

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION
1	Original	29.4	5 th Revised	52	Original
2	Original	29.5	5 th Revised	53	9 th Revised
3	14 th Revised *	29.6	5 th Revised	54	5 th Revised
4	Original	29.7	5 th Revised	55	5 th Revised
5	1 st Revised	29.8	5 th Revised	56	5 th Revised
6	Original	29.9	5 th Revised	57	9 th Revised
7	1 st Revised	29.10	5 th Revised	58	9 th Revised
8	6 th Revised	29.11	5 th Revised	59	13 th Revised
9	1 st Revised	30	1 st Revised	59.1	2 nd Revised
10	1 st Revised	31	Original	60	12 th Revised
11	1 st Revised	32	Original	61	9 th Revised
12	1 st Revised	33	1 st Revised *	62	13 th Revised
13	6 th Revised	34	Original	63	9 th Revised
14	1 st Revised	35	Original	64	13 th Revised
15	Original	36	1 st Revised	65	12 th Revised
16	Original	37	Original	66	13 th Revised
17	Original	38	Original	67	12 th Revised
18	1 st Revised	39	Original	68	12 th Revised
19	Original	40	1 st Revised *	69	13 th Revised
20	Original	41	1 st Revised	70	12 th Revised
21	Original	42	1 st Revised	70.1	Original
22	Original	43	2 nd Revised	71	Original
23	1 st Revised	43.1	Original	72	Original
24	Original	44	Original	73	Original
25	Original	45	Original	74	Original
26	Original	46	Original	75	Original
27	Original	47	1 st Revised	76	Original
28	8 th Revised *	48	Original	77	Original
29	1 st Revised *	49	1 st Revised	78	1 st Revised
29.1	5 th Revised	50	1 st Revised	79	5 th Revised
29.2	5 th Revised	51	2 nd Revised		
29.3	5 th Revised				

* - indicates those pages included with this filing

Transmittal No. 15

Issued: March 24, 2021

Effective: April 8, 2021

Issued By:

Chris Van de Verg, Chief Regulatory Counsel
213 South Main Street
Anderson, South Carolina 29624

SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment For Service (Cont'd.)

2.10.3 Payment for Service (Cont'd.)

- I. The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to backbill for usage within two (2) years of the date upon which service was provided.

2.10.4 Disputed Charges

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim, including but not limited to the specific invoices and amounts disputed, and all reasons therefor, for the dispute to be considered a good faith dispute. (C)
(C)

The Company shall review Customer disputes in a reasonably timely fashion, and the Company shall resolve each dispute based on the terms of this tariff.

- B. Customer shall pay any undisputed charges in full by the due date of the disputed invoice(s) and in any event, prior to or at the time of submitting a good faith dispute. Failure to tender payment for undisputed invoices, or portions of disputed invoices that are undisputed, is sufficient evidence for the Company to deny a dispute due to the Customer's failure to demonstrate that the dispute was made in good faith.
- C. If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
- D. If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- E. In the event that the Company pursues a claim in Court or before any regulatory body arising out of a Customer's refusal to make payment pursuant to this Tariff, including refusal to pay for services originating from or terminating to any Company End User, and the Company prevails on all or a substantial part of its claim, Customer shall be liable for the payment of the Company's reasonable attorneys' fees expended in collecting those unpaid amounts.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.10 Billing and Payment For Service (Continued)

2.10.5 Late Payment Fees

A late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is less, shall be due to the Company for any billed amount for which payment has not been received by the Company within thirty (30) days of the invoice date of the Company's invoice for service, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, if such unpaid amount is part of a good faith dispute. If an unpaid amount is not part of a good faith dispute as described in this tariff, a late payment charge of 3.0 % per month, or the highest rate permitted by applicable law, whichever is less, will apply. If the payment due date falls on a Saturday, Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.

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2.10.6 Returned Check Charge

A service charge equal to \$35.00, or the actual fee incurred by Company from a bank or financial institution, whichever is greater, will be assessed for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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2.13 Cancellation by Company (Cont'd.)

A. For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is past due.

C. For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.

E. For use of telephone service for any property or purpose other than that described in the application.

F. For Customer's breach of any contract for service between the Company and the Customer.

H. If the Company discontinues service, it will no longer route any traffic that uses the Customer's Carrier Identification Code (CIC), Local Routing Number (LRN), carrier owned NPA-NXX or any other element used to route traffic. In the case of such discontinuance, all applicable charges, including termination charges, if any, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the five (5) days' notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the non-complying Customer without further notice. Charges for any access services the Company provides prior to routing traffic to the now discontinued Customer – i.e., 8YY queries necessary to identify the relevant Customer in advance of routing – will still apply.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D)

2.20 Mixed Interstate and Intrastate Switched Access Services

2.20.1 When mixed interstate and intrastate switched access service is provided, all charges, including nonrecurring charges, usage charges, and optional features changes shall be determined through the procedure set forth in 2.9.2, above.

2.21 Fraudulent/Unlawful Traffic ("Financial Traceback")

The Company and the Customer will work together to identify and mitigate fraudulent or otherwise illegal traffic.

The Company or the Customer may block illegal traffic to the full extent permitted by law. Any traffic delivered by the Company to the Customer that is not blocked by the Customer will be presumed to be legal traffic.

Customers may, however, dispute, and seek credits or refunds for, billing in connection with traffic that is not blocked by it or the Company pursuant to FCC 20-187. Such disputes must adhere to the requirements for billing disputes in Section 2.10.4 herein and must also include documentation that the Customer, based on the belief that the traffic was fraudulent or otherwise illegal, refunded or credited any amounts assessed to its customers in connection with this traffic or document that no customers were billed for this traffic. Billing disputes, and associated withholding of disputed amounts, based on allegations that the traffic sent to the Customer is suspect, fraudulent, or otherwise illegal which are not supported as described in this section will not be considered good faith disputes.

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