

ACCESS SERVICE

2. General Regulations (Cont'd)**2.1 Undertaking of the Telephone Company (Cont'd)****2.1.6 Maintenance of Services**

The services provided under this tariff shall be maintained by the Telephone Company. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Telephone Company, other than by connection or disconnection to any interface means used, except with the written consent of the Telephone Company.

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to FCC Part 68 Regulations at 47 C.F.R. section 68.110(b), the Telephone Company may, where such action is reasonably required in the operation of its business, (A) change any facilities used in providing service under this tariff, (B) change minimum protection criteria, (C) change operating or maintenance characteristics of facilities or (D) change operations or procedures of the Telephone Company. The Telephone Company shall not be responsible if the change renders customer-furnished services obsolete or requires modification of the customer-furnished services. If such change materially affects the operating characteristics of the facility, the Telephone Company will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the changes made. The Telephone Company will work cooperatively with the customer to determine reasonable notification procedures.

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2. **General Regulations** (Cont'd)

2.1 **Undertaking of the Telephone Company** (Cont'd)

2.1.8 **Refusal and Discontinuance of Service** (Cont'd)

(A) Unless the provisions of Sections 2.2.1(B) or 2.5, following apply, if a customer fails to comply with Section 2.1.6, preceding, or Sections 2.2.2, 2.3.1, 2.3.4, 2.3.5, or 2.4, following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may on thirty (30) calendar day's written notice by Certified U.S. Mail or overnight delivery to the person designated by that customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter.

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If the Telephone Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Telephone Company's right to refuse additional applications for service to the non-complying customer without further notice.

(B) Unless the provisions of Sections 2.2.1(B) or 2.5, following apply, if a customer fails to comply with Section 2.1.6, preceding, or Sections 2.2.2, 2.3.1, 2.3.4, 2.3.5, or 2.4 following, including any payments to be made by it on the dates and times herein specified, the Telephone Company may, on thirty (30) calendar day's written notice by Certified U.S. Mail or overnight delivery to the person designated by that customer to receive such notices of non-compliance, discontinue the provision of the services to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Telephone Company does not discontinue the provision of the services involved on the date specified in the thirty (30) day's notice, and the customer's non-compliance continues, nothing contained herein shall preclude the Telephone Company's right to discontinue the provision of the services to the non-complying customer without further notice.

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2. **General Regulations** (Cont'd)

2.1 **Undertaking of the Telephone Company** (Cont'd)

2.1.8 **Refusal and Discontinuance of Service** (Cont'd)

(C) In addition to and not in limitation of the provisions in (A) or (B) above, if a customer fails to comply with Section 2.4.1, following (Payment of Rates, Charges and Deposits), including any payments to be made by it on the dates, and times therein specified, the Telephone Company may take the actions specified in (A) or (B) above, with regard to services provided hereunder to that customer on fifteen (15) calendar days written notice to the person designated by that customer to receive notices of noncompliance, such notice period to start the day after the notice is sent by overnight delivery, if the customer has not complied with respect to amounts due in a subject bill or subject deposit request and either:

- (1) the Telephone Company has sent the subject bill to the customer within seven (7) business days of the bill date; or
- (2) the Telephone Company has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given; or
- (3) the Telephone Company has sent the subject deposit request to the customer more than fifteen (15) business days before notice under this section is given.

In all other cases, the Telephone Company will give thirty (30) calendar days written notice pursuant to (A) or (B) above. The Telephone Company will maintain records sufficient to validate the date upon which a bill or deposit request was sent to the customer. Action specified in (A) or (B) above, will not be taken with regard to the subject bill or subject deposit request if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) days notice period, as applicable.

(D) If notice is given by overnight delivery under (A), (B) or (C) above, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.

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- (E) The provisions in (A),(B) or (C) above shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to Section 2.4.1 (B)(3) following.

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2. General Regulations (Cont'd)

2.1 Undertaking of the Telephone Company (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(F) When access service is provided by more than one Telephone Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the Telephone Company(s) affected by the nonpayment is incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other Telephone Company(s) will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls originating or terminating within, or transiting, the operating territory of the Telephone Companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the end office Telephone Company shall apply for joint service discontinuance.

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2. **General Regulations** (Cont'd)

2.1 **Undertaking of the Telephone Company** (Cont'd)

2.1.8 **Refusal and Discontinuance of Service** (Cont'd)

- (G) If the National Exchange Carrier Association, Inc., notifies the Telephone Company that the Customer has failed to comply with Section 8 of the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC., TARIFF F.C.C. No. 5 (Lifeline Assistance and Universal Service Fund charges) including any Customer's failure to make payments on the date and times specified therein, the Telephone Company, may, on thirty days' written notice to the Customer by Certified U.S. Mail, take any of the following actions: - (1) refuse additional applications for service and/or (2) refuse to complete any pending orders for service, (3) discontinue the provision of service to the Customer. In the case of discontinuance, all applicable charges including termination charges, shall become due. (T)

2.1.9 **Limitation of Use of Metallic Facilities**

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment additions, removals, and routine preventative maintenance.

2.1.10 **Notification of Service-Affecting Activities**

The Telephone Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment additions, removals, and routine preventative maintenance.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Determination of Interstate Charges for Mixed Interstate and Intrastate Switched Access Service

When mixed interstate and intrastate Access Service is provided, all charges (i.e., nonrecurring, monthly and/or usage), will be prorated between interstate and intrastate. The percentage provided in the reports as set forth in Section 2.3.9, preceding, will serve as the basis for prorating the charges.

2.4 Payment Arrangements and Credit Allowance

2.4.1 Payment of Rates, Charges and Deposits

(A) The Telephone Company will require a deposit from all customers with a proven history of late payments to the Telephone Company and all customers who do not have established credit unless the customer is a successor of a company which has established credit and has no history of late payments to the Telephone Company. For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which payment for undisputed charges was not received within three (3) business days following the payment due date, provided the outstanding undisputed amount of each such individual unpaid bill represented at least ten (10) percent of the total charges on that individual bill. The Telephone Company will provide notice via overnight delivery to the person designated by the customer to receive such notice of the requirement to pay a deposit. The customer will be required to make payment of such deposit prior to the provision of service in those cases where the customer has not established credit with the Telephone Company, or otherwise within fifteen (15) business days of such notice. Such notice period will start the day after the notice is sent by overnight delivery. The deposit may be required prior to or after establishment of service. For new services being established, the total deposit may not exceed the estimated charges for service for a two month period. For existing service(s) such deposit will not exceed the actual rates and charges for a two month period associated with each individual bill that met the criteria for late payments specified above.

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2. **General Regulations** (Cont'd)

2.4 **Payment Arrangements and Credit Allowance** (Cont'd)

2.4.1 **Payment of Rates, Charges and Deposits** (Cont'd)

(A) (Cont'd)

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The fact that a deposit has been made does not relieve the customer from the responsibility of complying with the Telephone Company's regulations regarding prompt payment of bills. Annual interest at the rate described in Section 2.4.1(B)(3)(b), following, will be paid on all deposits held from the date the deposit is received up to and including the date the deposit is returned or credited to the customer's account. The deposit will be refunded after the customer has established a record of prompt payment for one year. When service is terminated, any deposit held will be credited on the final bill.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

- (b) If any portion of the payment is not received in immediately available funds by the due date as determined in (a), above, a late payment charge calculated at 15% annual interest will apply. Interest will be compounded monthly.

The late payment charge will be calculated from the due date to and including the date that payment is actually received by the Telephone Company. Any penalty due will be included as a separate item on the next statement issued.

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2. General Regulations (Cont'd)

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2.4 Payment Arrangements and Credit Allowance (Cont'd)

2.4.1 Payment of Rates, Charges and Deposits (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(c) A good faith dispute requires the customer to provide a written claim to the Telephone Company. Instructions for submitting a dispute can be obtained by calling the billing inquiry number shown on the customer's bill, or when available by accessing such information on the Telephone Company's website also shown on the customer's bill. Such claim must identify in detail the basis for the dispute, and if the customer withholds the disputed amounts, it must identify 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 Telephone Company to investigate the merits of the dispute.

(d) The date of the dispute shall be the date on which the customer furnishes the Telephone Company the account information required in (c) above.

(e) The date of resolution is the date the Telephone Company completes its investigation, provides written notice to the customer regarding the disposition of the claim, i.e. resolved in favor of the customer or resolved in favor of the Telephone Company, and credits the customer's account if applicable.

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2. **General Regulations** (Cont'd)

2.4 **Payment Arrangements and Credit Allowance** (Cont'd)

2.4.1 **Payment of Rates, Charges and Deposits** (Cont'd)

(B) (Cont'd)

(3) (Cont'd)

(f) In the event that a billing dispute concerning charges billed to the customer by the Telephone Company is resolved in favor of the Telephone Company, any disputed payments withheld pending settlement of the dispute shall be subject to the late payment penalty beginning 10 days after the payment date. If the dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. In this case, if full payment was made by the due date, the Telephone Company will refund the disputed amount in question plus interest. The penalty interest period shall begin 10 days following the due date or on the date the disputed amount was actually paid, whichever is later. Interest will be calculated as described in (b), preceding.

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