

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

\* - indicates those pages included with this filing

Transmittal No. 17

Issued: April 22, 2021

Effective: May 7, 2021

Issued By:

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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. A good faith dispute requires the Customer to provide a written claim to the Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the Customer's bill. Such claim must identify in detail the basis for the dispute, the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed, to permit the Company to investigate the merits of the dispute (alternative requirements apply for disputes based on allegations of fraudulent or otherwise illegal traffic to be considered good faith disputes, as set forth in Section 2.21 herein).

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The date of the dispute shall be the date on which the Customer furnishes the Company the information required by this Section.

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The date of resolution shall be the date on which the Company completes its investigation of the dispute, notifies the Customer in writing of the disposition and, if the billing dispute is resolved in favor of the Customer, applies the credit for the amount of the dispute resolved in the Customer's favor to the Customer's bill.

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- 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.

*Some material previously found on this page is now found on Original Page No. 28.1.*

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

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

## 2.10.4 Disputed Charges (Cont'd.)

- 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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*Material now found on this page was previously found on 9<sup>th</sup> Revised Page No. 28.*

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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% (rather than 1.5%) 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 provide, in connection with access traffic associated with the discontinued Customer, only those minimal functions necessary to identify the Customer as being the relevant carrier (i.e., 8YY database queries). The Company 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.

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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 or Otherwise Illegal 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 fraudulent or otherwise 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 unless the Customer submits a good faith dispute as described in this Section 2.21.

Customers may dispute, and seek credits or refunds for, billing in connection with unblocked traffic, based on a good faith dispute that the identified traffic is fraudulent or otherwise illegal. To qualify as good faith, disputes alleging fraudulent or otherwise illegal traffic can be sufficiently supported with documentation demonstrating that, because such traffic was fraudulent or otherwise illegal, the Customer's customer either (1) was not assessed otherwise applicable usage-based charges, or (2) the otherwise applicable usage charges were credited. 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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SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

## 3.3 Switched Access Service (Cont'd.)

## 3.3.4 Toll-Free 8YY Data Base Access Service

Toll-Free 8YY Data Base Access Service, which is available to all Customers, provides trunk-side equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an end user to toll free telephone numbers beginning with prefixes, 800, 888, 877, 866, 855, and/or subsequent toll-free codes.

## 3.3.5 Toll Free Interexchange Delivery Service

Toll Free Interexchange Delivery Service is a switched access service in which the Company switches toll-free traffic originated by any third party, including CLECs, ILECs, CMRS providers, and VoIP providers. Switched Transport, End Office, and Query elements shall apply based on the elements, or functional equivalents thereof, provided.

The IXC will be assessed a charge only for a completed data base query. A data base query consists of a signaling query and answer. The call is held at the SSP while the data base query is performed. When the database returns the signaling information to the SSP, enabling the call to be directed to the appropriate carrier, the 8YY data base query is deemed completed. Billing for the signaling will commence at the time the data base query is completed. The IXC will be assessed a charge for a completed data base query even if the underlying call is not completed (i.e., the call for which the data base query was made).

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## 3.3.6 Disallowance of one switched access rate category or element shall in no way limit Company's ability to collect switched access charges for any other rate category or element.

## 3.3.7 Where the Company contracts or otherwise arranges with another entity to provide some or all of the facilities provisioned in the course of furnishing any Switched Access Service rate category or element hereunder, the Company shall be fully entitled to charge the applicable rate category or element.

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