

ARKANSAS PUBLIC SERVICE COMMISSION

Section IV

Original Sheet No. 1

ALL EXCHANGES

PRAIRIE GROVE TELEPHONE COMPANY

ARK. PUBLIC. SERV. COMM.
JAH SANDERS
SECRETARY OF COMM.

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RULES AND REGULATIONS

1. APPLICATION OF RULES AND REGULATIONS

- 1.1. The rules and regulations contained herein apply to intrastate service and facilities furnished within the State of Arkansas by Prairie Grove Telephone Company, hereinafter referred to as the "Company", subject to the jurisdiction of the Arkansas Public Service Commission (the "Commission").
- 1.2. When services and facilities are provided in part by the Company and in part by other companies, the rules and regulations of the Company apply to that portion of the service or facilities furnished by it.
- 1.3. In the event of a conflict between any rate, rule, regulation or provision contained in this tariff and any rate, rule, regulation or provision contained in the tariffs of another company or companies in which the Company concurs, the rate, rule, regulation or provision contained in this tariff shall prevail.

2. UNDERTAKING OF THE COMPANY

- 2.1. The Company does not undertake to transmit messages, but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in these tariffs.
- 2.2. The Company's obligation to furnish, or continue to furnish telecommunications service is dependent upon its ability to obtain, without unreasonable expense, retain, and maintain, suitable rights-of-way and facilities, and to provide for the installation of those facilities required to furnish and maintain that service.

3. APPLICATIONS FOR SERVICE

- 3.1. Applications for service, or requests from customers for additional service or changes in the grade or class of service become contracts when received and accepted by the Company and are subject to the minimum contract term,

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which is one month unless specified otherwise.

3.2. Any general change in rates, rules or regulations prescribed by the Commission modifies the terms and conditions of contracts to the extent of such change.

4. PROVISION OF EQUIPMENT

4.1. Generally, all equipment necessary for the provision of any given service will be furnished and owned by the customer, except where the Company continues to lease equipment on a deregulated basis.

4.2. Customer-owned terminal equipment and communications system may be connected with the facilities furnished by the Company pursuant to the provisions of this tariff. In these instances, the Company will take all reasonable precautions to assure that the telecommunications network is not exposed to harmful or hazardous voltages as a result of interconnection with customer-owned equipment.

5. RESPONSIBILITY FOR CHARGES

5.1. The customer is responsible for all charges arising out of the use of or in conjunction with any services furnished to him by the Company, including collect toll messages which have been accepted at the customer's telephone number.

5.2. Monthly recurring charges will be billed in advance and toll charges are billed in arrears.

6. CANCELLATION OF APPLICATION FOR BASIC SERVICE

6.1. When the customer cancels an application for service prior to the start of installation of service, or prior to the start of special construction, no charge applies.

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6.2. When installation of service has been started prior to the cancellation, a cancellation charge equal to the minimum service charge shall apply.

6.3. Where special construction has been started prior to the cancellation, a charge equal to the cost incurred in the special construction, less net salvage applies. Installation or special construction for a customer is considered to have started when the Company incurs any expense in connection with the installation which would not otherwise have been incurred.

7. MINIMUM CONTRACT PERIOD

7.1. Except as specified elsewhere in this tariff, the minimum contract period is one month from the date service or additions to service are established, and the minimum charge is the authorized rate for one month. For purposes of rate administration, each month is considered to have thirty (30) days.

7.2. The Company may require a contract period longer than one (1) month at the same location in connection with unusual construction necessary to meet the specific demands for service.

8. CUSTOMER TERMINATION OF SERVICE

8.1. The customer may terminate service prior to the expiration of the initial contract period after giving notice to the Company pursuant to Rule 6.20 of the Commission's General Service Rules. The customer will be liable for all charges for the full initial contract period, plus all charges due for toll or other services which have been furnished.

8.2. The customer may terminate service after the expiration of the initial contract period after notifying the Company pursuant to the provisions of Rule 6.20.

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9. COURT-ORDERED DISCONTINUATION OF SERVICE

9.1. The Company will discontinue service upon receipt of an order from any court directing the Company to discontinue such service. The Company shall give

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reasons for doing so, said notice to be accompanied by a copy of the order from the court.

10. RESALE OF SERVICE

10.1. The resale of any service provided by the Company is not permitted except as provided elsewhere in this tariff or as specifically authorized by the Company.

11. DIRECTORIES

11.1. General

11.1.1. The Company publishes telephone directories at least annually. The Company distributes to its customers at least one directory without charge. Any additional directories or information requested by a customer will be furnished at the Company's sole discretion without additional charge if the Company agrees, that such provision will make the customer's use of telephone service more efficient. Other directories will be furnished at the Company's discretion at a reasonable rate.

11.1.2. The liability of the Company for an error or omission in its telephone directory or for error or omission on intercept service shall not exceed the amount of actual damage suffered, and in no event shall exceed an amount equal to the local exchange service charge to the customer for the listed service for the period during which the directory contained the error or omission in the last published directory of the exchange.

12. ALTERATIONS

12.1. The customer agrees to notify the Company promptly whenever alterations or new construction on premises owned or leased by him necessitate changes in the Company's facilities, and the customer agrees to pay the Company's current charges for such changes.

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RULES AND REGULATIONS (cont.)

13. PARTY-LINE SERVICE

13.1. The Company provides all one-party service at this time, therefore, no party-line service is provided.

14. CUSTOMER SERVICE -- USE OF

(AT) 14.1. Customer telephone service, as distinguished from public and semi-public telephone service, which may be offered on a deregulated basis, is furnished only for use by the customer, his family, visitors, guests, employees or business associates, or persons residing in the customer's household, except as the use of the service may be extended to joint users or to persons temporarily subleasing a customer's residential premises.

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15. LIABILITY OF THE COMPANY

15.1. Given the customer's exclusive control of his communications over Company-provided facilities, and of the other uses for which Company facilities may be furnished, and because errors incident to the service and the use of facilities are unavoidable, the services and facilities furnished by the Company are subject to the terms, conditions and limitations specified herein.

15.2. The Company's failure to provide or maintain facilities under this tariff shall be excused by labor disputes, governmental orders, civil commotions, acts of God and other circumstances beyond the Company's control, subject to interruption and outage allowance provisions of the Commission's General Service Rules.

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- 15.3. Defacement of Premises - No liability shall attach to the Company by reason of any defacement or damage to the customer's premises resulting from the existence of the Company's facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence or willful act of the Company or its employees.
- 15.4. The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or any others, for damages arising from errors or omissions in the making up or printing of its directories or in accepting listings as presented by customers or prospective customers, the Company's liability, if any, shall not exceed the amount paid for local exchange service during the period covered by the directory in which the error or omission occurred as more specifically addressed in the section of this tariff entitled Directories.
- 15.5. Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, the customer indemnifies and holds harmless the Company against claims, losses or suit for injury, death, or damage to any property which arises from:
- 15.5.1. The use of customer-provided premises equipment, voltages or currents transmitted over the Company's facilities caused by customer-provided premises equipment.
- Further, the customer indemnifies and holds harmless the Company against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the Company's facilities or the use thereof by the customer; against claims for infringement of patents arising from, combining with or using in connection with, facilities furnished by the Company and apparatus, equipment, and systems provided by the customer.
- 15.6. Liability - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer, for damages arising out of mistakes, omissions, interruptions,

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delays or errors, or defects in transmission occurring during provision of telephone service, the Company's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the customer for the period of service during which such mistake, omission, interruption, delay, error or defect in transmission or service occurs and continues. This liability shall be in addition to any amounts that may otherwise be due to the customer under this tariff as an allowance for interruptions.

16. SPECIAL RULES GOVERNING THE PROVISION OF LOCAL EXCHANGE SERVICE

16.1. Exclusive Provision of Local Exchange Service

- 16.1.1. Local exchange service shall be exclusively provided by the Telephone Company which is certificated to provide service in the local exchange area. Notwithstanding any other provisions of this or other tariffs previously filed by the Telephone Company, the Telephone Company shall have no obligation to connect or to continue to provide local exchange access service to any customer or potential customer who is providing or intends to provide local exchange service through resale or other similar arrangements. This provision is in specific compliance with the directives of Order No. 2. in the Public Service Commission Docket No. 84-213-U.
- 16.1.2. The Company shall continue to provide access service to PBX's being used by hospitals, motels, hotels, etc. whose patients or patrons are of a transitory nature and cannot realistically be customers for local exchange access service themselves.
- 16.1.3. Sharing arrangements for PBX's and other similar equipment between parties will not be prohibited provided, however, each individual party obtains local exchange access service from the Company.

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RULES AND REGULATIONS (cont.)

17. PROMOTIONAL RATES AND CHARGES

- 17.1. The Company may, during certain specified periods, offer promotional rates for the purpose of encouraging customer interest in and evaluation of a particular service offering.
- 17.2. A promotional rate is defined to be a temporary reduction or waiver of the monthly recurring rate and/or nonrecurring charge of a tariffed service.
- 17.3. The Company will notify the Commission of its promotional offering by letter specifying the service involved, the terms and location of the promotion, the dates of the promotion, and other information it deems necessary.
- 17.4. Promotional rates shall be applied only to new or additional units of service ordered during the promotional rate period.

18. TERMS OF PAYMENT

- (CT) 18.1. A customer's bill is payable upon receipt and is due 22 days after the date the bill is mailed. These terms of payment will apply to all of the Company's tariff schedules.