This tariff contains the description, regulations and rates for the furnishing of intrastate interexchange telecommunications services and facilities provided by Charter Fiberlink SC-CCO, LLC to customers within the state of South Carolina.
Check Sheet

The pages listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective page(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date indicated below.

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Issued By: Betty Sanders, Sr. Director Regulatory Affairs
12405 Powderscourt Drive, St. Louis, MO 63131
Charter Fiberlink SC-CCO, LLC

Issue Date: December 12, 2014 Effective Date: December 15, 2014
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1. Application of Tariff

This tariff sets forth the service offerings, rates, terms and conditions of services applicable to furnishing local exchange telecommunications services by Charter Fiberlink SC-CCO, LLC (“Telephone Company”), a competitive facilities-based provider of telephony services, to residential customers within the State of South Carolina.

Explanation of Symbols

The following symbols are used herein to identify schedule and text changes:

(R) To signify a reduction
(I) To signify an increase
(C) To signify a changed regulation
(T) To signify a change in text, but no change in rate or regulation
(S) To signify a reissued matter
(M) To signify relocation of text without change
(N) To signify a new rate or regulation
(D) To signify a discontinued rate or regulation
(Z) To signify a correction of Text
2. Definitions and Terms

Account – Either a Customer’s physical location or individual Service represented by a unique account number within the billing hierarchy. Multiple services each with a unique account number may be part of one physical location.

Application – A request made orally or in writing for telephone service.

Authorized Account User – The person or persons authorized to make changes to a customer account including changes to toll carriers as designated by the account holder. Authorized Account Users shall be limited to two persons for any single postal address.

Calling Area – A specific geographic area so designated for the purpose of applying a specified rate structure.

Carrier – The term “Carrier” means Charter Fiberlink SC-CCO, LLC or the Telephone Company.

Central Office – A switching unit in a telephone system which provides service to the general public, having the necessary equipment and operating arrangements for the terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building or exchange.

Commission – Public Service Commission of South Carolina
2. Definitions and Terms (Cont’d)

Connecting Company – A corporation, association, partnership or individual owning or operating one or more exchanges and with which communications services are interchanged.

Connection Charge – See “Service Charge”.

Construction Charge – A separate nonrecurring charge made for the construction of facilities in excess of those contemplated under the rates quoted in this Tariff.

Contiguous Property – The plot of ground, together with any building thereon, occupied by the customer, which is not divided by public highways or separated by property occupied by others.

Contract – The agreement between a customer and the Telephone Company under which service and facilities are furnished in accordance with the applicable provisions of the Local Exchange Tariffs.

Cost – The cost of labor and materials, which includes appropriate amounts to cover the Telephone Company’s general operating and administrative expenses.

Customer – The individual, partnership, association or corporation which contract for telephone service and are responsible for the payment of charges and compliance with the general regulations of the Telephone Company’s Tariff.

CPE – Customer Provided Equipment – Devices, apparatus, and/or associated wiring provided by a customer.

Demarcation Point – That point (also referred to as Network Interface) or interconnection between the Telephone Company’s facilities and the wiring at the subscriber’s premise. The Demarcation Point shall consist of wire or a jack conforming to Subpart F or Part 68 of the Federal Communications Commission’s Rules and Regulations. The Demarcation Point will generally be within twelve inches of the protector or, absent a protector, within twelve inches of the entry point to the customer’s premises. If conforming to the twelve inches is unrealistic or technically impossible, the Demarcation Point will be the most practicable minimum point of entry to the customer’s premises. The network interface may be located at a point other than the normal demarcation point where the network interface has been previously established by the presence of network equipment. With regard to premises for any structure that is built to be more mobile (e.g., mobile homes, recreational vehicles), The Telephone Company may place the Demarcation Point on a post or pole at or near the pad where such structure is intended to rest. Boat docks, marinas and similar premises may be treated by the Telephone Company as a single unit premises, with the Demarcation Point being placed on the shore or other location as deemed appropriate by the Telephone Company.

Delinquent or Delinquency – An account for which payment has not been made in full on or before the last day for timely payment.
2. Definitions and Terms (Cont’d)

End User – The ultimate user of the telecommunications services and who orders service and is responsible for payment of charges due in compliance with the Telephone Company's price list regulations. See “Customer”.

Exchange Area – A geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified area where individual telephone exchange companies hold themselves out to provide communications services.

Facility (or Facilities) – Any item or items of communications plant or equipment used to provide or connect to the Telephone Company Services.

FCC – Federal Communications Commission

Incumbent Local Exchange Carrier (ILEC) or Local Exchange Carrier (LEC) – is any local exchange carrier that was as of February 8, 1996 deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. 69.601(b) of the FCC’s regulations.

Initial Service Period – The minimum length of time for which a customer is obligated to pay for service, facilities and equipment whether or not retained by the customer for such minimum length of time.

Installation Charge – A nonrecurring charge made at the time of installation of communications service or equipment, which applies in addition to service charges and other applicable charges for service or equipment unless specifically exempted.
2. Definitions and Terms (Cont’d)

Interexchange Carrier (IXC) – A common carrier that provides long distance domestic and international communications services to the public.

International – Refers to communications between U.S. and another country.

Interstate – Refers to communication between states within the Continental U.S., unless otherwise noted.

Intrastate – Refers to communication within a single state.

Local Calling Service Area – The area throughout which communication service is rendered to a customer or users without the application of toll charges.

Local Exchange Service – Telephone communications within a local service area in accordance with the provisions of the Telephone Company’s Local Exchange Tariff.

Location – A physical premise to or from which the Telephone Company provides Service.

Message – A completed customer call.

New Customer – a customer who has not had service within the last sixty (60) days.

Non-Listed Telephone Number – Telephone numbers that are not listed in the telephone directory; but are provided via Directory Assistance.

Non-Published Telephone Number – Telephone numbers that are not listed in the telephone directory or provided via Directory Assistance.

Primary IntraLATA/InterLATA Carrier (PIC) Code – A code that is assigned to an interexchange long distance carrier that identifies to whom the customer is presubscribed for intrastate and/or interstate long distance services.

Premises – The buildings, portion or portions of a building on continuous property used and/or occupied at one time by the customer as a residence. Where floor space in adjoining buildings is made continuous at one or more floor levels, all floor space in both buildings is considered as the same premises insofar as the customer who uses and occupies such continuous floor space is concerned, the two buildings otherwise being considered as separate buildings.
2. Definitions and Terms (Cont'd)

Service Charge – The nonrecurring charge a customer is required to pay for establishing telephone service or subsequent modification of that service.

Subscriber – The term “Customer” is synonymous with the term “subscriber”.

Tariff – The schedule of Local Exchange rates and charges, rules and regulations, terms and conditions adopted and filed by the Telephone Company and approved by the Public Service Commission of South Carolina.

Telephone Company – Charter Fiberlink SC-CCO, LLC

Telecommunications Relay Service (TRS) – TRS enables deaf, hard-of-hearing or speech-impaired persons who use a text telephone or similar devices, to communicate with the hearing population not using text telephone and visa versa.

Terminal Equipment – Equipment at the terminal of a communication circuit.

Timely Payment – A payment on a customer’s account made on or before the due date.

Underground Service Connection – A customer’s “drop” wire that is run underground from a pole line or an underground distributing cable.
3. Rules and Regulations

3.1 Rules and Regulations

The Telephone Company undertakes to provide intrastate interexchange telecommunications services within the State of South Carolina on the terms and conditions and at the rates and charges specified herein.

The Telephone Company installs, operates and maintains the communication Services provided hereunder in accordance with the terms and conditions set forth under this Tariff. It may act as the Customer’s agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer to allow connection of a Customer’s location to the Telephone Company’s network. The Customer shall be responsible for all charges due for such service arrangements.

The Telephone Company’s Services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

3.2 Use of Service

Services provided under this Tariff may be used only for the transmission of communications in a manner consistent with the terms of this Tariff and regulations of the Federal Communications Commission.

3.3 Limitations

Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this Tariff. The obligation of the Telephone Company to provide Service is dependent upon its ability to procure, construct, and maintain facilities that are required to meet the Customer’s order for Service. The Telephone Company will make all reasonable efforts to secure the necessary facilities.

The Telephone Company reserves the right to limit or to allocate the use of existing facilities, or to additional facilities offered by the Telephone Company, when necessary because of lack of facilities, relevant resources, or due to causes beyond the Telephone Company’s control. In addition, the Telephone Company reserves the right to discontinue Service when the Customer is using the Service in violation of law or the provisions of this Tariff.

The Telephone Company does not undertake to transmit message, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

The Telephone Company reserves the right to refuse service to Customers due to insufficient or invalid charging information.

The Telephone Company may block calls that are made to certain cities or central office exchanges, or use certain Authorization Codes as the Telephone Company, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Service.

The Telephone Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Telephone Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the

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Charter Fiberlink SC-CCO, LLC

Issue Date: May 2, 2005  Effective Date: May 3, 2005
technical parameters of the service provided the Customer. The Telephone Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Telephone Company will give the Customers who may be affected reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at time that will cause the least inconvenience. When the Telephone Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of Customer’s service.

4. Practices and Procedures

4.1 Liabilities of The Telephone Company

The Telephone Company’s liability for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in the installation, provision, termination, maintenance, repair, or restoration occurring in the course of furnishing service, channels, or other facilities, and not caused by the negligence of the subscribers, commences upon activation of service. In no event does the Telephone Company’s liability exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects occur.

When the facilities of other carriers are used in establishing connections to points not reached by the Telephone Company’s facilities, the Telephone Company is not liable for any act or omission of the other carrier(s). The Customer will indemnify and save harmless the Telephone Company from any third-party claims for such damages referred to in this Section.

In no event will the Telephone Company be responsible for consequential damages or lost profits suffered by a Customer as a result of interrupted or unsatisfactory service. The Telephone Company will not be liable for claims or damages resulting from or caused by:

A. Customer’s fault, negligence or failure to perform Customer’s responsibilities;
B. Claims against Customer by another party;
C. Any act or omission of any other party; or
D. Equipment or service furnished by a third party.

The Telephone Company does not guarantee or make any warranty with respect to any equipment provided by it or leased on the Customer’s behalf where such equipment is used in locations containing an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The Customer shall indemnify and hold the Telephone Company harmless from any and all loss, damage or destruction of any property, whether owned by the Customer or others, cause or claimed to have been caused directly or indirectly by the installation, operations, failure to operate, maintenance, removal, presence, condition, location or use of such equipment so used.

The Telephone Company is not liable for any defacement of, or damage to, the premises of a Customer resulting from the furnishing of services or the attachment of equipment, instruments, apparatus, and associated wiring furnished by the Telephone Company on such Customer’s premises or by the installation or removal thereof, when such defacement or damage is not the result of the Telephone Company negligence. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Telephone Company without written

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Issue Date:  May 2, 2005  Effective Date:  May 3, 2005
authorization. The Customer will indemnify and save harmless the Telephone Company from any claims of the owner of the Customer's premises or other third party claims for such damages.

The Telephone Company and Customer shall be excused from performance under this Tariff and under the application for service for any period, and to the extent that the party is prevented from performing any service pursuant hereto, in whole or in part, as a result of delays caused by the other party or an Act of God, governmental agency, war, civil disturbance, court order, lockouts or work stoppages or other labor difficulties, third party nonperformance (including the failure of performance for reasons beyond the control of common carriers, interexchange carriers, local exchange carriers, suppliers and subcontractors), or other cause beyond its reasonable control, including failures or fluctuations in electrical equipment, and such nonperformance shall not be deemed a violation of this Tariff or of the application of service or grounds for termination of service. Both parties retain all rights of recourse against any third parties for any failures that may create a force majeure condition for the other party.

The Telephone Company is not liable for any damages, including toll usage charges, the Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of the Customer’s facilities includes, but it not limited to, the placement of calls from the Customer’s premises, and the placement of calls through Customer-Provided Equipment that are transmitted or carried on the Telephone Company network.

Where there is a connection via Customer-provided terminal equipment or Customer-provided communications systems, the point of demarcation shall be defined as the Telephone Company facility that provides interconnection. The Telephone Company shall not be held liable for Customer-provided access media or equipment. Any maintenance service or equipment arrangements shall be addressed on an individual case basis.

The Telephone Company will not be responsible if any changes in its service cause hardware or software not provided by the Telephone Company to become obsolete, require modification or alternation, or otherwise affect the performance of such hardware or software.

The Telephone Company shall use reasonable efforts to make services available by the estimated service date. The Telephone Company shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures. Such delays shall include, but not be limited to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by our vendor(s), and any delays due to any LEC where the Telephone Company is relying solely upon such LEC to meet such estimated due date which is beyond the Telephone Company’s control.

With respect to the services, materials and equipment provided hereunder, the Telephone Company makes no promises, agreements, understandings, representations or warranties, expressed or implied, and hereby expressly disclaims all warranties, expressed or implied, not stated in this Tariff, and in particular disclaims all warranties of merchantability and fitness for a particular purpose.

The Telephone Company does not transmit messages but offers the use of its facilities for communications between patrons. If because of transmission difficulties the operator, in order to accommodate the customer, repeats messages, the operator is deemed to be acting as the agent of the persons involved and no liability shall be attach to the Telephone Company because of any errors made by the operator or misunderstandings that may arise between customers because of such errors.
4.2 Marketing Practices

As a telephone utility under the regulation of the Public Service Commission of South Carolina, the Telephone Company does hereby assert and affirm that as a provider of intrastate telecommunications service, the Company will not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and the Telephone Company will comply with those marketing procedures, if any, set forth by the Public Service Commission. Additionally, the Company will be responsible for the marketing practices of its contracted telemarketers for compliance with this provision. The Telephone Company understands that violation of this provision could result in a rule to Show Cause as to the withdrawal of its certification to complete intrastate telecommunications traffic with the State of South Carolina.

4.3 Responsibilities of the Customer

The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Telephone Company, except upon the written consent of the Telephone Company. The equipment the Telephone Company provides or installs at the Customer premises for use in connection with the service the Telephone Company offers shall not be used for any purpose other than for which it was provided.

The Customer shall ensure that the equipment and/or system is properly interfaced with the Telephone Company's facilities or service. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Telephone Company will permit such equipment to be connected with it channels without the use of protective interface devices.

The Customer shall be responsible for securing its telephone equipment against being used to place fraudulent calls using the Telephone Company's service. The Customer shall be responsible for payment of all applicable charges for services provided by the Telephone Company and charged to the Customer's accounts, even where those calls are originated by fraudulent means either from Customer's premises or from remote locations.

The Telephone Company shall be indemnified and held harmless by the Customer against claims of liable, slander, or the infringement of copyright, or for unauthorized use of any trademark, trade name, or service mark, arising from the material transmitted over the Telephone Company's service, against claims for infringement of patents arising from, combining with, or using in connection with, service, the Telephone Company's apparatus and systems of the Customer; against all other claims arising out of any act or omission of the member in connection with the Telephone Company's service. The Customer shall be liable for:

A. Loss due to theft, fire, flood, or other destruction of the Telephone Company's equipment or facilities on Customer's premises.
B. Reimbursing the Telephone Company for damages to facilities or equipment caused by the negligence or willful acts of the Customer.

Charges incurred with interconnect or local operating companies for service or service calls made to the Customer's premises or on the Customer's leased or owned telephonic equipment unless
4.3 Responsibilities of the Customer (cont’d)

the Telephone Company specifically authorizes said visit or repairs in advance of the occurrence and the Telephone Company agrees in advance to accept the liability for said repairs or visit.

Payment for all the Telephone Company service charges incurred through usage or direct action on the part of the Customer.

The Company may assign its rights or delegate its obligations under this Tariff to any affiliate or successor in interest. The Customer may not transfer or assign his or her rights or obligations associated with the Services hereunder without the Company’s prior written consent.

4.4 Payment of Charges

The Customer is responsible for the payment of all charges for facilities and services furnished by the Telephone Company to the Customer, and to all users authorized by the Customer, regardless of whether those services are used by the Customer itself or shared with other persons.

For billing of monthly charges, service is considered to be established upon the confirmation of third party verification processes.

Usage charges will be billed monthly in arrears. Customer will be billed for all usage accrued beginning immediately upon access to the service. Customers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month. The rates charged to a Customer will be the rates in effect on the first day of the Customer’s billing cycle.

Monthly charges for all access service components, provided hereunder, are billed in advance of service and reflect the rates in effect as of the date of the invoice.

The Telephone Company will generate and mail customer bills seven (7) days prior to the close of the customer monthly billing period. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Telephone Company or an agency authorized to receive such payment. All charges for service are payable only in United State currency. Bills are due and payable as specified on the bill. Payments may be made by cash, check, money order, cashier’s check or certain major credit cards.

The Telephone Company may assess a fee for returned checks which will not exceed the allowable amount in SC Code Section 34-11-70.

The Customer is responsible to pay the Telephone Company for all toll calls or other third party charges resulting from the origination of calls to points outside the local exchange and for charges or calls billed to the Customer’s number.

If service is suspended/disconnected by the Telephone Company in accordance with the provisions of the Tariff and later restored, restoration of service will be subject to all applicable reconnection charges.
4.5 Billing Disputes

Any disputed charge may be brought to the Telephone Company’s attention by verbal or written notification. In the case of a billing dispute between the Customer and the Telephone Company that cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, or the service may be subject to disconnection.

The Customer may request investigation into the disputed amount by the Telephone Company. During the period that the disputed amount is under investigation, the Telephone Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Telephone Company may discontinue service.

The Telephone Company will investigate customer complaints promptly and thoroughly in accordance with the rules established by the Public Service Commission of South Carolina. Customers can file unresolved complaints with the following:

Office of Regulatory Staff
Consumer Service Department
P.O. Box 11263
Columbia, SC  29201
Telephone Number: (803) 737-5230
Toll Free Number: 1-800-922-1531
Fax Number: (803) 737-4750

4.6 Disconnection of Service by Customer

Customer must notify the Telephone Company orally or in writing of his/her desire to terminate service. The Telephone Company may be allowed a reasonable period of time after the receipt of such notification to render a final bill. The monthly service charge, plus associated taxes, shall be pro-rated for the actual number of days in which service has been provided, with non-used portion being refunded to the Customer.
4.7 Cancellation for Cause

Service may be terminated for non-payment of a bill, provided that the Telephone Company has made a reasonable attempt to effect collection and has given the customer written notice that he has five days in which to make settlement on his account or have his service disconnected. Service can be terminated only on Monday through Thursday between the hours of 8:00 a.m. and 4:00 p.m. EST, unless provisions have been made to accept payment and reconnect service.

Service may be refused or discontinued for any of the reasons listed below. Unless noted, the customer will be allowed a reasonable time to comply to avoid discontinuance of service:

A. Without notice, in the event of a condition determined by the Telephone Company to be hazardous or dangerous;
B. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Telephone Company's service to other customers; Without notice, in the event of unauthorized use of telephone service;
C. Without notice, in the event of unauthorized use of telephone service;
D. Customer tampering with equipment furnished and owned by the Telephone Company;
E. Failure of the customer to permit the Telephone Company reasonable access to its equipment;
F. Failure of the customer to furnish permits, certificates, and/or right-of-ways, as necessary to obtain service, or in the event such permissions are withdrawn or terminated.
G. Failure of the customer to provide a deposit to the Telephone Company, if required;
H. In cases of extreme risk involving abnormal and excessive use of toll service, service may be denied two days after written notice is given to the customer, unless satisfactory arrangements for payments are made;
I. Where there is probable cause to believe that there is illegal or willful misuse of the Telephone Company's service including but not limited to; the subscriber use or allowance of use of abusive, obscene, profane, lewd, lascivious or suggestive language or material otherwise not protected by law; subscriber use with intent to terrify, intimidate, threaten, harass, annoy, or offend another telephone user; or subscriber use to impersonate or permit others to impersonate any other individual.
J. The Telephone Company is not required to furnish its service or to continue its service; to any applicant who, at the time of application, is indebted under an undisputed bill to the Telephone Company for telephone service previously furnished to such applicant or any other member of the applicant's household. The Telephone Company may not consider any indebtedness which was incurred by the applicant or any member of his household more than six years prior to the time of application.
K. For violation or and/or non-compliance with the South Carolina Public Utilities Commission’s Orders or regulations governing service supplied by the Telephone Company;
L. Failure of a Customer to cooperate with the Telephone Company in efforts to resolve an inquiry which has the effect of placing charges in dispute shall constitute a waiver of the Customer’s right to continuance of service;
M. Failure of the Customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the Public Service Commission of South Carolina.
4.7 Cancellation for Cause (Cont'd)

Insufficient Reasons for Denying Service

The Telephone Company shall not deny service for the following reasons:

A. Non-payment for services by a previous occupant of the same premises to be service, unless such previous occupant shall benefit from such new service or unless the new occupant benefited from such old service;
B. Failure to pay for non-communications service provided by the utility, including, but not limited to any non-regulated telecommunications equipment or service furnished by the Telephone Company;
C. Failure to pay for merchandise purchased from the Telephone Company;
D. Failure to pay for business services at a different location and a different telephone number shall not constitute sufficient cause for refusal of residential service or vice versa.

4.8 Reserved for Future Use
Reserved for Future Use

Service information previously contained in this section has been removed from the Local and Intrastate Interexchange Services Tariff as these services are provided by Charter Advanced Services (SC), LLC effective March 1, 2013. Please refer to Business Services Voice Price Guide found at www.charter.com then Terms of Service/Policies Terms and Conditions for a listing of services. The pages listed below are for historical reference.

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