

A2. GENERAL TERMS AND CONDITIONS

(T)

CONTENTS

A2.1 Application	1
A2.2 Limitations and Use of Service	1
A2.2.1 Use of Subscriber's Service	1
A2.2.2 Establishment of Identity	2
A2.2.3 Terminal Equipment, Communications Systems and Customer Premises Inside Wiring	2
A2.2.4 Accessories Provided by the Subscriber	2
A2.2.5 Broadcast of Recordings of Telephone Conversations	2
A2.2.6 Recorded Public Announcements	2
A2.2.7 Limited Communication	2
A2.2.8 Transmitting Messages	2
A2.2.9 Unlawful Use of Service	2
A2.2.10 Cancellation of Service for Cause	3
A2.2.11 Reserved for Future Use	3
A2.2.12 Reserved for Future Use	3
A2.2.13 Reserved for Future Use	3
A2.2.14 Billed Number Screening	3
A2.3 Establishment and Furnishing of Service	4
A2.3.1 Availability of Facilities	4
A2.3.2 Flat and Message Rate Service	4
A2.3.3 Reserved for Future Use	4
A2.3.4 Reserved for Future Use	4
A2.3.5 Application for Service	5
A2.3.6 Application of Rates for Business and Residence Service	5
A2.3.7 Transfer of Service Between Subscribers	6
A2.3.8 Initial Service Periods	7
A2.3.9 Floor Space, Electric Power and Operating at the Subscriber's Premises	7

A2. GENERAL TERMS AND CONDITIONS

(T)

CONTENTS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.10	Provision and Ownership of Equipment and Facilities	7
A2.3.11	(DELETED)	7
A2.3.12	Provision and Ownership of Telephone Numbers	8
A2.3.13	Maintenance and Repairs	8
A2.3.14	Company Facilities at Hazardous or Inaccessible Locations	8
A2.3.15	Work Performed Outside Regular Working Hours - Other Special Requests	8
A2.3.16	Suspension of Business and Residence Service	8
A2.3.17	Termination of Service	9
A2.3.18	Ringer Limitations	10
A2.3.19	Service for Civil Defense Authorities	10
A2.3.20	Residence Service for Company Employees	10
A2.3.21	Connection with Miscellaneous Common Carriers	10
A2.3.22	Application of Rates for Extension Service	10

A2.4 Payment Arrangements and Credit Allowances

A2.4.1	Advance Payments	11
A2.4.2	Deposits	11
A2.4.3	Payment for Service	16
A2.4.4	Allowance for Outages	16.1
A2.4.5	Provision for Certain Local Taxes and Fees	16.1
A2.4.6	Reserved for Future Use	16.1
A2.4.7	Reserved for Future Use	16.1
A2.4.8	Reserved for Future Use	16.1
A2.4.9	Reserved for Future Use	16.1
A2.4.10	Payment Plans and Options for Contract Services	16.1
A2.4.11	Economic Waiver Exception to Termination Liability for Business Customers	16.5

A2. GENERAL TERMS AND CONDITIONS

CONTENTS

A2.5 Liability of the Company	17	
A2.5.1 Service Irregularities	17	
A2.5.2 Use of Facilities of Other Connecting Carriers	17	
A2.5.3 Indemnifying Agreement	18	
A2.5.4 Defacement of Premises	18	
A2.5.5 Period for the Presentation of Claims	18	
A2.5.6 Equipment in Explosive Atmosphere	18	
A2.6 Reserved for Future Use	18	
A2.7 Obligation of the Company	18	
A2.7.1 Obligation to Furnish Service	18	
A2.8 Reserved for Future Use	18	
A2.9 Customer Premises Inside Wire	18	
A2.9.1 General	18	
A2.9.2 Responsibility of the Customer	19	
A2.9.3 Provision of Network Interface	19	
A2.9.4 Point of Connection	19	
A2.9.5 Violation of Terms and Conditions	19	
A2.10 Special Promotions	20	
A2.10.1 Terms and Conditions	20	
A2.10.2 Reserved for Future Use	20	
A2.11 Trademarks and Service Marks Protection	20	
A2.11.1 Use of Trademarks and Service Marks	20	
A2.12 Reserved for Future Use	20	
A2.13 Reserved for Future Use	20	
A2.14 Customer Agents	20	
A2.14.1 General	20	
A2.14.2 Responsibility of the Agent	20	
A2.14.3 Warranty and Liability of the Agent	21	
A2.14.4 Proof of Authority	21	
A2.15 Demarcation Point	21	
A2.15.1 General	21	
A2.15.2 Definitions	22	
A2.16 Checks for Unauthorized Devices	23	
A2.16.1 General	23	
A2.17 Reserved for Future Use	26	(N)
A2.18 Reserved for Future Use	26	(N)
A2.19 Reserved for Future Use	26	(N)
A2.20 Cost Assessment Charge (CAC)	26	(N)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.1 Application

The *Terms and Conditions* specified herein are applicable to all communication services offered in this *Guidebook* by BellSouth Telecommunications, Inc., hereinafter referred to as the Company. Additional *Terms and Conditions*, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this *Guidebook*.

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A2.2 Limitations and Use of Service**A2.2.1 Use of Subscriber's Service**

- A. Except as specified following and as otherwise provided in this *Guidebook*, telephone equipment, facilities and services are furnished for the use of the subscriber, employees, agents or representatives of the subscriber or members of the subscriber's domestic establishment. Services provided to the subscriber may be shared with but not resold to the following:
 - 1. Patrons of hospitals, nursing homes, rest homes and licensed retirement centers
 - 2. Members of clubs
 - 3. Temporary occupants of resort type rental property as specified in A2.3.6
 - 4. Students living in quarters furnished by schools, colleges or universities; however, a nonprofit college or university may also share or resell service to students under the provisions of B.1.
 - 5. Persons temporarily subleasing a subscriber's residential premises
- B. Except as specified following and as otherwise provided in this *Guidebook*, service furnished by the Company is intended only for communications in which the subscriber has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by him from any other person, firm or corporation for such use, or in the collection, transmission or delivery of any communication for others. Service may be shared by the respective subscriber with the following or resold by the respective subscriber to the following:
 - 1. Clients of providers of Sharing and Resale of Telephone Services including the following:
 - a. Business end user clients of a sharing or resale provider as specified in A23.1.1,
 - b. Students, guests, patients or service providers who have telephone services extended to them by a non-profit college, university or affiliated medical center as specified in A23.1.1.
 - 2. Hotel/Motel patrons as specified in A23.1.1
 - 3. Transient tenants as specified in A23.1.1
 - 4. Patrons of Enhanced Service Providers for communications relating directly to their business.
 - 5. Customers of an International Record Carrier engaged in the provision of overseas data message service.
 - 6. Communications common carriers engaged in the provision of public telegram message business.
 - 7. Users of Access Line Service for Payphone Service Provider Telephones.
 - 8. City and county agencies within the state of North Carolina participating in the state network as provided in the North Carolina G.S.62-110 (d).
 - 9. Customers of competitive local providers (CLPs) certified by the North Carolina Utilities Commission. Certified CLPs may resell local exchange and exchange access services.
- C. Use of Long Distance Message Telecommunications Service (MTS), Wide Area Telecommunications Service (WATS) and Foreign Exchange Service (as provided in A9.1.1.I) may be extended to customers of long distance carriers authorized by North Carolina Utilities Commission (NCUC) to provide intrastate intraLATA long distance service.
- D. Use of Long Distance Message Telecommunications Service (MTS) and Wide Area Telecommunications Service (WATS) may be extended to the exception group as defined in A23.1.1.A.
- E. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the Company, and because of unavoidability of errors incident to the services and to the use of such facilities of the Company, the services and facilities furnished by the Company are subject to the terms, conditions and limitations herein specified.
- F. No subscriber may use any service listed in any part of this General *Exchange Guidebook*, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage sensitive local, message, or toll charges, whether flat rated or usage based, that would otherwise be applicable.

(T)

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(M)

(M)

(T)(M)

Pages 1.0.1 and 1.1 are hereby deleted in their entirety and removed from this Guidebook

(N)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.2 Limitations and Use of Service (Cont'd)

A2.2.2 Establishment of Identity

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary. (M1)
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location. (M1)

A2.2.3 Terminal Equipment, Communications Systems and Customer Premises Inside Wiring

(M1)

Terminal equipment, communications systems and complex customer premises inside wiring may be connected with the facilities furnished by the Company for telecommunications services as provided in Section A15. Refer to Section A2.9 for customer premises inside wiring associated with residence and business individual and party line basic exchange services.

(T)(M1)

A2.2.4 Accessories Provided by the Subscriber

(M1)

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this *Guidebook* are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of, or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

(T)(M1)

A2.2.5 Broadcast of Recordings of Telephone Conversations

(T)

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the *Terms and Conditions* governing connection with subscriber-provided voice recording equipment as specified in this Guidebook.

A2.2.6 Recorded Public Announcements

(T)

- A. Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:
 1. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the announcement is shown in the current Listing Information System.
 2. Subscribers transmitting factual public announcements such as Time, Stock Market quotations, Airline schedules and similar information are excluded from this requirement.
 3. Private telephone numbers will not be furnished for use with recorded public announcements.
 4. Failure to comply with the provisions of this *Guidebook* shall be cause for termination of the service.

(T)

A2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions.

A2.2.8 Transmitting Messages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

A2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. The Company will discontinue service or refuse to furnish service when it has reasonable grounds to believe that such service is being used or will be used in violation of the law. Reasonable grounds may include, but are not limited to, an order from a court of competent jurisdiction in which the court finds that the service is being used or will be used in violation of the law and service should be interrupted.

(M2)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.2 Limitations and Use of Service (Cont'd)

(T)

A2.2.10 Cancellation of Service for Cause

(T)(M)

- A. The Company may suspend service or terminate the subscriber's service without suspension or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:
 - 1. Abandonment of the service. (M)
 - 2. Failure of a subscriber to make suitable deposit. (M)
 - 3. Impersonation of another with fraudulent intent. (M)
 - 4. Listening in on party line conversations. (M)
 - 5. Nonpayment of any sum due for exchange, long distance or other services.
 - 6. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his permission in connection with a plan or contrivance to secure a large volume of telephone calls, to be directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.
 - 7. Abuse or fraudulent use of service; such abuse or fraudulent use includes:
 - a. The use of service or facilities 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 the service;
 - b. The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telecommunications service, by rearranging, tampering with, or making connection with any facilities of the Company, 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;
 - c. The use of service or facilities of the Company for a call or calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another;
 - d. The use of profane or obscene language;
 - e. The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.
 - 8. Any other violation of the Company's **Terms and Conditions**. (T)

Items 2 and 5 are to be administered in accordance with A2.4.2. (T)

- B. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

(T)

- C. The Company reserves the right to cancel any contract for service with and to discontinue service to any subscriber who uses any service listed in any part of this General **Exchange Guidebook**, including but not limited to such call management features as the various call forwarding features, conferencing and bridging capabilities, for the purpose of allowing the subscriber or any other telephone user to avoid usage sensitive local, message, or toll charges, whether flat rated or usage based, that would otherwise be applicable. (T)

A2.2.11 Reserved for Future Use**A2.2.12 Reserved for Future Use****A2.2.13 Reserved for Future Use****A2.2.14 Billed Number Screening**

See Section A13.21

Page 3.1 is hereby deleted in its entirety and removed from this Guidebook

(N)

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment and Furnishing of Service

A2.3.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this Guidebook provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the Terms and Conditions as set forth in Section A5, except as otherwise specified.
- D. The Company may discontinue certain Company services in geographic areas for which the Company has no customers subscribing to those services. (N)

A2.3.2 Flat Rate, Measured and Message Rate Service

- A. Residence subscribers who have two or more exchange lines in their home may elect to receive different types of service (e.g. flat rate services and measured type services) on these lines. The lines may be equipped with any combination of the service options available in their exchange.

Generally, a combination of different types of business services, i.e. any service which includes flat rate service to all or part of its local service area and any service which applies usage rates to all originated messages, will not be furnished to the same subscriber at the same business location. If a business subscriber has a grandfathered service such as Message Rate or Thrifty Caller Service, the business subscriber may also subscribe to a Community Caller Plus line so long as only one type of service is used for voice transmission. Different subscribers at the same business location, even in the same office, may each subscribe to a different type of service so long as each has a different account and the subscribers do not share a communication or other key-type system. Business subscribers may combine the services listed below with any other services at the same premises:

1. Hospital and retirement center message rate service;
2. Access Line Service for Payphone Service Provider Telephones;
3. Non-administrative lines connected to secretarial service facilities and not furnished with outward service;
4. Foreign Exchange Service;
5. Inward Only Service;
6. Back-Up Line Service;
7. Toll trunk service (toll terminals);
8. Access line services which are not part of the primary voice system at a location and are used for facsimile copy transmission only, for computer data transmission only, for electronic transmission of medical information only, for access to an automatic attendant or voice mail system only, or for contingency or temporary use only during service outages of the primary system.

Business subscribers of Sharing and Resale of Telephone Services shall be allowed to mix different types of services on the same premises as specified in A23.1.1.D.

A2.3.3 Reserved for Future Use

A2.3.4 Reserved for Future Use

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)**A2.3.5 Application for Service**

(T)

- A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with the rates, charges, *terms and conditions* from time to time in force and effect. (T)(M1)
- B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness. (M1)
- C. If telephone service is established and it is subsequently determined that either condition in B exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness. (T)(M1)
- D. When an application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed. (M1)
- E. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is unduly delayed by or at the request of the subscriber, appropriate charges apply for such equipment for the period of the delay. (M1)
- F. When a subscriber requests a change in location of all or part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he is required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.

A2.3.6 Application of Rates for Business and Residence Service

- A. In general, business rates apply at business locations and residence rates apply at residence locations as described in B and C, or as specified in A2.3.6.C.9. (T)
- B. Business rates apply whenever the use of the service is primarily or substantially of a business, professional, institutional or otherwise occupational nature or where the listing required is such as to indicate business use except as specified in A2.3.6.C.9. Business rates apply for:
 - 1. Offices, stores, factories, mines and all other places of a strictly business nature.
 - 2. Boarding houses, offices of hotels and apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries and other institutions and churches. For the purpose of this Guidebook, a boarding house is defined as a structure where rooms are rented or boarders taken.
 - 3. Residence locations, where an extension of the exchange access line is located in any place, which is not the subscriber's private residence, where business rates would apply under the provisions of this Guidebook.
 - 4. Service terminating solely on the secretarial facilities of a telephone answering bureau.
 - 5. Any location where a business designation is provided or when any title indicating a trade or profession is listed in the Company's Listing Information System, except as modified under A2.3.6.C.3.
 - 6. Resort type rental property where the owner or agent acting on behalf of the owner extends basic local exchange service to temporary occupants. Mandatory Business Measured or Message Rate Service applies when available.
 - 7. Service listed in the business section of the Company's Listing Information System.
 - 8. WatsSaver service which is consolidated from separate locations and may include residential intrastate intraLATA toll usage.

(M2)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)**A2.3.6 Application of Rates for Business and Residence Service (Cont'd)**

C. Residence rates apply for: (T)

1. Private residences on service not employing business listings. (M)
2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed. (M)
3. The place of residence of a clergyman, physician, registered or practical nurse, dentist, veterinary surgeon or other medical practitioner or Christian Science practitioner, provided no business designation is employed in the Company's Listing Information System. Titles such as "Dr.", "Rev.", "Judge", "Professor" are not considered business designations. (M)
4. Carport or garage when strictly a part of the subscriber's private residential establishment. (M)
5. Subscribers residing in college sorority or fraternity houses who order their own individual residence service for their rooms. (M)
6. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau. (M)
7. Lines which are terminated in facilities or equipment of an amateur radio licensee and used for control of amateur radio communications repeaters and for no purpose which would otherwise cause the service to be classified as business. (M)
8. Family Care Homes
A family care home is defined as a home with support and supervisory personnel that provides room and board, personal care and habilitation services in a family environment for not more than six resident handicapped persons
9. Individual lines which terminate at a private residence location for residence subscribers desiring to conduct business from their home where a business listing is not employed in the Company's Listing Information System. For this application, the subscriber may have up to ten (10) residence service lines for each account with a limit of three (3) of those lines for rotary (hunting) service.

D. If the telephone number of the existing service does not appear in the business section of the Company's Listing Information System, the business telephone number may be continued for the residence service. If the business telephone number does appear in the business section of the Company's Listing Information System, the telephone number must be changed and reference of calls will not be provided. Service charges, which apply for such changes, will apply as specified in Section A4.

E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section A4.

A2.3.7 Transfer of Service Between Subscribers

A. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in the case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to Service Charges and may be arranged for in either of two ways:

1. If the new subscriber, fully understanding the *terms and conditions* governing the service and the status of the account, willingly assumes all obligations thereunder. Future bills are then rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and listing. (T)
2. If the new subscriber does not wish to assume payment of the old account, a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.

B. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when, in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company a change in the telephone number is not required.

A2. GENERAL TERMS AND CONDITIONS

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.7 Transfer of Service Between Subscribers (Cont'd)

- C. When a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all charges due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.
- D. A Service Charge does not apply when transferring the service to the remaining spouse in the event of divorce or death of the subscriber.

A2.3.8 Initial Service Periods

- A. Unless otherwise specified, the initial service period for all services offered in this Guidebook is one month commencing with the date of installation of the service.
- B. **(DELETED)** (D)
- C. The initial service period for automatic answering or automatic answering and recording machines furnished by the Company is three months.
- D. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated by note references and text for items listed in that section of this Guidebook containing the service offered.
- E. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

A2.3.9 Floor Space and Electric Power at the Subscriber's Premises

- A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements, including but not limited to adequate lighting and temperature control, required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Any power outlets required for the operation of such facilities shall be provided by, and at the expense of, the subscriber. Any commercial power required for the operation of such facilities, except loop electronics equipment as specified following, shall be provided by, and at the expense of, the subscriber.
- B. When loop electronics equipment is deployed at the Company's discretion, the commercial power required for its operation shall be provided by, and at the expense of, the Company.

A2.3.10 Provision and Ownership of Equipment and Facilities

- A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this Guidebook, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, or to remove such equipment and facilities which are no longer necessary for the provision of service.
- B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except as expressly provided in this Guidebook or upon the written consent of the Company.
- C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

A2.3.11 **(DELETED)**

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.12 Provision and Ownership of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

A2.3.13 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this *Guidebook*, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

(T)

A2.3.14 Company Facilities at Hazardous or Inaccessible Locations

Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, and remuneration to be based on the conditions involved.

Where service is to be established at a location that has a hazardous electrical environment (e.g., an electric power substation or generating plant or a high voltage transmission tower, switching or distribution location), the customer must have high voltage isolation equipment installed at such premises before *the Company* installs its service. If the customer is aware that its premises are located where a hazardous electrical environment exists, the customer must notify *the Company* of this fact at the time its order for service is placed. *The Company* makes high voltage isolation equipment available to its customers under Special Assembly. Standard intervals do not apply for service ordered where voltage isolation equipment is required and must be installed prior to installation of service ordered from *the Company*.

(T)

A2.3.15 Work Performed Outside Regular Working Hours - Other Special Requests

The rates and charges specified in this *Guidebook* contemplate that all work in connection with furnishing (not repairing) or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing (not repairing) or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this *Guidebook*, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

(T)

A subscriber may also be required to pay the amount of additional costs incurred by the Company resulting from the subscriber's special requests for expedited shipping. The subscriber will be informed of such estimated costs prior to their incurrence by the Company.

A2.3.16 Suspension of Business and Residence Service

A. General

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of such service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
2. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
3. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.
4. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a service which is suspended may be referred to the call number of another service in the same or a distant exchange.
5. The charge for the total suspension period may be collected in advance.
6. There is no reduction in the charge for foreign central office line mileage, foreign exchange line mileage, or tie line services during the period of suspension.
7. There is no reduction in the recurring charge for Back-Up Line during the period of suspension.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.16 Suspension of Business and Residence Service (Cont'd)

B. Application Of Charges

1. Except as provided in A, in service-specific sections of this *Guidebook* and in 2, the charge for basic exchange line service and associated optional services and features during the period of suspension is 50 per cent of the rate regularly charged. Where specified in other sections of this *Guidebook*, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service specific *Guidebook* shall still apply. Service charges will continue to apply as specified in Section A4.

2. The maximum time allowed for suspension of service for any calendar year shall be six months.

Subscribers that provide emergency oriented services and meet the following criteria are allowed to have telephone facilities available on standby that can be activated in emergency situations. There will not be any recurring charges applied to these lines until they are activated for use at which time the regular business rates, *Terms and Conditions* will apply. Lines which are used for 911 and E911 also qualify for this arrangement.

- a. The primary mission of the organization is the preservation of life or property;
- b. The organization is government funded;
- c. The use of the suspended service is limited to emergency situations and kept on a standby basis during non-emergency times, except during maintenance testing by the subscriber.

The maximum number of suspendable main station lines at a customer's site will be limited to thirty (30) lines.

3. In those cases where a portion of Centrex system station lines are suspended and application of the 50 per cent rate results in a monthly amount lower than the minimum monthly charge described in Section A12, no credit is allowed toward fulfilling the initial service period.

A2.3.17 Termination of Service

A. Termination Of Service By The Company

1. Violation of any of the *Terms and Conditions* contained in this *Guidebook* on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.
2. When the service is terminated on the initiative of the Company because of violation of its *Terms and Conditions* by the subscriber, the *Terms and Conditions* stipulated below for termination of service at the subscriber's request apply.
3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair, any other service rendered to the public by the Company.

B. Termination Of Service At The Subscriber's Request

1. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

C. Termination Charge

1. A termination charge is determined by applying to the Basic Termination Charge the percentage which the unexpired portion of the Initial Service period bears to the full Initial Service period.
 - a. The Basic Termination Charge and the Initial Service Period are indicated in the Section covering the service items to which they apply. The Initial service period is shown in brackets following the amount of the Basic Termination Charge.
 - b. When a subscriber discontinues one or more units of a group of the same item, the service latest installed shall be considered as the service first discontinued.
 - c. When a subscriber cancels an order for service carrying a Basic Termination Charge prior to the establishment of that service, a termination charge applies equal to the cost incurred by the Company in engineering, ordering, and providing the service; the termination charge in this event will not exceed the Basic Termination Charge.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.3 Establishment and Furnishing of Service (Cont'd)

A2.3.18 Ringer Limitations

- A. The equivalent number of ringers directly connected to the access line is limited to four per access line in the case of an individual line. (M1)

A2.3.19 Service for Civil Defense Authorities

Where two or more central office lines are furnished to the same subscriber at the same address the Company will, upon written request of the local Civil Defense authorities concurred in by the subscriber involved, permit the use of one or more such central office lines by the local Civil Defense authorities in connection with their duly authorized emergency service and practice alerts; provided, however, that under no circumstances shall a subscriber be deprived of the use of all central office lines. No pro rata adjustment of monthly charges for interruptions under this provision will be made; nor does the Company assume any liability for any damages which may arise from such interruptions. (M1)

A2.3.20 Residence Service for Company Employees

- A. All services offered by the Company may be made available to the Company's employees at a discount.

A2.3.21 Connection with Miscellaneous Common Carriers

A. Application

1. Service is available to and from customers of Miscellaneous Common Carriers through connecting facilities provided by the Company in accordance with the provisions as set forth in 2 through 5. (T)
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications service, the Company will, at the Miscellaneous Common Carrier's request, physically connect its facilities with those of the Miscellaneous Common Carrier for the purpose of interchanging intrastate traffic in connection with the Miscellaneous Common Carrier's Domestic Public Land Mobile Radio Services (as defined in Part 22 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:

a. Two-Way Mobile Traffic

The Company will connect its facilities between any telephone exchange whose rate center is located in the Miscellaneous Common Carrier's Reliable Service Area (as defined in Part 22 of the FCC Rules) and the Miscellaneous Common Carrier's control point(s) or Communications Systems serving that Reliable Service Area.

b. One-Way Signaling Traffic

The Company will connect its facilities between any telephone exchange within which a signaling receiver is served by the Miscellaneous Common Carrier's system, and the Miscellaneous Common Carrier's control point(s) or communications systems serving that system.

3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline telephone to another landline telephone, nor shall they be switched or otherwise connected together by the Miscellaneous Common Carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area to a landline telephone or mobile unit in another Reliable Service Area. (T)(M2)
4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the Miscellaneous Common Carrier for the purpose of connection and interchanging traffic are set forth in various inter-carrier agreements between the Company and the miscellaneous common carriers or in the *Guidebooks* of the Company as appropriate. Where the state franchise area or state authorization of the Miscellaneous Common Carrier is different from the Reliable Service Area the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.
5. The connection and interchange of traffic as set forth in 1 through 4 does not constitute a joint undertaking with the Miscellaneous Common Carrier for the furnishing of any service. (T)(M2)

A2.3.22 Application of Rates for Extension Service

(M2)

In connection of automatic answering and recording devices, data sets, data access arrangements, recorder couplers, alarm couplers and other similar devices to basic exchange service at a location remote from a main or extension station set, the circuit shall be provided by an extension station line. Where such device can be connected at the location of an existing main or extension station line, no additional extension station line is required. Where on-premises mileage is applicable, it will be rated in accordance with Paragraph A13.1.3.A.3. Where off-premises channels are applicable, they will be rated in accordance with Paragraph A13.1.3.A.1, 2 and 4. (Guidebook Reference A13.1.I.J.) (T)(M2)

A2. GENERAL TERMS AND CONDITIONS

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(M)

A2.4 Payment Arrangements And Credit Allowances**A2.4.1 Advance Payments**

An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other nonrecurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.

A2.4.2 Deposits

- A. The Company may, in order to safeguard its interest, require an applicant for or subscriber to its services to make a suitable deposit to be held by the Company as a guarantee of the payment of charges. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- B. Interest at the rate of 7 per cent per annum is allowed to the subscriber during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the customer by the accrual date. Interest shall not be paid on a deposit for the period following ninety days after discontinuance of service, if during such period the Company has made a reasonable effort to refund the deposit.
- C. The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's **Terms and Conditions** as to advance payments and the prompt payment of bills on presentation or constitutes a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

(T)

Pages 12 through 15 are hereby deleted in their entirety and removed from this Guidebook

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A2. GENERAL TERMS AND CONDITIONS

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment for Service

- A. All charges due by the subscriber are payable at the Company's Business Office or at any agency duly authorized to receive such payments. If objection in writing is not received by the Company within thirty days after the bill is rendered the account shall be deemed correct and binding upon the subscriber.
- B. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.
- C. A late payment charge of six percent (6%) for residence applies to each subscriber's bill *with a balance greater than \$5.00* (including amounts billed in accordance with the Company's Billing and Collections Services) when the previous month's bill has not been paid in full within 25 days from the billing date. The percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. (C)
- A late payment charge of one percent (1%) for business applies to each subscriber's bill (including amounts billed in accordance with the Company's Billing and Collections Services) when the previous month's bill has not been paid in full within 25 days from the billing date. The percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the subscriber's current bill. (T)
- D. Should service be suspended for nonpayment of charges, it will be restored upon payment of the Line Change Charge applicable for restoration of service as provided in Section A4. When the period of suspension is less than one month, the regular charges for the full month of service shall apply.
- E. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this Guidebook.
- F. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, or otherwise discontinued, terminated or interrupted, (e.g. reacquisition customers or customers receiving service from a Competing Local Provider (CLP) who has filed bankruptcy) prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this Guidebook; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due amount.
- G. When a check or draft tendered for payment of a customer's account is subsequently returned by the institution on which it is written due to failure of the issuing institution to honor the check or draft for a good and sufficient reason, a fee will be charged the customer up to the maximum amount allowed by law for each such returned check or draft. The returned check charge also applies to returned Automatic Funds Transfer transactions.
The Company at its option for good cause may refuse to accept a check or draft tendered as payment on a customer's account.
- H. The Installment Billing option in Section A4 is available, allowing customers to spread payment of nonrecurring (installation and Service Charges) in up to twelve (12) equal installments, with no interest. Customers who have deferred payment agreements for services provided by the Company will be allowed to spread nonrecurring charges plus interest over a period in excess of twelve (12) months, over the respective period of the agreement. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payments will be revised periodically by the Company. If in the judgment of the Company the maximum interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of a lawful interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension. The deferred charges (including calculated interest) will be prorated on a monthly basis over the selected deferral period length.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.3 Payment for Service (Cont'd)

I. Toll Credit Limit (TCL)

Toll Credit Limit (TCL) is an interim phase of toll denial in lieu of local service denial. It offers subscribers the option of toll restriction while paying a deposit and/or final bill or excessive long distance charges in installments over a period of up to four months. Special provisions apply for Lifeline Service customers as specified in Section A3.31. Full toll restriction means that access to the toll network will be blocked for the subscriber. This process will use the Customized Code Restriction Option 3a at no charge for subscribers requesting new service and for existing subscribers. The Customized Code Restriction Option 3b will also be available at no charge for subscribers requesting new service while paying a deposit and/or final bill. Billed Number Screening which is also known as Toll Blocking Exception (TBE) will also be included at no charge.

1. A trial of this interim phase has been implemented for residence subscribers in North Carolina. (M)

2. The new process shall apply for subscribers requesting new service with no outstanding bill balance, subscribers requesting new service with unpaid balances from previous service, and for existing subscribers with excessive long distance charges.

a. New Service With No Outstanding Charges For Previous Service(s)

When the Company deems it necessary for a subscriber requesting new service to pay a deposit and the subscriber is unable to pay the deposit in full, the subscriber may be allowed to pay the deposit in four installments over a period of up to four months if the subscriber agrees to a full toll restriction of the service.

b. New Service With Outstanding Charges For Previous Service(s)

Subscribers requesting new service who have outstanding charges from previous service(s) with the Company, which have not yet been referred to an outside collection agency, will be allowed to select full toll restriction of the service until the charges are paid in full. These outstanding charges are usually referred to an outside collection agency after forty-five days. These subscribers can make arrangements to pay the charges in four installments over a period of up to four months.

c. Existing Service

Subscribers with higher than average toll usage between billing dates will be notified via a notice with a copy of the toll charges enclosed. Subscribers with unbilled long distance charges which exceed their normal credit limit who are unable to pay the charges in full may be allowed to retain their local service if they elect to have a full toll restriction placed on their existing service, at no charge, until the long distance charges have been paid. If these charges are not paid in full, the subscriber's service will be toll restricted at no charge. These subscribers may arrange to pay the outstanding balance in up to four installments over a period of up to four months. Suspended service is not applicable for toll credit limit. The subscriber must eliminate and avoid any overdue local balance in order to avoid disconnection of local service.

J. Local Credit Option (Obsoleted, See Section A102)

K. Miscellaneous Fees Associated With Payments

1. Payment Convenience Fee for Payment Made Via Telephone Call

A fee may apply for each instance of payment of outstanding charges when authorized by the subscriber to a service representative by telephone and when the method of payment would allow the payment to be immediately credited to the subscriber's account, such as payment via a credit card, an electronic check (eCheck), or any other discretionary type payment that may be accepted by the Company through such telephone contacts. This fee will not apply for payments taken directly by subscribers to authorized Company payment locations, payments mailed in, automatic funds transfers, payments through the Company Internet website (www.bellsouth.com or www.att.com), and other conventional methods of payments. The subscriber would be informed of any applicable charges prior to processing the subscriber's request.

a. Rates and Charges

(1) Per Telephone Request

	Rate	USOC
(a) Residence	\$5.00	NA
(b) Business	5.00	NA

Page 16.0.2 is hereby deleted in its entirety and removed from this Guidebook

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A2. GENERAL TERMS AND CONDITIONS

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A2.4 Payment Arrangements And Credit Allowances (Cont'd)

(M1)

A2.4.4 Allowance for Outages

(T)(M1)

When a service outage occurs in service provided or facilities furnished by the Company, a pro rata adjustment of the fixed monthly charges will be credited as specified following to the customer's account for the service and facilities rendered useless and inoperative. Credit will not be given for outages due to negligence or willful act of the subscriber or to the failure of the facilities provided by the subscriber. Except as otherwise specified in this *Guidebook*, when an outage is reported to the Company a credit will be automatically applied for outages in excess of twenty-four hours and will also be applied upon request for outages less than twenty-four hours. For the purpose of administering this, every month is considered to have thirty days.

A2.4.5 Provision for Certain Local Taxes and Fees

If a municipality or political subdivision collects or receives any payment or payments or any telephone service without charge or at reduced rates from the Company for or by reason of the use of the streets, alleys or public places of a municipality or political subdivision or for or by reason of the operation of the Company's business or any portion or phase thereof in the municipality or political subdivision or by reason of an agreement between the municipality or political subdivision and the Company, whether such payments or such service be called a license, occupational, privilege, franchise or inspection tax or fee or otherwise, or whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities or otherwise, the aggregate amount of such payments and such service will be billed, insofar as practical, pro rata to the exchange customers within such municipality or political subdivision, provided, however, the foregoing shall not apply to any such payment or payments or to any such telephone service without charge or at reduced rates during the term of any agreement or arrangement now in effect.

A2.4.6 Reserved for Future Use**A2.4.7 Reserved for Future Use****A2.4.8 Reserved for Future Use****A2.4.9 Reserved for Future Use****A2.4.10 Payment Plans and Options for Contract Services****A. General**

1. The *Terms and Conditions* specified herein are applicable, all or in part, for service only where stated specifically in that service's respective section of this *Guidebook*. (T)
2. Services furnished under Payment Plans for Contract Services (PPCS) are subject to all general *Terms and Conditions* applicable to the provision of service by the Company as stated elsewhere in this *Guidebook*, except as noted herein. (T)
3. The PPCS are payment plans which allow customers to pay fixed or variable rates for services provided over variable length contractual payment periods. A specific monthly rate applies for the duration of each period. Payment periods for services provided under PPCS will be described in the services' specific *Guidebook* section. The following is an example of payment periods offered. (T)
 - a. Payment Plan A - payment periods may be selected from 24 months to 48 months in length, at Payment Plan A rates and charges.
 - b. Payment Plan B - payment periods may be selected from 49 months to 72 months in length, at Payment Plan B rates and charges.
 - c. Payment Plan C - payment periods may be selected from 73 months to 96 months in length, at Payment Plan C rates and charges.
4. Payment plans may be established or renewed for a period of service beyond the longest payment plan option, provided the payment period does not exceed 120 months. Rates for the longest payment plan option will apply, unless otherwise specified in this *Guidebook*. (T)
5. When the customer orders service to be provided under a PPCS arrangement, the customer must designate to the Company the payment plan and the service period desired, e.g. Payment Plan B and sixty months. (M)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans and Options for Contract Services (Cont'd)

B. Application of Rates and Charges

- 1. Rates stabilized under a PPCS arrangement are exempt from Company-initiated increases. However, decreases (except for rates changed under a restructure) for any rate element will automatically flow through to the customer. (M)
- 2. When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period. A Service Charge will not be applicable for such renewals or changes to the payment period. (M)
- 3. Recurring rates and installation, termination, service establishment, service charges and other nonrecurring charges apply according to the appropriate schedules for service offered as associated items to the Contracted Service, and are filed elsewhere in this *Guidebook*. (T)(M)
- 4. Customer requests for inside moves of service will not affect the contract period. (M)
- 5. Where applicable, a change in jurisdiction will not constitute a disconnect of service provided the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period, whichever is greater, and provided the new PPCS arrangement is for the same customer at the same location for the same capacity service.

C. Termination Charge

- 1. In the event that all or any part of a service is disconnected at a customer's request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this *Guidebook*. (T)

D. Additions

- 1. Additions of services or rate elements, e.g. ports, new local channels, interoffice channels, etc., must be under a new PPCS arrangement at rates and charges as specified in B. (T)
- 2. Termination charges for premature disconnection of added contractual services will apply as set forth under Disconnects as stated in E. (T)

E. Disconnects

- 1. When a service or rate element, included under a PPCS arrangement, is disconnected prior to expiration of the selected service period, termination charges apply as set forth in this *Guidebook* for such service. Remaining services or rate elements will not be affected by such disconnections. (T)
- 2. When a service under a PPCS arrangement is disconnected prior to the expiration of a selected service period as a result of a change of jurisdiction, termination charges will not apply when:
 - the completed service period is twelve months, or twenty-five percent of the length of the originally selected PPCS service period, whichever is greater, and
 - the service orders to install the new service and disconnect the old service are related together and there is no lapse in service between installation of the new service and disconnection of the existing service, and
 - the service orders are for the same customer at the same location.

F. Moves of Equipment

- 1. The appropriate nonrecurring charges for inside moves for items associated with contract services as specified in this and other *Guidebooks* are applicable. This type movement will not affect the contract period. (T)
- 2. Customer requests for moves of service(s) under PPCS, other than inside moves, will be subject to the conditions stated in L. (T)

G. Requests for Changes in Length of Optional Payment Period

- 1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by:
 - a. A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) No termination charge applies for the remaining portion of the former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A Service Charge will not apply.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)**A2.4.10 Payment Plans and Options for Contract Services (Cont'd)****G. Requests for Changes in Length of Optional Payment Period (Cont'd)**

1. Subsequent to the establishment of a contract with a PPCS period, and prior to the completion of that period, the existing payment period may be replaced by: (Cont'd)
 - b. A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:
 - (1) No credit will be given for payments made during the formerly selected period.
 - (2) The new payment period begins with the new PPCS effective date.
 - (3) A termination charge applies for the remaining portion of former payment period.
 - (4) Nonrecurring charges will not be reapplied.
 - (5) A Service Charge will not apply.

H. Renewal Options

1. The customer has the following renewal options:
 - a. Prior to completion of the current payment period, any period available under the PPCS may be selected at the rates in effect for new customers at the time of the renewal. The customer will be charged the current rate for the newly selected payment period, commencing the day following completion of the prior payment period.
 - b. Service may be continued on a month-to-month basis at the current rate for the one-month payment period, unless otherwise specified in this Guidebook. The customer has no additional service commitment and, consequently, when service is terminated will not be subject to any termination charge. The one month service will be subject to Company-initiated rate adjustments.
 - c. If the customer does not elect an additional payment period or does not request discontinuance of service, service will be continued at the monthly rate currently in effect for the month-to-month payment rate, under the terms specified in b.
 - d. Letters of Election executed on or after October 1, 2012, shall automatically renew for an additional one-year term under the same rates, terms and conditions in effect under the original Letter of Election, unless the Subscriber or the Company provides written notice of its intent not to renew the Letter of Election at least sixty (60) days prior to the expiration of the initial term or any subsequent additional one-year term.
2. Service charges are not applicable for services renewed under the PPCS. Any additional service and associated new rate elements added at the time of renewal will be subject to all appropriate nonrecurring charges.
3. The Company may discontinue or change any or all renewal options.
4. When a customer renews a PPCS arrangement, the rates and charges in effect on the first day of service of the renewal will apply.
5. Recognition of previous service will be given to customers who renew an existing PPCS arrangement, for all associated rate elements at the same location(s), provided that the length of the new PPCS arrangement is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining service period of the original PPCS arrangement, whichever is greater.
6. Recognition of previous service will be given to month-to-month customers with a service date of December 15, 1995 or later who convert to a PPCS arrangement. For customers whose service date is December 15, 1995 or earlier, recognition will be given for the previous service back to December 15, 1995. For customers whose service date is later than December 15, 1995, recognition for the previous service will be given back to the actual service date.
7. To determine the appropriate PPCS for the renewed arrangement, recognition of service will consist of the sum of months in service of the completed service arrangement and the sum of the months of the proposed service period of the PPCS arrangement. For example, a PPCS arrangement for a thirty-six month service period under Payment Plan A is renewed for twenty-four months with no changes at the end of the thirty-six month period. The sum of months for the completed and proposed service periods would equal sixty months and would be billed under Payment Plan B. Another example is a Month-to-Month customer, in service for fifteen months, who wishes to convert to a sixty month PPCS arrangement with no changes. The combined service period of the Month-to-Month arrangement and the PPCS arrangement is equal to seventy-five months, which would be billed under Payment Plan C.

(T)

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.4 Payment Arrangements And Credit Allowances (Cont'd)

A2.4.10 Payment Plans and Options for Contract Services (Cont'd)

I. Transfer of Service

1. Service may be transferred to a new customer at the same location upon prior written concurrence by the new customer as specified in this *Guidebook*. This does not constitute a disconnect of service or a discontinuance of an existing PPCS arrangement. The new customer will be subject to all provisions and equipment configurations currently in effect for the previous customer. **Terms and Conditions** concerning transfer of service between subscribers as stated in other sections of this *Guidebook* also apply under PPCS.

J. Deferred Payment

1. Payment of nonrecurring charges for services under contract payment plans which provide for deferred payments may be deferred over the length of the customer's payment period or a shorter period (in annual increments) subject to the conditions specified in the *Guidebook* for the contracted service as well as the conditions following:
 - a. The charges to be deferred must be the installation, service establishment and/or other nonrecurring charges (including the applicable interest).
 - b. The payment period must be longer than one month.
 - c. The minimum amount deferrable shall be the minimum amount set forth in the specific *Guidebook* for the contracted service.
 - d. Interest on deferred amounts will be calculated at the rate set forth in the deferred payment agreement executed by the customer. The interest rate to be charged on deferred payment arrangements made on or after August 20, 1997 is 11.25 percent on an annual effective rate basis. For deferred payment arrangements made prior to August 20, 1997, the applicable interest rate is 10.5 percent on an annual effective rate basis. If, in the judgment of the Company, this interest rate allowed by law is insufficient to cover the costs of providing the deferred payment option, the Company will suspend the availability of said option until such time as the costs of providing said option can be recovered through the application of this interest rate. Suspension of the deferred payment option will not affect customers who have executed a deferred payment agreement prior to the effective date of such suspension.
 - e. The deferred charges (including interest) will be prorated on a monthly basis over the length of the selected deferral period.
 - f. All deferred charges must be paid in full when the customer:
 - (1) Disconnects service, for the system or service, prior to expiration of the deferral period.
 - (2) Fails to pay a monthly amount within thirty days of its due date.
 - (3) Selects a payment period with an expiration date prior to the expiration date of the deferral period.
 - (4) Moves a service under PPCS to another location in Company territory within the same state, with the exception of an inside move.
 - g. The customer may prepay only the total outstanding deferred charges at any time during the selected deferral period. The customer will be given a credit for the amount of unearned interest. The customer may not prepay less than the total of the outstanding deferred charges.

K. Prepayment

Under contracted services, the customer may prepay the total outstanding recurring monthly rates that are approved for prepayment, for payment periods greater than one month. The prepayment of monthly rates in no way constitutes a purchase and the Company retains full ownership of all services covered by the prepayment. The following conditions apply:

1. Customers who prepay six months or more will have an allowance applied. The prepayment interest rate is 10.5 percent on an annual effective rate basis for customers prepaying on or after August 20, 1997. For prepayments made prior to August 20, 1997, the prepayment interest rate is 8.75 percent on an annual effective rate basis.
2. Monthly rates for all services covered by a single Letter of Election must be prepaid. Monthly rates must be prepaid for services added subsequently and placed on the same Letter of Election (i.e., customer-elected coterminous option) with a prepaid service.
3. Customers who change the length of a prepaid payment period will be credited any unused portion of the prepayment, subject to termination charges as specified preceding and/or in the *Guidebook* for the contracted service.
4. Customers who prematurely disconnect will have termination or cancellation charges deducted from the prepaid amount and any balance credited to their account.

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A2. GENERAL TERMS AND CONDITIONS

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A2.4 Payment Arrangements And Credit Allowances (Cont'd)**A2.4.10 Payment Plans and Options for Contract Services (Cont'd)**

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L. Moves of Service(s) under PPCS

Termination charges will not apply to customer requests for moves of service under PPCS from one location to another location subject to the following:

1. The original and new premises locations must be in Company territory within the same state.
2. The move from the original location to the new location must be completed within thirty days of the original premises disconnect date.
3. No lapse in billing will occur for moves of service under PPCS.
4. Orders to disconnect the existing service and reestablish it at the new location must be related.
5. Any rate elements from the original location that are not reestablished at the new location will be subject to applicable termination charges.
6. Any additions made at the new location will be treated as coterminous additions in accordance with D. (T)
7. All **Terms, Conditions** and charges for changes made to the service coincident to the move shall apply. (T)
8. All appropriate nonrecurring charges for moves of service as specified in this **Guidebook** will apply. (T)
9. Moves of service that involve a change of jurisdiction, e.g., intraLATA to interstate, etc., will not be treated as a disconnect of service with regard to termination liability application. The customer must subscribe to a payment arrangement offered in the appropriate interstate tariff which is at least the minimum number of months allowable under Payment Plan A or equals/exceeds the remaining contract period, whichever is greater.

A2.4.11 Economic Waiver Exception to Termination Liability for Business Customers

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The Company will waive early-termination liability charges associated with a Local Exchange Term Election Agreement plan, program, or promotion for business customers who voluntarily and in good faith file bankruptcy under Chapter 7 of the U.S. Bankruptcy Code, 11 U.S.C. Sections 101-1330. This exception is a one-time waiver. To qualify for this waiver, subscriber must present a copy of the Chapter 7 Bankruptcy filing to **the Company**, must disconnect all their local exchange service as a result of going out of business, and must have had an existing local exchange Term Election Agreement in effect for at least six (6) months. This exception only applies to disconnects and bankruptcy filings after September 16, 2005. This waiver does not apply to product contracts, Letters of Election, Contract Service Arrangements, or Special Assembly. Subscriber may not have any other outstanding amounts due except the termination liability.

A2. GENERAL TERMS AND CONDITIONS

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A2.5 Liability of the Company

A2.5.1 Service Irregularities

- A. Damages may arise out of impairment of service provided by the Company to its subscribers. Such impairment may be caused by defects or failures in facilities, or by mistakes, omissions, interruptions, preemptions, delays, errors, or defects in the provision of its services set forth herein. Such impairment may also be caused by the Company's failure to maintain proper standards of maintenance and operation, or by its failure to exercise reasonable supervision. The Company's liability for damages caused by any such impairment shall not exceed the proportionate charge to the subscriber for the period of service during which the impairment existed. The Company has no liability for damages caused by the negligence of the subscriber.
- B. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company; (1) caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by Customer-provided equipment but which would have been prevented had Company-provided equipment been used.

C. Unauthorized Computer Intrusion

The Company's liability, if any, for its willful misconduct is not limited by this Section. With respect to any other claim or suit by a subscriber, common carrier, reseller, or any other party for damages caused by, or associated with, any unauthorized computer intrusion, including but not limited to the input of damaging information such as a virus, time bomb, any unauthorized access, interference, alteration, destruction, theft of, or tampering with, a Company computer, switch, data, database, software, information, network or other similar system, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge by the Company for the service for the period during which the service provided by the Company was affected or so utilized.

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Each subscriber of the Company shall be responsible for providing appropriate security measures to protect the subscriber's computer, data, or telecommunications network.

D. Transmission of Data

Voice-grade lines are primarily conditioned to handle data speeds up to 9.6 kilobits per second (kbps). The Company makes no guarantee that voice-grade access lines and/or facilities are suitable for the transmission of data. However, in those cases where the transmission of data is attempted, the Company shall not be held liable for any damage, harm or loss of data caused by the subscriber using the Company's voice-grade telephone access lines and/or facilities for the transmission of data. The Company's liability shall be limited to errors or damages to the transmission of voice messages over these facilities, and the liability shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

The Company's liability for damages or errors caused during the transmission of data over any of the Company's data facilities shall be limited to an amount equal to the proportionate charge for the service for the period during which the service was affected.

E. Errors or Damages Caused by System Date Limitations

The Company's liability for errors or damage resulting from the inability of the Company's systems to process dates, such as the Year 2000, shall be limited to an amount equal to the proportionate amount of the Company's billing for the period of service during which the errors or damages occur.

F. Unauthorized Devices

The Company shall not be held liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

A2.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

A2. GENERAL TERMS AND CONDITIONS

(T)

A2.5 Liability of the Company (Cont'd)

A2.5.3 Indemnifying Agreement

This Company shall be indemnified and saved harmless by the subscriber or subscribers against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

A2.5.4 Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the equipment, apparatus and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

A2.5.5 Period for the Presentation of Claims

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

A2.5.6 Equipment in Explosive Atmosphere

- A. The Company does not guarantee nor make any warranty with respect to equipment and facilities provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the subscriber or by any other party or person, 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 subscriber 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 said equipment so provided.
- B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.
- C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company, injury or damage to Company employees or property might result from installation or maintenance by the Company.

A2.6 Reserved for Future Use

A2.7 Obligation of the Company

A2.7.1 Obligation to Furnish Service

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

A2.8 Reserved for Future Use

A2.9 Customer Premises Inside Wire

A2.9.1 General

- A. Customer premises inside wire and standard jacks associated with residence and business individual and party line basic exchange services, as defined in Section A1, may be provided by any party authorized by the customer.
- B. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, on the customer's side of the demarcation point, that extends between the termination of the Exchange Access Line or Private Line and those standard jack locations on the customer's side of the demarcation point to which terminal equipment can be connected for access to the Exchange Access Line.
- C. Customer premises inside wire provided by the customer may be connected to residence and business individual and party line basic exchange service or Private Line Service furnished by the Company according to Part 68 of the Federal Communications Commission (FCC) Rules and Regulations.

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A2. GENERAL TERMS AND CONDITIONS

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A2.9 Customer Premises Inside Wire (Cont'd)**A2.9.2 Responsibility of the Customer**

- A. Customer premises inside wire must be installed in accordance with Part 68 of the FCC Rules and Regulations and with Article 800 of the National Electrical Code.
- B. In the event the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death or injury of the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.
- C. In those instances where the Company makes a repair visit to the customer's premises solely to determine that the service difficulty or trouble results from customer-provided inside wire that is not installed in accordance with the technical standards for such wire, the customer is responsible for the payment of the Trouble Location Charge.

A2.9.3 Provision of Network Interface

(M)

- A. The Network Interface for the connection of customer premises inside wire is provided as part of the Exchange Access Line. There will be no material charge to the customer for a Network Interface of the miniature modular type. However, the charges for Network Interfaces other than the miniature modular type are shown in A14.1. (T)(M)
- B. The normal location of the Network Interface is in close proximity to the protector or equivalent if located outside or where the Company's facilities enter the customer's premises when located inside. (M)
- C. When at the insistence of the customer, an existing Network Interface is moved from the outside to the inside, or vice versa, the Premises Work Charge in Section A4 will apply in addition to other applicable A4 charges. (T)(M)
- D. There will be no charge to the customer when the Company retrofits existing Access Line terminations in connection with other maintenance or installation work at the customer's premises. (M)
- E. When a Network Interface is installed at the Customer's request on existing service, Service Charges will apply as covered in Section A4. (T)(M)

A2.9.4 Point of Connection

(M)

- A. Customers may connect simple inside wiring to the telephone network at the Network Interface or by direct access to local exchange carrier installed wiring on the customer's side of the demarcation point. (M)
- B. Such direct attachment may include, but is not limited to, splicing, bridging, twisting and soldering. (M)
- C. Customer access to the carrier's protector or any wiring on the network side of the demarcation point is prohibited. (M)
- D. Complex inside wiring may be connected to the network only through standard Company installed jacks and plugs. (T)(M)

A2.9.5 Violation of Terms and Conditions

(T)(M)

- A. Where customer-provided inside wire is in violation of A2.9, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees. (M)
- B. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within 10 days after receipt of such notice. (M)
- C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this *Guidebook*. (T)(M)

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A2. GENERAL TERMS AND CONDITIONS

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A2.10 Special Promotions

A2.10.1 Terms and Conditions

A. The Company may offer special promotions of new or existing services or products for limited periods. These promotions will be offered on a completely non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation, subject to the availability of products, services and facilities.

A2.10.2 Reserved for Future Use

A2.11 Trademarks and Service Marks Protection

A2.11.1 Use of Trademarks and Service Marks

Trademarks and Service Marks owned by **AT&T** Intellectual Property may not be used by any entity concurring in or providing services pursuant to this *Guidebook*, except under an express written license agreement with **AT&T** Intellectual Property.

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A2.12 Reserved for Future Use

A2.13 Reserved for Future Use

A2.14 Customer Agents

A2.14.1 General

A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to; (1) requests for information about the service or equipment of any customer, (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

A2.14.2 Responsibility of the Agent

A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.

B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all Rules, *Terms and Conditions* in this Section applicable to the transaction or to the service or equipment to which the transaction pertains.

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A2. GENERAL TERMS AND CONDITIONS

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A2.14 Customer Agents (Cont'd)

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A2.14.3 Warranty and Liability of the Agent

(M)

A. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses, or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from authorized transactions performed by the agent on behalf of the customer.

(M)

A2.14.4 Proof of Authority

(M)

A. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. In the event the Company determines that the agent has submitted orders or inquiries without specific authorization, the Company will not accept orders or inquiries from the agent without specific proof of proper authorization. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

(M)

A2.15 Demarcation Point

(M)

A2.15.1 General

(M)

A. Demarcation Point Location

(M)

1. The demarcation point is comprised of a Company-provided Network Interface (NI) jack and is located on a customer's premises in accordance with 2 and 3.
2. Single Family Residence - The normal location of the demarcation point is at an Outdoor Network Interface (ONI) jack affixed to the exterior of the residence. If the subscriber so requests, the demarcation point will be located inside the residence at the facilities entry point or as close to that point as practicable.

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A2. GENERAL TERMS AND CONDITIONS

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A2.15 Demarcation Point (Cont'd)**A2.15.1 General (Cont'd)****A. Demarcation Point Location (Cont'd)****3. Other Buildings (Cont'd)**

- a. Where a subscriber has provided a telephone equipment room at the premises, the equipment room will be considered the most practicable point of demarcation, unless the subscriber requests a demarcation point location that is closer to the facilities entry point. (M)
- b. If the owner of a multi-tenant property (one or more buildings on the same contiguous property as defined in North Carolina Utilities Commission Rules R14-2) requests that the Company place or relocate the demarcation point for all tenants/subscribers to one or more points which are located remotely from the tenants'/subscribers' premises, such requests will be accommodated if all known tenants/subscribers agree to such an arrangement and if appropriate facility arrangements can be made. The appropriate charges will apply, as specified in Section A4 and/or A5, to the party or parties who request the relocation. If the placement or relocation is at the request of the tenants/subscribers, such request will be accommodated if the building owner agrees with the arrangement and if appropriate facility arrangements can be made. The appropriate charges will apply, as specified in Sections A4 and/or A5, to the party or parties who request the relocation. (T)(M)
- c. Single Tenant, Single Floor - Where customer line requirements can be accommodated with an Outdoor Network Interface (ONI), an ONI will be affixed to the exterior of the building. Where customer requirements cannot be accommodated with an ONI, or where the customer requests an interior demarcation point, the demarcation point will be located at the facilities entry point. (M)
- d. Single Tenant, Multi-floor - One demarcation point will be established on each floor of the building, located at the facilities entry point, unless the subscriber requests a lesser number of demarcation points. (M)
- e. Multi-tenant Buildings - One demarcation point will be established at the facilities entry point in each tenant's premises, except as specified in paragraph b. preceding. Where one subscriber occupies multiple floors, one demarcation point will be established on each floor at the facilities entry point, unless the subscriber requests a lesser number of demarcation points. (M)
- f. Campus-type properties - Demarcation points will be established in each building on campus properties, in accordance with the preceding. (M)

A2.15.2 Definitions**DEMARCATION POINT**

The demarcation point is the point at which the Company's facilities end and the customer's premises wiring begins. (M)

FACILITIES ENTRY POINT

The facilities entry point is a point within twelve inches, or as close to that point as practicable, to where the Company's cable or wire first enters a customer's premises through a wall, floor, ceiling or conduit. (T)(M)

PREMISES

The premises is the discrete real property owned, leased or controlled by a subscriber for the subscriber's own residential or business use. (M)

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A2. GENERAL TERMS AND CONDITIONS

A2.16 Checks for Unauthorized Devices

A2.16.1 General

- A. At the subscriber's request, the Company shall check the subscriber's telephone line for the presence of unauthorized listening or recording devices attached to the line for the purpose of listening to or recording the subscriber's communications without permission. This will involve testing the line for an electrical fault between the central office and the Network Interface. The absence of an electrical fault will not necessarily mean that there is no unauthorized device on the line. It is possible that advanced technological devices might not be detectable by the Company's test.
- B. Upon receipt of the subscriber's request, the Company will test the line between the central office and the Network Interface to determine if an electrical fault is present. If no electrical fault is detected, the Company shall notify the subscriber that no trouble was found.
- C. If an electrical fault is detected during the central office testing, the Company will dispatch a technician to the subscriber's premises, with the concurrence of the subscriber. During the visit, the technician will inspect only the Company's facilities from the serving terminal to the Network Interface for any unauthorized devices attached to the subscriber's line. No facilities on the subscriber's side of the Network Interface will be inspected during the visit.
- D. If no trouble is detected during the central office testing, and the subscriber requests that a technician be dispatched to the premises for further testing, a technician will be dispatched. During the visit, the technician will inspect only the Company's facilities from the serving terminal to the Network Interface for any unauthorized devices directly connected to the subscriber's line. No facilities on the subscriber's side of the Network Interface will be inspected during the visit.
- E. If no unauthorized device is found at the premises, the subscriber will be advised that no unauthorized device was found. If the line fault was caused by normal service hazards, the technician will clear the problem and the subscriber will be notified that the problem was cleared.
- F. If an unauthorized device is found on the subscriber's line, the technician will not disturb or remove the device unless it poses a hazard to the network. The matter will then be referred to the Company's Security Organization for further investigation.
- G. The Company shall not be liable or responsible for any damage or harm that may occur as the result of unauthorized devices or the failure of the Company to detect unauthorized devices on the subscriber's line.

A2.17 Reserved for Future Use

A2.18 Reserved for Future Use

A2.19 Reserved for Future Use

A2.20 Cost Assessment Charge (CAC)

- A. A Cost Assessment Charge (CAC) is assessed on a per line or trunk basis or as shown below for residential and business customers. The CAC is also assessed on a percentage basis against all billed revenue for business customers subscribing to transport services. The CAC is established to recover property taxes (from business customers) as well as ongoing costs associated with the administration of Local Number Portability (from line- and trunk-based services from residence and business customers). This charge is not a tax or fee that the government requires AT&T to collect from customers. The CAC does not apply to 911 Services, Coin Services, Lifeline, or any of the following account types: Federal, State, and Local Government accounts; Resale accounts; or accounts designated by the Company as Wholesale.

		Monthly Rate	USOC	
1.	Cost Assessment Charge (CAC)			
(a)	Each Local Exchange Service line			
	Residence	\$0.18	C8RCC	
	Business	4.53	C8RCD	
(b)	Each Primary Rate ISDN (PRI)	22.65	C8RCE	
(c)	Each PBX trunk	40.77	C8RCG	
(d)	Each Centrex Station line	4.53	C8RCD	
(e)	Each Basic Rate ISDN (BRI)			
	Residence	0.18	C8RCC	
	Business	4.53	C8RCD	
(f)	Transport (or miscellaneous Transport-like) services	7.00%	NA	
	BellSouth Metro Ethernet Service			