

# BELLSOUTH

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April 21, 2006

Mrs. Beth Salak  
Director  
Competitive Markets and Enforcement  
Florida Public Service Commission  
Attention: Tariff Section  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Mrs. Salak:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our General Subscriber Service Tariff. Attachment A lists the pages affected by this filing.

This filing obsolesces Bill Processing Service, now located in Section A37 of the GSST.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (slg)

Vice President  
Regulatory Relations

Attachments

**General Subscriber Service Tariff**

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**EXECUTIVE SUMMARY**  
(2006-078)

**Obsolescence of Bill Processing Service (A37)**

**Present Tariff**

Current language governing provision of Bill Processing Service is contained in A37 of the General Subscriber Services Tariff (GSST).

**Proposed Tariff**

This filing proposes the obsolescence (Type 2: Service not available for new installations) of Bill Processing Service, moving the service description, terms, conditions and rates to GSST Tariff Section A137.

**Rationale for Change**

There is currently only one customer purchasing Bill Processing Service out of A37. Most customers purchase similar service under contractual agreement with BellSouth. We anticipate no new demand for the Tariffed service.

**Impact on Existing Customers**

None. The one existing customer will continue to receive service after obsolescence in the same manner that customer receives the service today.

~~ISSUED: April 21, 2006~~ISSUED: October 9, 2003

~~EFFECTIVE: May 6, 2006~~EFFECTIVE: October 24, 2003

~~BY: Marshall M. Criser III, President -FL~~BY: Joseph P. Lacher, President -FL  
Miami, Florida

## A37. BILLING AND COLLECTION SERVICES (T)

### A37.1 Bill Processing Service (Obsoleted, See A137.1) (O)

#### A37.1.1 General

- ~~A. This Section of this Tariff covers the provision of Bill Processing Service to enhanced and information service providers (customers). Bill Processing Service allows a customer to send rated charges to the Company to be printed on the end user's telephone bill. In order for the Company to bill for these services, the end user must be a subscriber of the Company who receives a monthly telephone bill. Enhanced and/or information services are defined as those services which are offered over the Company's common carrier facilities and which employ computer processing applications that act on the format, content, code, protocol, or similar aspects of the end user's transmitted information; provide the end user additional, different, or restructured information; or involve end user interaction with stored information. Enhanced and/or information service providers include those customers who provide on line: transaction processing, alarm monitoring and telemetry, telemessaging/answering services, voice messaging, electronic messaging, database services, videotex services, audiotex services, electronic data interchange, data processing services, video services, database management services, network management services and facilities management services and any set or subset of these or similar services. Services offered using 900 numbers, or 700 numbers used in a 900 like manner, will not be billed under the terms of this Tariff.~~ (C)
- ~~B. The Company will provide Bill Processing Service pursuant to this Section of this Tariff in its operating territory. Billing will be provided only for customer rated service charges. The customer will provide rated service charges, properly formatted and ready to be printed, to the Company for inclusion on the end user's bill. These charges will appear on a page separate from any page showing Company charges and from any page showing certified carrier charges. Charges for more than one customer may appear on this separate page. The end user will remit payment for these charges to the Company. The Company will remit payment to the customer each month based upon the total revenue billed to end users less the Company's charges, any uncollectibles, and any adjustments.~~
- ~~C. Programming which involves live group interaction, such as "GAB" lines, "chat" lines or similar type programs where the primary purpose is for callers to interact with one another, will not be billed under the terms of this Tariff.~~
- ~~D. Automated calls will not be billed if such calls have not been affirmatively accepted by the billed party (e.g., affirmative acceptance is not present when a call is automatically billed to called party if called party does not disconnect within a given time period). Automated calls must comply with the provisions of the Telephone Consumer Protection Act of 1991, all federal regulations promulgated thereunder and all applicable state statutes and tariffs.~~
- ~~E. Autodialers which deliver a recorded message to the end user must release the connection as promptly as possible following disconnection by the end user.~~

#### A37.1.2 Undertaking of the Company

- ~~A. When Bill Processing Service is ordered by a customer, the Company will establish an account for the customer and render bills to the end users in the Company's territory to whom the Company normally provides a monthly telephone bill. Bill Processing Service will be provided at the rates and charges as set forth in A37.1.6.~~
- ~~B. The Company will bill all customer rated service charges provided by the customer. Toll messages will not be billed under this Section of this Tariff. The bill format will be determined by the Company.~~

ISSUED: April 21, 2006 ISSUED: July 1, 1996

EFFECTIVE: May 6, 2006 EFFECTIVE: July 15, 1996

BY: Marshall M. Criser III, President -FL BY: Joseph P. Lacher, President -FL  
Miami, Florida

## A37. BILLING AND COLLECTION SERVICES <sup>4</sup>

(T)(\*)

### A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)

(O)

#### A37.1.2 Undertaking of the Company (Cont'd)

- ~~C.~~ When the customer supplies properly formatted input records, the Company will process those input records in the Company's next billing cycle. The Company will furnish the customer the precise details of the billing format. If, in the course of Company business, it is necessary to change the format, the Company will attempt to notify customers affected by this change six months prior to the change.
- ~~D.~~ With the exception of enhanced/Information Services provided by the Company, these statements will be included on a page, separate from any page showing Company charges and from any page showing certified carrier charges, as part of the regular monthly telephone bill. Charges for more than one customer may appear on this separate page.
- ~~E.~~ Typically, the Company will be paying out the billed amount to the customer prior to receiving payment from the end user. Therefore, the Company reserves the right to require a deposit from the customer to cover any potential deficiency that may arise as a result of end user non payment of the billed charges. This deposit may be up to the equivalent of the customer's anticipated billing for a three month period. The deposit may be made in cash or by an approved bank letter of credit. All cash deposits will accrue interest as described in Section A2. of this Tariff. Upon termination of service, the deposit and any accrued interest may be credited by the Company against uncollectibles and/or adjustments. The balance, if any, shall be returned promptly to the customer but in no event later than forty five days after service is discontinued.
- Bill Processing Service may be suspended if the billing submitted during a month exceeds one third of the deposit on record. The customer may be required to either adjust the billing or increase the deposit to cover the higher amount.
- ~~F.~~ The Company will not become involved in disputes between a customer and the customer's end users. The end user will be referred to the customer for resolution of any disputed charges. The customer will provide adjustments to end user accounts using the established billing procedures. Therefore, the Company should not find it necessary to remove customer charges from the end user's bill. However, the Company may block billing of a customer's charges to an end user's telephone number pending resolution of a dispute between the end user and the customer. If resolution is not reached, the Company may remove a customer's disputed charge from an end user's bill and deduct that amount from the customer's accounts receivable. It will be the customer's responsibility to pursue the collection of that amount. Upon notification that the dispute has been resolved, billing to the end user's telephone number may be resumed.
- ~~G.~~ The Company will not render bills under this Section of this Tariff for the provision and/or delivery of telegrams, flowers, gifts, wine or other similar services.
- ~~H.~~ Nonpayment of customer billing by an end user shall not be cause for denial or termination of an end user's local exchange service.
- ~~I.~~ The Company will not bill any pay per call charges on behalf of the subscriber that exceed a maximum of \$10.00.

#### A37.1.3 Liability of the Company

- ~~A.~~ If the Company finds, or is notified of, an error in billing to an end user, the Company will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provides the service. If the error is caused by the Company and the Company cannot timely bill the proper end user, the extent of the Company's liability for damages will be the known amount misbilled. If the error is not caused by the Company, the customer shall be liable for all appropriate charges as specified in A37.1.6 following and any other cost and expenses incurred by the Company to correct the error.

~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

ISSUED: April 21, 2006 ISSUED: July 1, 1996

EFFECTIVE: May 6, 2006 EFFECTIVE: July 15, 1996

BY: Marshall M. Criser III, President -FL BY: Joseph P. Lacher, President -FL  
Miami, Florida

## A37. BILLING AND COLLECTION SERVICES <sup>4</sup>

(T)(\*)

### A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)

(O)

#### A37.1.3 Liability of the Company (Cont'd)

- ~~B.~~ If Bill Processing Service detail is not available because the Company lost or damaged records or incurred processing system outages, the Company will attempt to recover the lost billing data. If the customer's lost billing data cannot be recovered, the customer will be asked to resupply the billing data. If the customer cannot provide the billing data, the Company will estimate the volume of lost billing and associated revenue based on previously known values. In such an event, the extent of the Company's liability for damages shall be limited to the granting of a credit adjustment to the customer of estimated amounts due to account for the unbillable revenue.
- ~~C.~~ In the absence of willful misconduct, no liability for damages to the customer other than as set forth in A. and B. preceding shall attach to the Company for Company action or the conduct of Company employees in providing Bill Processing Service.
- ~~D.~~ A customer may not use the Company's facilities and services, including but not limited to, the Company's billing and collection services for the provision of enhanced and/or information services if the display, broadcasting or transmission of such services are in violation of federal, state or local law. The Company will take all legal and practical steps to disassociate itself from customers providing enhanced and/or information services (or individual services provided by such customers) whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users. This may result in refusal to provide billing and collection services to such customers.

#### A37.1.4 Obligations of the Customer

- ~~A.~~ The customer must provide rated service charges in order to subscribe to Bill Processing Service. The customer will provide the rated charges and those charges must be in the standard format established by the Company and delivered to the location specified by the Company. The customer may not submit service charges more than six months old. Customer provided charges must identify the end user account to be billed.
- ~~B.~~ When submitting the end user charges, the customer will also include the customer name and telephone number to which inquiries should be directed and which will be provided to the end user on the bill page.
- ~~C.~~ The customer, in the listing of charges to the end user, will provide a total amount billed. The total charges billed to the end user will include the appropriate federal, state and/or local jurisdiction taxes. The customer is solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the customer's billing to the end user through Bill Processing Service.

~~Note 1:~~ Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.

ISSUED: April 21, 2006 ISSUED: July 1, 1996

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Miami, Florida

## A37. BILLING AND COLLECTION SERVICES <sup>4</sup>

(T)(\*)

### A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)

(O)

#### A37.1.4 Obligations of the Customer (Cont'd)

##### C. (Cont'd)

~~Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's provision of service in this Section of this Tariff, the Company will advise the customer and the customer shall be liable for any such tax, interest, penalty and surcharge. The customer shall immediately reimburse the Company the amount of such tax, interest, penalty and surcharge paid by the Company. If the customer disagrees with the determination that any taxes are due by the Company or disagrees with an assessment of any tax, interest, penalty and surcharge due by the Company as a result of the Company's provision of this service, the customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax. The customer may protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, interest, penalty, and surcharge ultimately determined to be due.~~

~~D. The customer is responsible for collecting from the end user any deposit amount required for the services provided by the customer.~~

~~E. The customer must provide the end user with written notification that future charges from the customer will be included on the end user's bill for Local Exchange Service.~~

~~F. The customer will not use the Bill Processing Service as a means of placing any informational messages onto the bill page.~~

~~G. Bill Processing Service shall not be used for any communication which is prohibited by law, or which is unlawful, contains matter which implicitly or explicitly invites, describes, stimulates, excites, arouses, or otherwise refers to sexual conduct, or which contains sexual innuendo which may arouse or attempt to arouse sexual desire. This service is not to be used or administered in conjunction with misleading, exploitative or similarly abusive business practices. The dissemination of such messages by the customer shall be grounds for immediate discontinuance of Bill Processing Service and the Company will have no liability to anyone as a result of Company action in this regard.~~

~~H. The customer shall respond promptly to any and all complaints lodged with any regulatory authority against any of its enhanced and/or information services for which the Company provides billing services. If requested by the Company, the customer shall assist the Company in responding to complaints made to the Company concerning any enhanced and/or information service of the customer.~~

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Miami, Florida

## A37. BILLING AND COLLECTION SERVICES <sup>4</sup>

(T)(\*)

### A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)

(O)

#### A37.1.4 Obligations of the Customer (Cont'd)

- ~~I. The Company will actively support industry efforts aimed at providing end users with advance information to enable end users to judge the suitability or unsuitability of pay per call enhanced and/or information services before choosing to access those services. It is the responsibility of the end user to decide the suitability of the enhanced and/or information service before accessing the service. The Company will not become involved in disputes between an end user and a customer. The customer providing pay per call enhanced and/or information services for which the total charge exceeds \$3.00, must include a clearly understandable and audible preamble statement at the beginning of the pay per call enhanced and/or information service that includes the following information: a generic description of the information or service that the end user will receive if the call is completed (i.e., "sports scores", "stock quotes", etc.), the name of the provider of the enhanced and/or information service, and a statement regarding the charge to the end user as follows: "This call will cost you \$ \_\_\_\_\_. If you do not wish to incur this charge, hang up now." The preamble message must be given within 15 seconds and must be followed by a 3 second period within which the caller can hang up without being charged for the call. The program providing pay per call enhanced and/or information services may allow the end user to affirmatively bypass a preamble.~~
- ~~J. The customer must provide for each program promotion where there is a potential for minors (defined as under 18 years of age) to be attracted to the program, clear and conspicuous notification, in language understandable to children, of the requirement to obtain parental permission before placing or continuing with the call (i.e., "Children, you should ask your parents for permission before calling. Hang up now if you have not asked your parents for permission before calling this number.") The parental consent notification must appear prominently in all advertising and promotional materials, and in the program preamble. Children's programs shall not have rates in excess of \$5.00 per call, and shall not include the enticement of a gift or premium.~~
- ~~K. The customer must prominently disclose the additional cost per minute or per call for any other telephone number that the customer's end user is referred to either directly or indirectly.~~

#### A37.1.5 Payment Arrangements and Audit Provisions

- ~~A. The Company will issue a remittance check each month to each customer for which it provides Bill Processing Service. The amount will be based upon the total revenue billed to end users of the customer, less the Company's rates and charges as specified in A37.1.6 following and less any uncollectibles or adjustments.~~
- ~~Remittance will be made to the customer within thirty days following the close of the month under report.~~
- ~~If service is discontinued, all remittance money due the provider may be credited or applied to the final bill issued for the charges associated with this Section of this Tariff.~~
- ~~Should the Company's charges plus any uncollectibles and adjustments exceed the total revenue billed, the customer will remit to the Company the outstanding balance within thirty days from the date of the Company's invoice.~~

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ISSUED: April 21, 2006 ISSUED: July 1, 1996

EFFECTIVE: May 6, 2006 EFFECTIVE: July 15, 1996

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Miami, Florida

## A37. BILLING AND COLLECTION SERVICES <sup>4</sup>

(T)(N)

### A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)

(O)

#### A37.1.5 Payment Arrangements and Audit Provisions (Cont'd)

##### A. (Cont'd)

~~In the event the customer cancels Bill Processing Service, the customer is responsible for any outstanding balance which is not covered by the customer's total revenue billed less any uncollectibles and adjustments and shall pay such amount to the Company within thirty days from the date of the Company's invoice.~~

~~B. Upon written notice by the customer to the Company, the customer shall have the right through an authorized representative to examine and audit, during normal business hours and at reasonable intervals determined by the Company, all such records and accounts, as may under recognized accounting practices contain information bearing upon the amount payable to the customer. Adjustments shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.~~

~~Any information received or reviewed by the customer or an authorized representative during the audit is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.~~

#### A37.1.6 Rates and Charges

##### A. Customer Charges

##### 1. Account Establishment

(a) Per customer

Nonrecurring Charge	USOC
\$3,000.00	NA

##### 2. Per End User's Bill

(a) Per line, or portion of line

Rate	USOC
\$.04	NA

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EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service**

(O)(T)

(Obsoleted 5/6/2006, Type 2. This service is not available for new installations on and after the specified obsolete date.)

(N)

#### **A137.1.1 General**

(O)(T)

- A.** This Section of this Tariff covers the provision of Bill Processing Service to enhanced and information service providers (customers). Bill Processing Service allows a customer to send rated charges to the Company to be printed on the end user's telephone bill. In order for the Company to bill for these services, the end user must be a subscriber of the Company who receives a monthly telephone bill. Enhanced and/or information services are defined as those services which are offered over the Company's common carrier facilities and which employ computer processing applications that: act on the format, content, code, protocol, or similar aspects of the end user's transmitted information; provide the end user additional, different, or restructured information; or involve end user interaction with stored information. Enhanced and/or information service providers include those customers who provide on-line: transaction processing, alarm monitoring and telemetry, telemessaging/answering services, voice messaging, electronic messaging, database services, videotex services, audiotex services, electronic data interchange, data processing services, video services, database management services, network management services and facilities management services and any set or subset of these or similar services. Services offered using 900 numbers, or 700 numbers used in a 900-like manner, will not be billed under the terms of this Tariff. (O)
- B.** The Company will provide Bill Processing Service pursuant to this Section of this Tariff in its operating territory. Billing will be provided only for customer rated service charges. The customer will provide rated service charges, properly formatted and ready to be printed, to the Company for inclusion on the end user's bill. These charges will appear on a page separate from any page showing Company charges and from any page showing certified carrier charges. Charges for more than one customer may appear on this separate page. The end user will remit payment for these charges to the Company. The Company will remit payment to the customer each month based upon the total revenue billed to end users less the Company's charges, any uncollectibles, and any adjustments. (O)
- C.** Programming which involves live group interaction, such as "GAB" lines, "chat" lines or similar type programs where the primary purpose is for callers to interact with one another, will not be billed under the terms of this Tariff. (O)
- D.** Automated calls will not be billed if such calls have not been affirmatively accepted by the billed party (e.g., affirmative acceptance is not present when a call is automatically billed to called party if called party does not disconnect within a given time period). Automated calls must comply with the provisions of the Telephone Consumer Protection Act of 1991, all federal regulations promulgated thereunder and all applicable state statutes and tariffs. (O)
- E.** Autodialers which deliver a recorded message to the end user must release the connection as promptly as possible following disconnection by the end user. (O)

#### **A137.1.2 Undertaking of the Company**

(O)(T)

- A.** When Bill Processing Service is ordered by a customer, the Company will establish an account for the customer and render bills to the end users in the Company's territory to whom the Company normally provides a monthly telephone bill. Bill Processing Service will be provided at the rates and charges as set forth in A137.1.6. (O)(T)
- B.** The Company will bill all customer-rated service charges provided by the customer. Toll messages will not be billed under this Section of this Tariff. The bill format will be determined by the Company. (O)

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

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Miami, Florida

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.2 Undertaking of the Company (Cont'd)**

(O)(T)

- C.** When the customer supplies properly formatted input records, the Company will process those input records in the Company's next billing cycle. The Company will furnish the customer the precise details of the billing format. If, in the course of Company business, it is necessary to change the format, the Company will attempt to notify customers affected by this change six months prior to the change. (O)
- D.** With the exception of enhanced/Information Services provided by the Company, these statements will be included on a page, separate from any page showing Company charges and from any page showing certified carrier charges, as part of the regular monthly telephone bill. Charges for more than one customer may appear on this separate page. (O)
- E.** Typically, the Company will be paying out the billed amount to the customer prior to receiving payment from the end user. Therefore, the Company reserves the right to require a deposit from the customer to cover any potential deficiency that may arise as a result of end user non-payment of the billed charges. This deposit may be up to the equivalent of the customer's anticipated billing for a three month period. The deposit may be made in cash or by an approved bank letter of credit. All cash deposits will accrue interest as described in Section A2. of this Tariff. Upon termination of service, the deposit and any accrued interest may be credited by the Company against uncollectibles and/or adjustments. The balance, if any, shall be returned promptly to the customer but in no event later than forty-five days after service is discontinued. (O)  
Bill Processing Service may be suspended if the billing submitted during a month exceeds one-third of the deposit on record. The customer may be required to either adjust the billing or increase the deposit to cover the higher amount.
- F.** The Company will not become involved in disputes between a customer and the customer's end users. The end user will be referred to the customer for resolution of any disputed charges. The customer will provide adjustments to end user accounts using the established billing procedures. Therefore, the Company should not find it necessary to remove customer charges from the end user's bill. However, the Company may block billing of a customer's charges to an end user's telephone number pending resolution of a dispute between the end user and the customer. If resolution is not reached, the Company may remove a customer's disputed charge from an end user's bill and deduct that amount from the customer's accounts receivable. It will be the customer's responsibility to pursue the collection of that amount. Upon notification that the dispute has been resolved, billing to the end user's telephone number may be resumed. (O)
- G.** The Company will not render bills under this Section of this Tariff for the provision and/or delivery of telegrams, flowers, gifts, wine or other similar services. (O)
- H.** Nonpayment of customer billing by an end user shall not be cause for denial or termination of an end user's local exchange service. (O)
- I.** The Company will not bill any pay-per-call charges on behalf of the subscriber that exceed a maximum of \$10.00. (O)

#### **A137.1.3 Liability of the Company**

(O)(T)

- A.** If the Company finds, or is notified of, an error in billing to an end user, the Company will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provides the service. If the error is caused by the Company and the Company cannot timely bill the proper end user, the extent of the Company's liability for damages will be the known amount misbilled. If the error is not caused by the Company, the customer shall be liable for all appropriate charges as specified in A137.1.6 following and any other cost and expenses incurred by the Company to correct the error. (O)(T)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

~~EFFECTIVE: May 6, 2006~~ EFFECTIVE: May 5, 2006

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.3 Liability of the Company (Cont'd)**

(O)(T)

- B.** If Bill Processing Service detail is not available because the Company lost or damaged records or incurred processing system outages, the Company will attempt to recover the lost billing data. If the customer's lost billing data cannot be recovered, the customer will be asked to resupply the billing data. If the customer cannot provide the billing data, the Company will estimate the volume of lost billing and associated revenue based on previously known values. In such an event, the extent of the Company's liability for damages shall be limited to the granting of a credit adjustment to the customer of estimated amounts due to account for the unbillable revenue. (O)
- C.** In the absence of willful misconduct, no liability for damages to the customer other than as set forth in A. and B. preceding shall attach to the Company for Company action or the conduct of Company employees in providing Bill Processing Service. (O)
- D.** A customer may not use the Company's facilities and services, including but not limited to, the Company's billing and collection services for the provision of enhanced and/or information services if the display, broadcasting or transmission of such services are in violation of federal, state or local law. The Company will take all legal and practical steps to disassociate itself from customers providing enhanced and/or information services (or individual services provided by such customers) whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users. This may result in refusal to provide billing and collection services to such customers. (O)

#### **A137.1.4 Obligations of the Customer**

(O)(T)

- A.** The customer must provide rated service charges in order to subscribe to Bill Processing Service. The customer will provide the rated charges and those charges must be in the standard format established by the Company and delivered to the location specified by the Company. The customer may not submit service charges more than six months old. Customer-provided charges must identify the end user account to be billed. (O)
- B.** When submitting the end user charges, the customer will also include the customer name and telephone number to which inquiries should be directed and which will be provided to the end user on the bill page. (O)
- C.** The customer, in the listing of charges to the end user, will provide a total amount billed. The total charges billed to the end user will include the appropriate federal, state and/or local jurisdiction taxes. The customer is solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the customer's billing to the end user through Bill Processing Service. (O)

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Miami, Florida

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## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.4 Obligations of the Customer (Cont'd)**

(O)(T)

##### **C. (Cont'd)**

(O)

Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's provision of service in this Section of this Tariff, the Company will advise the customer and the customer shall be liable for any such tax, interest, penalty and surcharge. The customer shall immediately reimburse the Company the amount of such tax, interest, penalty and surcharge paid by the Company. If the customer disagrees with the determination that any taxes are due by the Company or disagrees with an assessment of any tax, interest, penalty and surcharge due by the Company as a result of the Company's provision of this service, the customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax. The customer may protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, interest, penalty, and surcharge ultimately determined to be due.

(O)

**D.** The customer is responsible for collecting from the end user any deposit amount required for the services provided by the customer.

(O)

**E.** The customer must provide the end user with written notification that future charges from the customer will be included on the end user's bill for Local Exchange Service.

(O)

**F.** The customer will not use the Bill Processing Service as a means of placing any informational messages onto the bill page.

(O)

**G.** Bill Processing Service shall not be used for any communication which is prohibited by law, or which is unlawful, contains matter which implicitly or explicitly invites, describes, stimulates, excites, arouses, or otherwise refers to sexual conduct, or which contains sexual innuendo which may arouse or attempt to arouse sexual desire. This service is not to be used or administered in conjunction with misleading, exploitative or similarly abusive business practices. The dissemination of such messages by the customer shall be grounds for immediate discontinuance of Bill Processing Service and the Company will have no liability to anyone as a result of Company action in this regard.

(O)

**H.** The customer shall respond promptly to any and all complaints lodged with any regulatory authority against any of its enhanced and/or information services for which the Company provides billing services. If requested by the Company, the customer shall assist the Company in responding to complaints made to the Company concerning any enhanced and/or information service of the customer.

(O)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006 ~~EFFECTIVE: May 5, 2006~~

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.4 Obligations of the Customer (Cont'd)**

(O)(T)

- I.** The Company will actively support industry efforts aimed at providing end users with advance information to enable end users to judge the suitability or unsuitability of pay-per-call enhanced and/or information services before choosing to access those services. It is the responsibility of the end user to decide the suitability of the enhanced and/or information service before accessing the service. The Company will not become involved in disputes between an end user and a customer. The customer providing pay-per-call enhanced and/or information services for which the total charge exceeds \$3.00, must include a clearly understandable and audible preamble statement at the beginning of the pay-per-call enhanced and/or information service that includes the following information: a generic description of the information or service that the end user will receive if the call is completed (i.e., "sports scores", "stock quotes", etc.), the name of the provider of the enhanced and/or information service, and a statement regarding the charge to the end user as follows: "This call will cost you \$ . If you do not wish to incur this charge, hang up now." The preamble message must be given within 15 seconds and must be followed by a 3 second period within which the caller can hang up without being charged for the call. The program providing pay-per-call enhanced and/or information services may allow the end user to affirmatively bypass a preamble. (O)
- J.** The customer must provide for each program promotion where there is a potential for minors (defined as under 18 years of age) to be attracted to the program, clear and conspicuous notification, in language understandable to children, of the requirement to obtain parental permission before placing or continuing with the call (i.e., "Children, you should ask your parents for permission before calling. Hang up now if you have not asked your parents for permission before calling this number.") The parental consent notification must appear prominently in all advertising and promotional materials, and in the program preamble. Children's programs shall not have rates in excess of \$5.00 per call, and shall not include the enticement of a gift or premium. (O)
- K.** The customer must prominently disclose the additional cost per minute or per call for any other telephone number that the customer's end user is referred to either directly or indirectly. (O)

#### **A137.1.5 Payment Arrangements and Audit Provisions**

(O)(T)

- A.** The Company will issue a remittance check each month to each customer for which it provides Bill Processing Service. The amount will be based upon the total revenue billed to end users of the customer, less the Company's rates and charges as specified in A37.1.6 following and less any uncollectibles or adjustments. (O)
- Remittance will be made to the customer within thirty days following the close of the month under report. (O)
- If service is discontinued, all remittance money due the provider may be credited or applied to the final bill issued for the charges associated with this Section of this Tariff. (O)
- Should the Company's charges plus any uncollectibles and adjustments exceed the total revenue billed, the customer will remit to the Company the outstanding balance within thirty days from the date of the Company's invoice. (O)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006 ~~EFFECTIVE: May 5, 2006~~

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.5 Payment Arrangements and Audit Provisions (Cont'd)**

(O)(T)

##### **A. (Cont'd)**

(O)

- In the event the customer cancels Bill Processing Service, the customer is responsible for any outstanding balance which is not covered by the customer's total revenue billed less any uncollectibles and adjustments and shall pay such amount to the Company within thirty days from the date of the Company's invoice.

(O)

**B.** Upon written notice by the customer to the Company, the customer shall have the right through an authorized representative to examine and audit, during normal business hours and at reasonable intervals determined by the Company, all such records and accounts, as may under recognized accounting practices contain information bearing upon the amount payable to the customer. Adjustments shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party.

(O)

Any information received or reviewed by the customer or an authorized representative during the audit is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose.

(O)

#### **A137.1.6 Rates and Charges**

(O)(T)

##### **A. Customer Charges**

(O)

##### **1. Account Establishment**

(O)

(a) Per customer

**Nonrecurring**

**Charge**  
**\$3,000.00**

**USOC**  
**NA**

(O)

##### **2. Per End User's Bill**

(O)

(a) Per line, or portion of line

**Rate**  
**\$.04**

**USOC**  
**NA**

(O)

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

**A137. BILLING AND COLLECTION SERVICES**

(N)

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(N)

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<u>A137.1.2</u>	<u>Undertaking of the Company</u>	<u>1</u>	<u>(N)</u>
<u>A137.1.3</u>	<u>Liability of the Company</u>	<u>2</u>	<u>(N)</u>
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~~ISSUED: April 21, 2006~~ ~~ISSUED: July 1, 1996~~

~~EFFECTIVE: May 6, 2006~~ ~~EFFECTIVE: July 15, 1996~~

~~BY: Marshall M. Criser III, President -FL~~ ~~BY: Joseph P. Lacher, President -FL~~  
Miami, Florida

## A37. BILLING AND COLLECTION SERVICES <sup>4</sup>

(T)(\*)

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~~Note 1: Text is shown as new due to reissue of all Tariff Sections. No changes in rates or regulations were made with this filing.~~

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BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

Second Revised Page 1  
Cancels First Revised Page 1

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006

## **A37. BILLING AND COLLECTION SERVICES**

### **A37.1 Bill Processing Service (Obsoleted, See A137.1)**

(0)

BELLSOUTH  
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GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 2  
Cancels Original Page 2

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A37. BILLING AND COLLECTION SERVICES**

(T)

### **A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)**

(O)

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GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 3  
Cancels Original Page 3

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A37. BILLING AND COLLECTION SERVICES**

(T)

### **A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)**

(O)

BELLSOUTH  
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GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 4  
Cancels Original Page 4

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A37. BILLING AND COLLECTION SERVICES**

(T)

### **A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)**

(O)

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GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 5  
Cancels Original Page 5

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A37. BILLING AND COLLECTION SERVICES**

(T)

### **A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)**

(O)



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GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 6  
Cancels Original Page 6

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A37. BILLING AND COLLECTION SERVICES**

(T)

### **A37.1 Bill Processing Service (Obsoleted, See A137.1) (Cont'd)**

(O)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service**

(O)(T)

(Obsoleted 5/6/2006, Type 2. This service is not available for new installations on and after the specified obsolete date.)

(N)

#### **A137.1.1 General**

(O)(T)

- A. This Section of this Tariff covers the provision of Bill Processing Service to enhanced and information service providers (customers). Bill Processing Service allows a customer to send rated charges to the Company to be printed on the end user's telephone bill. In order for the Company to bill for these services, the end user must be a subscriber of the Company who receives a monthly telephone bill. Enhanced and/or information services are defined as those services which are offered over the Company's common carrier facilities and which employ computer processing applications that: act on the format, content, code, protocol, or similar aspects of the end user's transmitted information; provide the end user additional, different, or restructured information; or involve end user interaction with stored information. Enhanced and/or information service providers include those customers who provide on-line: transaction processing, alarm monitoring and telemetry, telemessaging/answering services, voice messaging, electronic messaging, database services, videotex services, audiotex services, electronic data interchange, data processing services, video services, database management services, network management services and facilities management services and any set or subset of these or similar services. Services offered using 900 numbers, or 700 numbers used in a 900-like manner, will not be billed under the terms of this Tariff. (O)
- B. The Company will provide Bill Processing Service pursuant to this Section of this Tariff in its operating territory. Billing will be provided only for customer rated service charges. The customer will provide rated service charges, properly formatted and ready to be printed, to the Company for inclusion on the end user's bill. These charges will appear on a page separate from any page showing Company charges and from any page showing certified carrier charges. Charges for more than one customer may appear on this separate page. The end user will remit payment for these charges to the Company. The Company will remit payment to the customer each month based upon the total revenue billed to end users less the Company's charges, any uncollectibles, and any adjustments. (O)
- C. Programming which involves live group interaction, such as "GAB" lines, "chat" lines or similar type programs where the primary purpose is for callers to interact with one another, will not be billed under the terms of this Tariff. (O)
- D. Automated calls will not be billed if such calls have not been affirmatively accepted by the billed party (e.g., affirmative acceptance is not present when a call is automatically billed to called party if called party does not disconnect within a given time period). Automated calls must comply with the provisions of the Telephone Consumer Protection Act of 1991, all federal regulations promulgated thereunder and all applicable state statutes and tariffs. (O)
- E. Autodialers which deliver a recorded message to the end user must release the connection as promptly as possible following disconnection by the end user. (O)

#### **A137.1.2 Undertaking of the Company**

(O)(T)

- A. When Bill Processing Service is ordered by a customer, the Company will establish an account for the customer and render bills to the end users in the Company's territory to whom the Company normally provides a monthly telephone bill. Bill Processing Service will be provided at the rates and charges as set forth in A137.1.6. (O)(T)
- B. The Company will bill all customer-rated service charges provided by the customer. Toll messages will not be billed under this Section of this Tariff. The bill format will be determined by the Company. (O)

FLORIDA

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.2 Undertaking of the Company (Cont'd)**

(O)(T)

- C. When the customer supplies properly formatted input records, the Company will process those input records in the Company's next billing cycle. The Company will furnish the customer the precise details of the billing format. If, in the course of Company business, it is necessary to change the format, the Company will attempt to notify customers affected by this change six months prior to the change. (O)
- D. With the exception of enhanced/Information Services provided by the Company, these statements will be included on a page, separate from any page showing Company charges and from any page showing certified carrier charges, as part of the regular monthly telephone bill. Charges for more than one customer may appear on this separate page. (O)
- E. Typically, the Company will be paying out the billed amount to the customer prior to receiving payment from the end user. Therefore, the Company reserves the right to require a deposit from the customer to cover any potential deficiency that may arise as a result of end user non-payment of the billed charges. This deposit may be up to the equivalent of the customer's anticipated billing for a three month period. The deposit may be made in cash or by an approved bank letter of credit. All cash deposits will accrue interest as described in Section A2. of this Tariff. Upon termination of service, the deposit and any accrued interest may be credited by the Company against uncollectibles and/or adjustments. The balance, if any, shall be returned promptly to the customer but in no event later than forty-five days after service is discontinued.  
Bill Processing Service may be suspended if the billing submitted during a month exceeds one-third of the deposit on record. The customer may be required to either adjust the billing or increase the deposit to cover the higher amount. (O)
- F. The Company will not become involved in disputes between a customer and the customer's end users. The end user will be referred to the customer for resolution of any disputed charges. The customer will provide adjustments to end user accounts using the established billing procedures. Therefore, the Company should not find it necessary to remove customer charges from the end user's bill. However, the Company may block billing of a customer's charges to an end user's telephone number pending resolution of a dispute between the end user and the customer. If resolution is not reached, the Company may remove a customer's disputed charge from an end user's bill and deduct that amount from the customer's accounts receivable. It will be the customer's responsibility to pursue the collection of that amount. Upon notification that the dispute has been resolved, billing to the end user's telephone number may be resumed. (O)
- G. The Company will not render bills under this Section of this Tariff for the provision and/or delivery of telegrams, flowers, gifts, wine or other similar services. (O)
- H. Nonpayment of customer billing by an end user shall not be cause for denial or termination of an end user's local exchange service. (O)
- I. The Company will not bill any pay-per-call charges on behalf of the subscriber that exceed a maximum of \$10.00. (O)

#### **A137.1.3 Liability of the Company**

(O)(T)

- A. If the Company finds, or is notified of, an error in billing to an end user, the Company will make a reasonable effort to correct the error and bill the appropriate end user within the limits permitted by laws of the state in which it provides the service. If the error is caused by the Company and the Company cannot timely bill the proper end user, the extent of the Company's liability for damages will be the known amount misbilled. If the error is not caused by the Company, the customer shall be liable for all appropriate charges as specified in A137.1.6 following and any other cost and expenses incurred by the Company to correct the error. (O)(T)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.3 Liability of the Company (Cont'd)**

(O)(T)

- B.** If Bill Processing Service detail is not available because the Company lost or damaged records or incurred processing system outages, the Company will attempt to recover the lost billing data. If the customer's lost billing data cannot be recovered, the customer will be asked to resupply the billing data. If the customer cannot provide the billing data, the Company will estimate the volume of lost billing and associated revenue based on previously known values. In such an event, the extent of the Company's liability for damages shall be limited to the granting of a credit adjustment to the customer of estimated amounts due to account for the unbillable revenue. (O)
- C.** In the absence of willful misconduct, no liability for damages to the customer other than as set forth in A. and B. preceding shall attach to the Company for Company action or the conduct of Company employees in providing Bill Processing Service. (O)
- D.** A customer may not use the Company's facilities and services, including but not limited to, the Company's billing and collection services for the provision of enhanced and/or information services if the display, broadcasting or transmission of such services are in violation of federal, state or local law. The Company will take all legal and practical steps to disassociate itself from customers providing enhanced and/or information services (or individual services provided by such customers) whose business and/or public conduct (whether demonstrated or proposed) is of a type that generates unacceptable levels of complaints by end users. This may result in refusal to provide billing and collection services to such customers. (O)

#### **A137.1.4 Obligations of the Customer**

(O)(T)

- A.** The customer must provide rated service charges in order to subscribe to Bill Processing Service. The customer will provide the rated charges and those charges must be in the standard format established by the Company and delivered to the location specified by the Company. The customer may not submit service charges more than six months old. Customer-provided charges must identify the end user account to be billed. (O)
- B.** When submitting the end user charges, the customer will also include the customer name and telephone number to which inquiries should be directed and which will be provided to the end user on the bill page. (O)
- C.** The customer, in the listing of charges to the end user, will provide a total amount billed. The total charges billed to the end user will include the appropriate federal, state and/or local jurisdiction taxes. The customer is solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the customer's billing to the end user through Bill Processing Service. (O)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.4 Obligations of the Customer (Cont'd)**

(O)(T)

**C.** (Cont'd)

(O)

Should any federal, state or local jurisdiction determine that sales, use, gross receipts or any other taxes (including interest, penalties and surcharges thereon) are due by the Company as a result of the Company's provision of service in this Section of this Tariff, the Company will advise the customer and the customer shall be liable for any such tax, interest, penalty and surcharge. The customer shall immediately reimburse the Company the amount of such tax, interest, penalty and surcharge paid by the Company. If the customer disagrees with the determination that any taxes are due by the Company or disagrees with an assessment of any tax, interest, penalty and surcharge due by the Company as a result of the Company's provision of this service, the customer shall, at its option and expense (including immediate payments of any such assessment), have the right to seek a ruling as to the inapplicability of any such tax. The customer may protest any assessment and participate in any legal challenge to such assessment, but shall be liable for any tax, interest, penalty, and surcharge ultimately determined to be due.

(O)

**D.** The customer is responsible for collecting from the end user any deposit amount required for the services provided by the customer.

(O)

**E.** The customer must provide the end user with written notification that future charges from the customer will be included on the end user's bill for Local Exchange Service.

(O)

**F.** The customer will not use the Bill Processing Service as a means of placing any informational messages onto the bill page.

(O)

**G.** Bill Processing Service shall not be used for any communication which is prohibited by law, or which is unlawful, contains matter which implicitly or explicitly invites, describes, stimulates, excites, arouses, or otherwise refers to sexual conduct, or which contains sexual innuendo which may arouse or attempt to arouse sexual desire. This service is not to be used or administered in conjunction with misleading, exploitative or similarly abusive business practices. The dissemination of such messages by the customer shall be grounds for immediate discontinuance of Bill Processing Service and the Company will have no liability to anyone as a result of Company action in this regard.

(O)

**H.** The customer shall respond promptly to any and all complaints lodged with any regulatory authority against any of its enhanced and/or information services for which the Company provides billing services. If requested by the Company, the customer shall assist the Company in responding to complaints made to the Company concerning any enhanced and/or information service of the customer.

(O)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006

## **A137. BILLING AND COLLECTION SERVICES**

(N)

### **A137.1 Bill Processing Service (Cont'd)**

(O)(T)

#### **A137.1.4 Obligations of the Customer (Cont'd)**

(O)(T)

- I.** The Company will actively support industry efforts aimed at providing end users with advance information to enable end users to judge the suitability or unsuitability of pay-per-call enhanced and/or information services before choosing to access those services. It is the responsibility of the end user to decide the suitability of the enhanced and/or information service before accessing the service. The Company will not become involved in disputes between an end user and a customer. The customer providing pay-per-call enhanced and/or information services for which the total charge exceeds \$3.00, must include a clearly understandable and audible preamble statement at the beginning of the pay-per-call enhanced and/or information service that includes the following information: a generic description of the information or service that the end user will receive if the call is completed (i.e., "sports scores", "stock quotes", etc.), the name of the provider of the enhanced and/or information service, and a statement regarding the charge to the end user as follows: "This call will cost you \$\_\_\_\_. If you do not wish to incur this charge, hang up now." The preamble message must be given within 15 seconds and must be followed by a 3 second period within which the caller can hang up without being charged for the call. The program providing pay-per-call enhanced and/or information services may allow the end user to affirmatively bypass a preamble. (O)
- J.** The customer must provide for each program promotion where there is a potential for minors (defined as under 18 years of age) to be attracted to the program, clear and conspicuous notification, in language understandable to children, of the requirement to obtain parental permission before placing or continuing with the call (i.e., "Children, you should ask your parents for permission before calling. Hang up now if you have not asked your parents for permission before calling this number.") The parental consent notification must appear prominently in all advertising and promotional materials, and in the program preamble. Children's programs shall not have rates in excess of \$5.00 per call, and shall not include the enticement of a gift or premium. (O)
- K.** The customer must prominently disclose the additional cost per minute or per call for any other telephone number that the customer's end user is referred to either directly or indirectly. (O)

#### **A137.1.5 Payment Arrangements and Audit Provisions**

(O)(T)

- A.** The Company will issue a remittance check each month to each customer for which it provides Bill Processing Service. The amount will be based upon the total revenue billed to end users of the customer, less the Company's rates and charges as specified in A37.1.6 following and less any uncollectibles or adjustments. (O)

  - Remittance will be made to the customer within thirty days following the close of the month under report. (O)
  - If service is discontinued, all remittance money due the provider may be credited or applied to the final bill issued for the charges associated with this Section of this Tariff. (O)
  - Should the Company's charges plus any uncollectibles and adjustments exceed the total revenue billed, the customer will remit to the Company the outstanding balance within thirty days from the date of the Company's invoice. (O)

ISSUED: April 21, 2006  
BY: Marshall M. Criser III, President -FL  
Miami, Florida

EFFECTIVE: May 6, 2006

## A137. BILLING AND COLLECTION SERVICES (N)

### A137.1 Bill Processing Service (Cont'd) (O)(T)

#### A137.1.5 Payment Arrangements and Audit Provisions (Cont'd) (O)(T)

A. (Cont'd) (O)

- In the event the customer cancels Bill Processing Service, the customer is responsible for any outstanding balance which is not covered by the customer's total revenue billed less any uncollectibles and adjustments and shall pay such amount to the Company within thirty days from the date of the Company's invoice. (O)

B. Upon written notice by the customer to the Company, the customer shall have the right through an authorized representative to examine and audit, during normal business hours and at reasonable intervals determined by the Company, all such records and accounts, as may under recognized accounting practices contain information bearing upon the amount payable to the customer. Adjustments shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement expressly waiving such right appears in a letter signed by the authorized representative of the party having such right and delivered to the other party. (O)

Any information received or reviewed by the customer or an authorized representative during the audit is to be considered confidential and is not to be distributed, provided or disclosed in any form to anyone not involved in the audit, nor is such information to be used for any other purpose. (O)

#### A137.1.6 Rates and Charges (O)(T)

A. Customer Charges (O)

1. Account Establishment (O)

(a) Per customer

<b>Nonrecurring Charge</b>	<b>USOC</b>
<b>\$3,000.00</b>	<b>NA</b>

2. Per End User's Bill (O)

(a) Per line, or portion of line

<b>Rate</b>	<b>USOC</b>
<b>\$.04</b>	<b>NA</b>

ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

BY: Marshall M. Criser III, President -FL  
Miami, Florida

## **A137. BILLING AND COLLECTION SERVICES**

(N)

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(N)

#### **A137.1 Bill Processing Service**

1 (N)

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1 (N)

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1 (N)

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2 (N)

A137.1.4 Obligations of the Customer

3 (N)

A137.1.5 Payment Arrangements and Audit Provisions

5 (N)

A137.1.6 Rates and Charges

6 (N)



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

First Revised Page 1  
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ISSUED: April 21, 2006

EFFECTIVE: May 6, 2006

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**A37. BILLING AND COLLECTION SERVICES**

(T)

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**A37.1 Bill Processing Service (Obsoleted, See A137.1)**

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