is associated with a Switched Access Service that is subject to carrier common line charges.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Installation: Installation means the connection of a Circuit, Dedicated Access line, or port, for new, changed or additional Service.

IXC: IXC stands for "Interexchange Carrier."

LATA: LATA stands for "Local Access Transport Area," which is a geographic area established for the provision and administration of communications Service as provided for in the Modification of Final Judgment and any further modification thereto.

LEC: LEC is an acronym for Local Exchange Carrier which is the serving telephone company providing local Services to subscribers.

Local Access: Local Access is the Service between a Customer's Premises and the designated POP of the DUC selected by the Company.

Local Access Provider: Local Access Provider is the entity providing Local Access.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D. C. 1982).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

NPA: NPA literally stands for Numbering Plan Area but is more commonly referred to as an area code.

NXX: NXX represents the first three digits of a Customer's telephone number.

NPA Centroid: NPA Centroid is the rating center which maybe to calculate mileage for inbound 800 Calls and travel card Calls.

PBX: PBX stands for "Private Branch Exchange".

PIC: PIC stands for "Primary IXC".

PLAN C: Services provisioned on DUC 3.

PLAN L: Services provisioned on DUC 1.

PLAN S: Services provisioned on DUC 2.

POP: POP is an acronym for Point-of-Presence. A POP may be (a) the central office of the DUC; (b) a location where the LEC or CAP hands off the traffic of the Company's Customers to the DUC; or (c) the location where the Customer's facility interconnects with the DUC.

PUC: PUC stands for Public Utilities Commission.

Rate Center: A Rate Center is a specified geographical location used for determining mileage measurements.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Reseller: Reseller denotes a Customer which resells the Company's Service(s).

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, non-trade, non-occupational, or non-professional purpose.

Restore: Restore means to make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the DUC(s) involved.

Route Diversity: Route Diversity is providing two Channels which are furnished partially or entirely over two physically separate routes.

Service: Service consists of any telecommunications Service provided by the Company pursuant to this Tariff.

State: State refers to State of Idaho.

Switched Access: If the Customer's location has a transmission line that is switched through the LEC or CAP to reach the network of the DUC, the access is switched.

Switched Services(s): Switched Services(s) are any Services that are described in this Tariff.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance Services resold by the Company pursuant to this Tariff.

V&H: V&H stands for "Vertical and Horizontal".

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SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

This Tariff contains the description, regulations, and rates applicable to the intrastate interLATA and intraLATA telecommunications Services contained herein originating and terminating within Idaho under the terms of this Tariff. Services are offered subject to the availability of facilities and the terms and conditions of this Tariff. This Tariff is on file with the Commission and copies may be inspected during normal business hours at the Company's principal place of business which is located at 200 Galleria Parkway, Suite 330, Atlanta, Georgia 30339.

2.2 Limitations Of Services

- 2.2.1 Services are offered subject to the availability of facilities and/or equipment from the DUC, the Company's ability to provision the order at the time the Applicant or Customer orders Service, and the provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue offering Services without liability, or to limit the use of Services when necessitated by conditions beyond the Company's control, or when the Customer is using Services in violation of the law or of the provisions of this Tariff.
- 2.2.3 Prior written permission from the Company and approval pursuant to Paragraph 2.14 are required before Customers may assign or transfer any Service. All regulations and conditions contained in this Tariff and all other applicable Service conditions will apply to all such permitted assignees or transferees.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Con't)

- 2.2.4 Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, twenty four (24) hours per day. For the purposes of computing charges in this Tariff, a month is considered to have thirty (30) days.
- 2.2.5 Service will be provided until canceled by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.2.6 Customer will not use the Company name or any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion or promotional material, or publication, contracts, or bills, etc. of the Customer without the express prior written approval of the Company.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Con't)

2.2.7 Services are furnished subject to the condition that there will be no abuse or fraudulent use of the Services. Abuse or fraudulent use of Services includes, but is not limited to:

- Use of Services to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the applicable charge; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Services by rearranging, tampering with, or making connection with any Services components of the Company or of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the charge(s) for such Services; or
- Use of the Service of the Company to send a message or messages, anonymous or otherwise, in a manner reasonably expected to frighten, abuse, torment, or harass another; or
- Use of Services in such a manner as to interfere unreasonably with the use of Services by one or more other Customers.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations of Services (Con't)

- 2.2.8 The Customer may not use Services provided under this Tariff for any unlawful purpose.
- 2.2.9 Any business Applicant or Business Customer is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment and refuses to comply with the deposit requirements set forth herein.
- 2.2.10 The Company, when acting at the Customer's request and, as its authorized agent, will make reasonable efforts to arrange for Service requirements such as special routing, Route Diversity, Alternate Access, or Circuit conditioning.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company

2.3.1 Conditions under which the Company may refuse or terminate Service without liability include:

- (A) For non-payment of any sum owing to the Company in accordance with Paragraph 2.12.2; or
- (B) For insufficient or fraudulent billing information, invalid or unauthorized telephone numbers, or pre-arranged account code numbers; or
- (C) For any violation by a Customer related to the request for such Service of either the provisions of this Tariff, including but not limited to a request for deposit, or any laws, rules, regulations, or policies; or
- (D) By reason of any order or decision of a court or other governmental authority which prohibits the Company from furnishing such Service; or
- (E) If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, or Services; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of the Company (Con't)

2.3.1 (Con't)

- (F) Failure to meet the Company's credit extension policy; or
- (G) The Company is selling, transferring, or ending the business; or
- (H) Customer is using the Service for any other purposes than that described in this Tariff; or
- (I) Customer has suspected unauthorized or fraudulent use of Service; or
- (J) If the Customer provides false information to the Company regarding the Customer's identity, after failure of the Customer to comply with a request by the Company for reasonable security for the payment of Service; or
- (K) In the event of emergency or threatened or actual disruption of Service to other Customers; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.1 (Con't)

- (L) If the Customer's use or misuse of the long distance network is for any unlawful or criminal purpose; or
- (M) If Customer refuses to allow Company reasonable access to the Customer's facilities to provision Service(s); or
- (N) If the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communication Services, or its planned use of Service(s).

In the event that the Company or the DUC learn of possible fraudulent use of any of the Company's travel card Services, the Company will make an effort to contact the Customer, but Service may be terminated or blocked without notice and without liability to the Company.

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.2 The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to:

- Unavoidable interruption in the working of transmission facilities including but not limited to fire, explosion, vandalism, cable cut, or other similar occurrence; or
- Natural disasters such as storms, fire, flood, or other catastrophes; or
- Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties, supplier failures, shortages, breaches or delays, unlawful acts of individuals including acts of the Company's agents, contractors, and employees if committed beyond the scope of their employment, or preemption of existing Services to Restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's rules and regulations; or

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

2.3.2 (Con't)

- Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

2.3.3 With respect to the Switched Services contained herein and except as otherwise provided herein, the liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing Service hereunder and not caused by the negligence or intentional acts of the Customer will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the Call during which such mistake, omission, interruption, delay, error or defect in the course of furnishing Service hereunder occurs, except in cases of willful misconduct by the Company.

2.3.4 The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service(s) or facilities or equipment associated with such Service(s).

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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company (Con't)

- 2.3.5 The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of Services when such defacement or damage is not the result of the Company's negligence. The Customer will indemnify and hold harmless the Company from any claim of the owner of the Customer's premises or other third party claims for such damages.
- 2.3.6 No agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be agents or employees of the Company without written authorization.
- 2.3.7 The Company is not liable for any damages the Customer may incur as a result of the unlawful use or use by an unauthorized person of the Company's Service(s).

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Boise, Idaho

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2.3 Liabilities of The Company (Con't)

2.3.8 This Service is furnished subject to the conditions that there will be no abuse or fraudulent use of the Service. Abuse or fraudulent use of Service includes but is not limited to:

- Use of the Service of the Company to transmit a message or to locate a person or otherwise to give or obtain information, without payment of the charge applicable for Service; or
- Obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Service by rearranging, tampering with, or making connection with any Service components of the DUC, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such Service; or
- Use of the Service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- Use of the Service in such a manner as to interfere unreasonably with the use of the Service by one or more other Customers.

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2.3 Liabilities of The Company (Con't)

2.3.9 The Company's liability will be limited to that expressly assumed in Paragraph 2.3 hereof. The Company will not be liable for any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Service provided hereunder, absent a determination of willful misconduct by judicial or administrative proceedings. With respect to any Services provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and fitness for a particular purpose.

2.3.10 The Company may rely on LECs or other third parties for the performance of Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder will not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.

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2.3 Liabilities of The Company (Con't)

2.3.11 The Company will be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of the material, data, information, or other content transmitted via Company Services(s); or
- (B) Violation by Customer of any other literary, intellectual, artistic, dramatic, musical right, or other content transmitted by the Company; or;
- (C) Violations by Customer of the right to privacy; or
- (D) Claims of patent infringement arising from combining or connecting Channels with equipment and systems of the Customer; or
- (E) Claims related to lost or stolen travel cards, except as described herein; or
- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof; or
- (G) All other claims arising out of any act or omission of the Customer in connection with Services provided by the Company; or

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2.3 Liabilities of The Company (Con't)

2.3.11 (Con't)

- (H) 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 persons, 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 such equipment where such Installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of the Company's negligence or willful action; or
- (I) Defacement of, or damage to, the premises of a Customer resulting from the furnishing, Installation, and/or removal of Channel facilities or the attachment of instruments, equipment, and associated wiring on or from the Customer's Premises; or
- (J) Claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company.

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2.3 Liabilities of The Company (Con't)

2.3.12 Where the Company's 800 Service(s) is not made available on the date committed to the Customer, or cannot otherwise be made available after the Company's acceptance of the Customer's Service order, or the Customer is provided with a number or numbers other than the one(s) committed by the Company to the Customer, and any such failure or failures is due solely to the negligence of the Company, in such case the Company's liability, if any, will be limited to the lesser of (a) the actual monetary damages incurred and proved by the Customer as the direct result of such failure or failures, or (b) the sum of \$1,000.00.

2.3.13 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties will not result in the imposition of any liability whatsoever upon the Company, and Customer will pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of defects caused by such third parties.

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2.3 Liabilities of The Company (Con't)

2.3.14 In the event parties other than Customer (e.g., Customer's customers) will have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold the Company and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties.

2.3.15 The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer will not constitute the permanent waiver of any term or condition herein. Each of the provisions will remain at all time in full force and effect until modified in writing.

2.3.16 The Company is not liable for:

- (A) Damages caused by the negligence or willful misconduct of the Customer;
or
- (B) Any failure to provide or maintain Services under this Tariff due to circumstances beyond the Company's reasonable control; or

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2.3 Liabilities of The Company (Con't)

2.3.16 (Con't)

- (C) Any other direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, Services provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings; or
- (D) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in Services contained in this Tariff; or
- (E) Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties; or
- (F) Any action, such as blocking, discontinuing, or interrupting Service(s) by the Company of all traffic or traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff in order to control fraud or non-payment. Service will be Restored as soon as it can be provided without undue risk and only after accounts have been brought current; or

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2.3 Liabilities of The Company (Con't)

2.3.16 (Con't)

(G) The use or abuse of any Service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any Calls placed by means of PBX-reorigination or any other legal or illegal equipment, Service, or device. In the case of 800 Service, this also applies to third parties who dial the Customer's 800 number by mistake.

The liability provided for above, will, in each case, be in addition to any amounts that may otherwise be due the Customer under this Tariff as a credit allowance for the interruption of Service.

- 2.3.17 The Company will make no refund of overpayments by a Customer unless the claim for such overpayment, together with appropriate evidence is submitted within two years of the date of the alleged overpayment.
- 2.3.18 With respect to Prepaid Calling Card Services, the company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition, or fitness of the information provided in connection with the use of the Services.
- 2.3.19 The above tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

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2.4 Use of Service

2.4.1 The Services offered herein may be used for any lawful purpose, including business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the DUC or others.

2.4.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User will be permitted to use such Service in the same manner as the Customer, but subject to the following:

- (A) One joint user or Authorized User must be designated as the Customer. The designated Customer does not necessarily have to have communications requirements of its own. The Customer must specifically name all joint users or Authorized Users in the application for Service. Service orders which involve the start, rearrangement, or discontinuance of joint use or authorized use Service will be accepted by the Company only from that Customer and will be subject to all regulations of this Tariff.

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2.4 Use of Service (Con't)

2.4.2 (Con't)

(B) All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User will be liable to the Company for all charges incurred as a result of its use of the Company's Service. Each joint or Authorized User must submit to the designated Customer a letter accepting contingent liability for its portion of all charges billed by the Company to the designated Customer. This letter must also specify that the joint or Authorized User understands that the Company will receive a copy of the guaranty from the designated Customer. The Customer will be responsible for allocating charges to each joint user or Authorized User.

2.4.3 In addition to the other provisions in this Tariff, Customers reselling Company Services will be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between the Company and the Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

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2.4 Use of Service (Con't)

2.4.4 Service furnished by the Company will not be used for:

(A) Any unlawful or fraudulent purposes as defined herein; or

(B) Any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, an enhanced or electronic Service provider who has subscribed to the Service(s). However, this provision does not preclude an agreement between the Customer, Authorized User, or joint user to share the cost of the Service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.

2.4.5 A Customer of 800 Service(s) will provide not less than ten (10) business days' notice prior to implementation of special advertising or other new promotions likely to stimulate usage.

2.4.6 If a Customer of 800 Service(s) is found to be non-compliant in passing back appropriate answer supervision, the Company reserves the right to suspend Service temporarily and/or deny requests for additional Service. The Company will give the Customer ten (10) days' written notice via certified U.S. Mail of intent to suspend or deny Service due to such non-compliance.

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2.4 Use of Service (Con't)

- 2.4.7 The Company reserves the right to require Customer(s) requesting 800 Service will supply the following information when requesting Service: an initial traffic forecast, identification of anticipated busy hour, identification of its geographical marketing target areas, and a schedule of marketing and promotional activities. A new traffic forecast will be submitted quarterly after Service is initiated.
- 2.4.8 The Customer will be billed directly by the LEC or CAP or any other authorized access provider for the Dedicated Access arrangements selected by the Customer for the provisioning of certain Switched Services or Dedicated Access Services. At the Customer's request, the Company may act as agent in the ordering of such arrangements. In instances where the Company orders such arrangements as an agent for the Customer, the Company will bill the Customer the Local Access charges.
- 2.4.9 Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon written notification to the Customer, without incurring any liability, immediately discontinue the furnishing of such Service. The Customer will be deemed to have canceled Service as of the date of such disconnection and will be liable for any cancellation charges set forth in this Tariff. If the Customer uses 10XXX or other carrier access codes once the Customer's account has been canceled by the Company, the Customer is a Customer of the DUC not the Company.

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2.5 Obligations of the Customer

2.5.1 The Customer will indemnify and hold harmless the Company against:

- Claim(s) for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted via the Service(s) contained herein; and
- Violation(s) by the Customer of any other literary, intellectual, artistic, dramatic, or musical right, or other content transmitted via Service(s); and
- Violation(s) by the Customer of the right to privacy; and
- Claim(s) of patent infringement arising from combining or connecting Company's facilities or the facilities of the DUC with apparatus and systems of the Customer; and
- All lost or stolen travel cards; and
- Any other rights whatsoever relating to or arising from message content or the transmission thereof; and
- All other claims arising out of any act or omission of the Customer in connection with any Service(s) set forth herein.

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2.5 Obligations of the Customer (Con't)

2.5.2 The Customer will be responsible for the payment of all charges for Services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the Service(s) furnished under this Tariff unless specified otherwise herein. A Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

2.5.3 The Company will not be liable to the Customer for damages or statutory penalties or be obligated to make any adjustment, refund or cancellation of charges unless the Customer has notified the Company in writing of any dispute concerning charges, or the basis of any claim for damages, within sixty (60) calendar days after an invoice is rendered or a debit is effected by the Company

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2.5 Obligations of the Customer (Con't)

2.5.3 (Con't)

for the Call giving rise to such dispute or claim. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demand.

2.5.4 The Company's failure to provide or maintain Service under this Tariff will be excused by the Customer for all circumstances beyond the Company's reasonable control.

2.5.5 The Customer will indemnify and save the Company harmless from any and all liability not expressly assumed by the Company in Paragraph 2.3 and arising in connection with the provision of Service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses (including attorneys' fees) and satisfy all judgements which may be incurred by or rendered against the Company in connection therewith.

2.5.6 The Customer is responsible for payment for all long distance Calls originated at the Customer's number(s), terminated on the Customer's 800 number, billed to the Customer's travel card or authorization code, accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying all Services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

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- 2.5.7 The discontinuance of Service(s) by the Company pursuant to Paragraphs 2.3.1 does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.
- 2.5.8 The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the long distance network. The Customer will ensure that the signals emitted into the network of the DUC do not damage equipment, injure personnel, or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer will comply with applicable LEC signal power limitations.
- 2.5.9 If as a result of inaccurate information provided by the Customer, Circuits need to be moved, replaced, or redesigned, the Customer is responsible for the payment of all such charges. In the event the Company incurs costs and expenses caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.5 Obligations of the Customer (Con't)

2.5.10 For a Customer subscribing to Switched Service(s) set forth herein utilizing Dedicated Access to be exempted from the monthly special access surcharge, the Customer must provide the Company an executed Exemption Certificate. The Customer may only be exempted from the monthly special access surcharge if the Customer's facility:

- terminates on a device incapable of connecting the network of the DUC selected by the Company with the local exchange network; or
- is associated with a Switched Access Service that is subject to carrier common line charges; or
- constitutes a private line facility used for telex service or radio or television transmissions.

2.5.11 If the Customer resells Service(s) set forth herein, the Customer assumes sole responsibility to provide all billing, collection, and customer service functions for all of its locations, including resolving any unauthorized presubscription disputes.

Customers reselling the Customer's Services must have the appropriate certification in all areas where Service is provided. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

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2.5.12 If the presubscription of any line of a Reseller is unauthorized, the Company may charge the Reseller for the unauthorized presubscription change charges plus all additional charges imposed and costs incurred. The Reseller is financially liable for all lines at all locations until such time as the lines and/or locations are presubscribed to a different interexchange carrier. In instances where the Reseller has presubscribed lines and/or locations to its Service without proper authorization, the Reseller must:

- (A) Inform the premises owner/occupant at each location of the unauthorized change in IXCs; and
- (B) Insure that each such location is returned to the IXC of choice; and
- (C) Pay all applicable conversion charges.

2.5.13 In the event of non-payment by a Reseller's end user, the Company may be requested by the Reseller to block such end user's location because of non-payment of charges. The Reseller must certify that proper notice has been given to the premises owner/occupant at such location. Proper notice must meet state and federal rules for blocking Service due to non-payment. The Reseller is responsible for all costs incurred to disconnect or block the location from the Company's Service(s).

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2.5 Obligations of the Customer (Con't)

2.5.14 The Customer will be liable for:

- (A) Reimbursing the Company for all loss as a result of theft, fire, flood or other catastrophes of Company or DUC provided equipment or facilities on the Customer's Premises; and
- (B) Reimbursing the Company for damages to facilities or equipment caused by the negligence or wilful acts of the Customer's officers, employees, agents, or contractors.

2.5.15 In addition to the other provisions in this Tariff, Customers reselling Service will be responsible for securing and maintaining all necessary state certifications and tariffs or price lists and F.C.C. tariffs for operating as a reseller and for complying with the rules and regulations as set forth by the various state regulatory agencies. Further, the Customer also assumes full responsibility for complying with the Communications Act and the rules, regulations, and decisions of the Federal Communication Commission. Failure to comply with any term, rule, or regulation of this Tariff may result in the Company immediately and irrevocably terminating Service(s) without incurring any liability. Notification of termination of Service(s) may be done in person or in writing.

2.6 Restoration of Service

The use and restoration of Service in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the F.C.C.

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2.7 Interruption of Service

2.7.1 General

It will be the obligation of the Customer to notify the Company of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer will ascertain that the interruption is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

2.7.2 All Services

Credit allowances for the interruption of usage-sensitive Services will be limited to the applicable initial period charge for the Call interrupted, subject to the limitation of liability provision set forth in Section 2.3 preceding.

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2.8 Customer Service

2.8.1 General

Customer Service may be contacted in writing at 200 Galleria Parkway, Suite 330, Atlanta, GA 30339. Customers may also contact Customer Service by dialing a toll free number (800) 305-6009. Service representatives are available to assist with Customers inquiries from 7:00 AM to 6:00 PM (Eastern time), Monday through Friday, excluding holidays. If a Customer calls Customer Service after hours, the call goes to an answering service. If the call is not an emergency, a return call will be made the next business day. If the call is a Service emergency, a customer service representative is paged to contact the Customer. The toll free number is listed on the Customer's bill.

2.8.2 Billing Inquiries

Billing inquiries may be referred to the Company's Customer Service organization as indicated in Paragraph 2.8.1 above. If the Customer is not satisfied with the resolution of a bill dispute, the Customer may contact the Commission for resolution of the dispute.

2.8.3 Service Difficulties

Service difficulties may be referred to the Company's Customer Service organization, as indicated in Paragraph 2.8.1 above.

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2.9 Obtaining Service

2.9.1 Application for Service

To obtain Service, the Company requires the Customer to complete a letter of agency or other authorization it deems appropriate.

2.9.2 Establishment of Credit

(A) Applicant

The Company reserves the right to examine the credit record and check the references of all Applicants and Customers. The Company may examine the credit profile/record of any Applicant prior to accepting the Service order or Customer's deposit. These will not in themselves obligate the Company to provide Services or to continue to provide Services, if a later check of Applicant's credit record is, in the opinion of the Company, contrary to the best interests of the Company.

(B) Customer

If the conditions of Services or the basis on which credit was originally established have materially changed, an existing Customer may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer at any time.

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2.9 Obtaining Service (Con't)

2.9.3 Deposits

(A) General

Any Applicant whose credit has not otherwise been duly established as provided in Section 2.9.2 hereof may be required to make a deposit to be held as a guarantee of payment of charges. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held in the event that the conditions of Service or basis on which credit was originally established have materially changed.

(B) Amount of Deposit

The amount of any deposit will not exceed the estimated charges for two months' Service. The Company will determine the amount of the deposit.

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2.9 Obtaining Service (Con't)

2.9.3 Deposits (Con't)

(C) Interest on Deposits

The Company will pay interest on deposits in accordance with Commission rules and regulations.

(D) Return of Deposit

A deposit will be returned:

- when an application for Service has been canceled prior to the establishment of Service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned.
- at the end of one year of satisfactory credit history.
- upon discontinuance of Service. The Company will refund the Customer's deposit or the balance in excess of unpaid bills.

Notwithstanding the foregoing, prior to the return, deposits will be applied to any outstanding charges to the Customer for Service, and only the excess, if any, will be returned.

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2.10 Rendering and Payment of Bill

2.10.1 General

Bills are sent to the Customer's billing address as shown on their account. Payment in full is due upon receipt but no later than the due date stated on the bill.

Payments will be made directly to the address indicated on the bill. Failure to remit payment by the due date will result in a late charge.

2.10.2 Billing Period

The billing period is a month. The Company uses cycle billing. Charges may be assessed for unbilled traffic for up to two years in arrears.

2.10.3 Late Charge

If a Customer's bill is not paid within thirty (30) days from the due date, the Company may impose a late charge of 1.5% per month on the delinquent amount.

2.10.4 Billing Disputes

Billing disputes are handled by the Company's Customer Service organization. See Paragraph 2.8.

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2.10 Rendering and Payment of Bill (Con't)

2.10.5 Rendering Bill

Bills will be sent to the current billing address no later than forty five (45) days following the close of billing.

2.11 Cancellation of Service By Customer

2.11.1 General

A Customer may only cancel Services by giving thirty (30) days' written notice to the Company. Such notice should be addressed to the Company's Customer Service organization at the address specified in Paragraph 2.8.1. Upon receipt of the written notice, the Company places an order with the DUC to cancel Service. Depending on the new IXC selected by the Customer, the DUC may have to advise the LEC to cancel Service.

2.11.2 Customers With Switched Access

Cancellation of Service(s) will be effective when the LEC changes the PIC code, or when the DUC or CAP cancels the Services, as authorized by the Customer.

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2.11 Cancellation of Service By Customer (Con't)

2.11.3 Customer With Dedicated Access

Cancellation of the Customer's Services will be effective when the DUC cancels the ANIs submitted by the Company, or when the Customer's Dedicated Access facilities are moved to another IXC, as authorized by the Customer.

2.12 Termination of Service By Company

2.12.1 Notice of Service Termination

If payment is not received by the time the next months' bill is sent to the Customer, the bill will include a termination notice. Every effort will be made to provide a Customer five (5) days' written notice of termination of Service. However, under certain circumstances including but not limited to emergency or threatened or actual disruption of Service to other Customers, the Company may terminate Service without notice. See Section 2.3 for conditions whereby the Company may refuse or terminate Service without incurring liability. Notices may be given orally or in writing. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class. A Company representative will call the Customer and advise the Customer that their service is being disconnected in twenty-four (24) hours.

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2.12 Termination of Service By Company (Con't)

2.12.2 Non-Payment

If payment is not received within thirty (30) days from the billing date, a termination notice is sent to the Customer. Service will not be terminated if the Company receives payment prior to the termination date listed on the termination notice or if the Company and the Customer have entered into a payment arrangement.

2.12.3 Charges Owed

The discontinuance of Service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive, and the Company will at all times be entitled to all rights available to it under either law or equity.

2.13 Taxes

In addition to the charges specifically pertaining to the Services, certain federal, state, and local surcharges, taxes, gross receipts, and fees will be applied to these Services. These taxes, surcharges, and fees are calculated based upon the amount billed to the end user for Service(s). All state and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.

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2.13 Taxes (Con't)

A Customer claiming tax exempt status must provide the Company with copies of all tax Exemption Certificates and documents required by the Company at the time Service is ordered in order to be granted tax exempt status. Failure to provide the required documentation at the time Service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's Service and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after Service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. In the event taxes are erroneously paid, the Company is not liable for refunding any such payments to the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of Service.

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