



## Customer Information and Bylaws



**YOUR ALL-IN-ONE TECHNOLOGY COMPANY**

**ftc.net • 888-218-5050**



## WELCOME TO FTC

**James L. Brown III**  
*Chief Executive Officer*

### **FTC STORE HOURS**

8 a.m. - 5 p.m.  
Monday - Friday

**Wesmark**  
9 a.m. - 1 p.m.  
Saturday

### **CUSTOMER SERVICE CONTACT CENTER HOURS**

8 a.m. - 6 p.m.  
Monday - Friday

**ftc.net • 888-218-5050**

The Board of Directors and Management of FTC welcome you as a new member of our organization. We appreciate your patronage and are committed to providing state-of-the-art telecommunications for your home or business. Our objective is to provide dependable service on a Cooperative plan based on sound management principles.

This booklet will introduce you to your telephone Cooperative and explain important company policies.

We look forward to serving you, and again extend a warm hometown welcome to FTC!

Cordially,

FARMERS TELEPHONE COOPERATIVE, INC.

Sammy Burrows, Secretary  
Board of Directors

## BRIEF HISTORY OF YOUR COOPERATIVE

In the years after World War II, it became apparent to local leaders and businessmen the need and desire existed for modern communication facilities in the rural area and small communities of the South Carolina Midlands.

During a meeting held late in 1951, a plan was formulated to furnish this service. Mr. R.D. Guerry was selected as manager. Mr. Guerry, now deceased, served Farmers Telephone Cooperative in this capacity for a dedicated 20 years. Mr. Guerry, looking toward the future, hired qualified personnel. Among those employed, Mr. Aubrey Judy, hired in 1964, was selected by the Cooperative's Board of Directors to succeed Mr. Guerry as manager in 1971. Mr. Judy retired after 30 years of service to the Cooperative. Mr. John McDaniel, a Cooperative employee for 26 years at that point in his career, was selected by the Board in 1994 to succeed Mr. Judy as Chief Executive Officer. Nearly 13 years later, after serving the Cooperative for nearly four decades, Mr. McDaniel announced his retirement at the end of 2006 and turned over his responsibilities to Mr. F. Bradley Erwin, who served until 2022. Mr. James L. Brown III succeeded him and still leads the Cooperative as CEO.

Farmers Telephone Cooperative is served by a Board of Directors. There is one director from each of the eight districts in FTC territory. They are elected for three-year terms. The Cooperative serves rural and urban areas of Clarendon, lower Florence, Lee, Sumter and Williamsburg counties.

As the telecommunications world has grown, so has the Cooperative, offering not only telephone service but also Internet, Wireless, Security and TV. The additional services started in 1994, when FTC launched Wireless service. That followed a year later with Internet, which now reaches speeds up to 1 gig — the fastest speeds in the area — for customers on FTC's state-of-the-art fiber optic network. Security was introduced in 2007 and TV came along in 2010.

Farmers Telephone Cooperative, Inc. takes pride in the contribution it has made to the general well-being of the area it serves and is always appreciative of the assistance everyone has given in developing this telephone Cooperative into one of the largest in the United States. Still our mission is not complete. FTC and its employees, just like they did all those years ago, strive daily to faithfully serve their customers and make the people in this part of South Carolina proud of the Cooperative they call their own.

## WHAT IS A COOPERATIVE?

The underlying principles that distinguish Cooperatives from other corporate forms of business are: (1) operations at cost (nonprofit); (2) democratic control by members; and (3) limited return on capital.

Ordinary business corporations are owned by stockholders who normally have one vote for each share of stock owned or controlled. A stockholder with only a few shares of stock has little voice in the conduct of the business. Usually, the interest of stockholders is limited to increasing the return on their dollar investment.

A telephone Cooperative is owned by its member-subscribers who control it through their votes with each member having one vote. Telephone Cooperative members are primarily concerned with the type, adequacy, and cost of service they receive as, generally, no interest or dividends may be paid on their investment in the Cooperative.

To ensure the business will function according to their wishes, members of telephone Cooperatives elect a board of directors from among themselves — usually on the basis of ability, knowledge, and interest in the organization. Board members do not receive salaries for their services as such. They are reimbursed for expenses incurred when performing Cooperative business, however, and may receive a fixed sum for each day actually spent on Cooperative business.

The main functions of the board of directors are to set policies, provide for their implementation and ascertain they are being carried out. The Board hires a manager to take charge of operating the Cooperative.

RUS (Rural Utilities Service) financed telephone Cooperatives are independent enterprises — established, owned, and operated by local people to provide themselves with the advantages of modern telephone service. Each telephone system is subject to applicable Federal and State Laws and the RUS loan security documents and is responsible for the efficient management of its affairs, the repayment of the RUS loan, and the achievement of the objectives of the RUS program. One of the many ways of contributing toward the achievement of these objectives is for the board of directors to establish policies that encourage broad participation in the affairs of the Cooperative by the members.

## STATEMENT OF NONDISCRIMINATION

Farmers Telephone Cooperative, Inc. is the recipient of federal financial assistance from the U.S. Department of Agriculture (USDA). In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

Last Modified 10/2/20

## BYLAWS OF FARMERS TELEPHONE COOPERATIVE, INC.

### ARTICLE I MEMBERSHIP

**SECTION 1. Requirements for Membership.** Any person, firm, association, corporation or body politic or subdivision thereof meeting the Requirements for Membership may become a member/shareholder (hereinafter called "member") of the Farmers Telephone Cooperative, Incorporated (hereinafter called the "Co-op") by:

- (a) making a subscription to stock and application for membership therein in writing or orally in a form and manner approved by the Board.
- (b) agreeing to purchase from the Co-op service as hereinafter specified in compliance with the following requirements:
  - (1) active subscription to telephone service(s) as statutorily defined and provided by the Co-op and delineated by the Board;
  - (2) residence or physical service address within the Co-op service area;
  - (3) no exchange, interexchange, resellers or other carriers may be members.
- (c) agreeing to comply with and be bound by the articles of incorporation and bylaws of the Co-op and any rules and regulations adopted by the Board of Directors (hereinafter called the "Board");
- (d) agreeing to purchase a minimum of three (3) shares of capital stock at a par value of \$5 per share, upon such uniform terms and conditions as may from time to time be established by the Board of Directors.

Provided, however, that agreement to pay or payment of the par value of the shares of stock in accordance with the provisions of these bylaws by a landlord on behalf of an applicant for membership who is a tenant occupying premises owned by such landlord and served by the Co-op shall constitute compliance by such applicant with subdivision (d) of this section; and provided further, however, that no person, firm, association, corporation or body politic or subdivision thereof shall become a member unless and until he, or it, has met the Requirements for Membership and has been accepted for membership by the Board or the members. No member may hold more than 20% of the shares of stock in the Co-op, and no share of stock shall be transferable, except as provided in these bylaws.

Beginning six months after the date of incorporation, all applications received more than thirty days prior to each meeting of the members, which have not been accepted or which have been rejected by the Board shall be submitted by the Secretary to such meeting, and subject to compliance by the applicant with the requirements thereafter set forth, any such application may be accepted by voice of the members. The Secretary shall give each such applicant at least ten days written notice of the date of the member's meeting to which the application will be submitted and such applicant shall be entitled to be present and heard at the meeting.

**SECTION 2. Membership Certificates.** Membership in the Co-op shall be evidenced by a stock certificate (hereinafter called “membership certificate”) which shall be in such form and shall contain such provisions as shall be determined by the Board. Such certificate may be retained by the Co-op and acknowledged on its records in lieu of issuing certificates to its members. Members may request and receive evidence of membership in such form as approved by the Board.

**SECTION 2A.** The term “member” as used in these bylaws shall be deemed to include a husband and wife holding a joint membership and any provisions relating to the rights and liabilities of membership shall apply equally with respect to holders of a joint membership. Without limiting the generality of the foregoing, the effect of the hereinafter specified actions by or in respect to the holders of a joint membership shall be as follows:

- (a) The presence at a meeting of either or both shall be regarded as the presence of one member and shall have the effect of revoking a proxy by either or both and of constituting a joint waiver of notice of the meeting;
- (b) The vote of either separately or both jointly shall constitute one joint vote;
- (c) A proxy executed by either or both shall constitute one joint proxy;
- (d) A waiver of notice signed by either or both shall constitute a joint waiver;
- (e) Notice to either shall constitute notice to both;
- (f) Expulsion of either shall terminate the joint membership;
- (g) Withdrawal of either shall terminate the joint membership;
- (h) Either but not both may be elected or appointed as an officer or trustee, provided that both meet the qualifications for such office.
- (i) Upon the death of either spouse who is a party to the joint membership, such membership shall be held solely by the survivor. The outstanding membership certificate shall be reissued in such manner as shall indicate the changed membership status; provided, however, that the estate of the deceased shall not be released from any debts due the Cooperative.
- (j) Upon the legal separation or divorce of the holders of a joint membership, such membership shall continue to be held solely by the one who continues directly to occupy or use the premises covered by such membership, in the same manner and to the same effect as though such membership had never been joint; provided, that the other spouse shall not be released from any debts due the corporation.
- (k) For purposes of this section, spouse is hereby defined as the wife or husband of a member as evidenced by a valid marriage certificate or other official record establishing the marriage relationship, i.e. probate records; certified court order establishing the common law marriage of the member to the spouse; or as determined by the Co-op from clear and convincing evidence including, but not limited to, documentation from an independent source that the parties had entered into a common law marriage which determination shall be made in the sole discretion of the Co-op and no action, liability or claim shall arise by reason of such determination that a common law marriage did or did not exist.

**SECTION 3. Membership and Service Connection Fees and Grant of Easement.** The payment of the amount of stock mentioned in Section I, Paragraph (d) hereof by the applicant for membership, shall constitute the membership fee of such members and the payment of such fee, plus a service connection fee of such an amount as is from time to time fixed by the Board of Directors, shall make an applicant for membership eligible for one service connection. Additional fees may be paid for any additional connections, extensions or other available service in connection with the rules and regulations prescribed by the Board. By applying for membership, the applicant agrees the Co-op may have access on, under and above applicant’s premises and surrounding land to provide service and upon payment of membership and service connection fees, the applicant member grants and conveys unto Co-op, its successors and assigns, an easement and right of way over, across and under applicant/ member’s property so as to permit Co-op to provide service, which easement shall authorize the Co-op to enter upon said property from time to time and install and maintain facilities to provide to applicant/ member and other Co-op members in reasonable proximity service via facilities above, below or on the surface of the ground; said easement location being determined by the Co-op provided a member may request a relocation at the member’s expense and obtain a relocation if feasible as determined by the Co-op and upon payment of relocation expenses. It is the intent of this provision that the easement herein granted arises in favor of the Co-op at the time of application and payment of membership and service connection fees without requirement of further action or documentation; provided however, that, if requested by the Co-op, the member agrees to execute a written easement which may be filed of record with the Co-op and recording office of the County in which the property is situated where such documents are made a public record.

**SECTION 4. Purchase of Telephone Service.** Each member shall take telephone service from the Co-op to be used on the premises specified in his application for membership, and shall pay therefore monthly rates, which shall from time to time be fixed by the Board; provided, however, that the Board may limit the amount of telephone service, which the Co-op shall be required to furnish to any one member.

It is expressly understood that amounts paid for telephone service in excess of the cost of service are furnished by members as capital and each member shall be credited with the capital so furnished as provided in the bylaws. Each member shall pay to the Co-op such minimum amount per month for telephone service as shall be fixed by the Board from time to time. Each member shall also pay all amounts owed by him to the Co-op as and when the same shall become due and payable.

## SECTION 5. Termination of Membership.

- (a) The Board may, by the affirmative vote of not less than two-thirds of all the directors, expel any member who fails to comply with any of the provisions of the articles of incorporation, bylaws, or any rules or regulations adopted by the Board, but only if such member shall have been given written notice by the Secretary that such failure makes him liable to expulsion and such failure shall have continued for at least ten days after such notice was given. Any expelled member may be reinstated by vote of the Board or by vote of the members at any annual or special meeting. The membership of a member who has not permitted the installation of service within (30) days after he has been notified service is available to him, or of a member who has ceased to purchase telephone service from the Co-op, shall be cancelled by resolution of the Board:
- (b) Upon withdrawal, death, cessation of existence or expulsion of a member, the membership of such member shall thereupon terminate, and the membership certificate of such member shall be surrendered forthwith to the Co-op.
- (c) Any shareholder who shall desire to transfer shares of the common stock of the corporation owned by him, shall first offer the shares to the corporation which shall have the exclusive right to purchase such shares at a price equal to the par value thereof within thirty (30) days after such offer. Shares of stock so acquired by the corporation may be held by it as treasury stock or may be transferred or issued to other persons who are eligible for membership and who comply with the provisions of the charter and bylaws of the corporation with respect to the issuance of shares of common stock. If the corporation shall not have exercised its option to purchase such shares, the stockholder after the expiration of such time shall be free to sell such shares only to a person eligible for membership who has complied with the provisions of the charter and bylaws of the corporation with respect to the issuance of shares of common stock.
- (d) In case of withdrawal or termination of membership in any manner, the Cooperative shall repay to the member the amount of the membership fee paid by him, provided, however, that the Cooperative shall deduct from the amount of the membership fee the amount of any debts or obligations owing from the member to the Cooperative.

## ARTICLE II COMMON STOCK

**SECTION 1. Common Stock.** The common stock of the Cooperative shall be sold only to applicants for membership in the Cooperative upon such terms and amounts as heretofore set forth in ARTICLE I, Section I, Paragraph (d) and Section 3. Such common stock shall be non-interest bearing. The total authorized amount of capital stock shall be two million dollars with an initial issue of fifty-thousand dollars for incorporating purposes.

**SECTION 2. Certificates of Indebtedness.** The Board of Directors may, in its discretion, if the affairs of the Cooperative, in their opinion, warrants it, provide for the issuance of certificates of indebtedness for any sums borrowed by the Cooperative, upon such terms and conditions as the Board of Directors may determine, provided such terms and conditions will not be in conflict with the provisions of the loan contracts or mortgage agreements between the Cooperative and the United States of America.

## ARTICLE III RIGHTS AND LIABILITIES OF MEMBERS

**SECTION 1. Property Interest of Members.** Upon dissolution, after (a) all debts and liabilities of the Co-op shall have been paid, (b) all capital furnished through patronage shall have been retired as provided in these bylaws, and (c) all membership fees shall have been repaid, the remaining property and assets of the Co-op shall be distributed among the members and former members in the proportion which the aggregate patronage of each member bears to the total patronage of all such members, unless otherwise provided by law.

**SECTION 2. Non-Liability for Debts of the Co-op.** The private property of the members shall be exempt from execution of other liability for the debts of the Co-op and no member shall be liable or responsible for any debts or liabilities of the Co-op.

## ARTICLE IV MEETING OF MEMBERS

**SECTION 1. Annual Meeting.** The annual meeting of the members shall be held on such day after January first in each year beginning with the year 1953, as the Board of Directors may designate, at such place in a county in which the Co-op provides telephone service, as shall be designated by the Board of Directors and contained in the notice of the meeting, for the purpose of electing directors, passing upon reports for the previous fiscal year and transacting such other business as may come before the meeting. It shall be the responsibility of the Board to make adequate plans and preparation for the annual meeting. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the Co-op.

**SECTION 2. Special Meetings.** Special meetings of the members may be called by resolution of the Board, or upon a written request signed by any three directors, by the President, or by not less than ten per centum of all the members, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. Special meetings of the members may be held at any specified place within the County of Williamsburg, State of South Carolina, specified in the notice of the special meeting.

**SECTION 3. Notice of Members' Meetings.** Written notice stating the place, day and hour of the meeting and, in case of a special meeting or an annual meeting at which business requiring special notice is to be transacted, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than twenty (20) days before the date of the meeting, either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the persons calling the meeting, to each member. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the Co-op, with postage thereon prepaid. The failure of any member to receive notice of an annual or special meeting of the members shall not invalidate any action which may be taken by the members at any such meeting.

**SECTION 4. Quorum.** As long as the total number of members does not exceed five hundred, ten per centum of the total number of members present in person or by proxy shall constitute a quorum. In case the total number of members shall exceed five hundred, two hundred members (present in person or by proxy) shall constitute a quorum. If less than a quorum is present at any meeting, a majority of those present in person may adjourn the meeting from time to time without further notice. The minutes of each meeting shall contain a list of the members present in person.

**SECTION 5. Voting.** Each member shall be entitled to only one vote upon each matter submitted to a vote at a meeting of the members. All questions shall be decided by a vote of a majority of the members voting thereon in person or by proxy except as otherwise provided by law, the articles of incorporation or these bylaws.

**SECTION 6. Proxies.** A member may vote by proxy executed in writing by the member. Such proxy shall be filed with the Secretary at least five (5) days prior to the annual meeting. No proxy shall be valid after sixty days from the date of its execution. No proxy shall be valid unless it shall designate the particular meeting at which it is to be voted and no proxy shall be voted at any meeting other than the one so designated or any adjournment of such meeting. A member may give his proxy only to another member or to an adult relative living in the same house with such member, and no person may hold more than two (2) proxies at any meeting except where each person is exercising a proxy in connection with a proposed amendment to the corporate charter, and except where the Secretary of the Co-op (or his or her designee should he or she be unable to attend the meeting) is exercising a proxy in connection with the election of directors. The presence of a member at a meeting shall revoke a proxy theretofore executed by him or her and such member shall be entitled to vote at such meeting in the same manner and with the same effect as if he or she had not executed a proxy.

**SECTION 7. Credentials Committee.** The Board of Directors shall, at least ten (10) days before any meeting of the members, appoint a Credentials and Election Committee consisting of an uneven number of members,

not less than three (3) nor more than thirteen (13), and who are not close relatives or members of the same household of existing directors or known candidates for directors to be elected at such meeting. It shall be the responsibility of the committee to pass upon all questions that may arise with respect to registration of members in person or by proxy, to count all ballots cast in any election or in any other ballot vote taken, and to rule upon the effect of any ballots irregularly marked, as well as other matters relating to eligibility and qualification of the person attempting to exercise his or her vote. The committee's decision on all such matters shall be final.

**SECTION 8. Order of Business.** The order of business at the annual meeting of the members and, so far as possible, at all other meetings of the members, shall be essentially as follows, except as otherwise determined by the members at such meeting:

1. Report on the number of members present in person in order to determine the existence of a quorum.
2. Reading of the notice of the meeting and proof of the due publication or mailing thereof, or the waiver or waivers of notice of the meeting as the case may be.
3. Reading of unapproved minutes of previous meetings of the members and the taking of necessary action thereon.
4. Presentation and consideration of reports of officers, directors, and committees.
5. Election of directors.
6. Unfinished business.
7. New business.
8. Adjournment.

## ARTICLE V DIRECTORS

**SECTION 1. General Powers.** The business and affairs of the Co-op shall be managed by a board of directors which shall exercise all of the powers of the Co-op except such as are by law, the articles of the incorporation or these bylaws conferred upon or reserved to the members. The number of directors shall be no less than five (5) and no more than nine (9).

**SECTION 2. Election and Tenure of Office.** The persons named as directors in the articles of incorporation shall compose the Board until the annual meeting in 1953, or until their successors shall have been elected and shall have qualified. Beginning with the annual meeting in 1953 there shall be elected by and from the members three directors who shall serve a three year term, and three directors who shall serve a two year term and three directors who shall serve a one year term, initially, and thereafter at each annual meeting there shall be elected three directors who shall serve for a three year term, or until their successors shall have been elected and qualified; provided, however, that should the board consist of fewer than nine directors, the number of directors to be elected in any given year shall be

determined by the number of districts where rotation is scheduled to occur. If an election of directors shall not be held on the day designated herein for the annual meeting, or at any adjournment thereof, a special meeting of the members shall be held for the purpose of electing directors within a reasonable time thereafter. Directors shall be elected by secret ballot, unless the total number of nominations equals the number of directors to be elected, then in such event the election may be had viva voce. Directors may be elected by a plurality vote of the members present at the annual meeting in person or by proxy, provided, that the members present in person or by proxy shall constitute a quorum. Provided, that the work year as used in the Section shall be construed as the time between successive annual meetings and the expression "three year term" shall mean the time between the annual meeting at which such directors were elected and the date of the third annual meeting thereafter.

**SECTION 3. Qualifications.** No person shall be eligible to become or remain a director of the Co-op who:

- (a) is not a member and is not presently residing in the area served or to be served by the Co-op; or
- (b) is in any way employed by or financially interested in a competing enterprise or a business engaged in selling telephone service or supplies, or constructing or maintaining telephone facilities, other than a business operating on a Cooperative nonprofit basis for the purpose of furnishing rural telephony.
- (c) has been employed by the Co-op at any time during a period of five (5) years prior to his nomination.
- (d) is the incumbent of, or candidate for, a publicly elected office which pays a salary or compensates the office holder in any way.
- (e) while a director, or during the ten (10) years immediately before becoming a director, is convicted of, or plead guilty to (1) any felony or (2) any misdemeanor that involves an element of moral turpitude, dishonesty, fraud or theft.

Upon establishment of the fact that a director is holding office in violation of any of the foregoing provisions, the Board shall remove such director from office.

Nothing contained in this section shall effect in any manner whatsoever the validity of any action taken at any meeting of the Board.

**SECTION 4. Employment of Directors.** No Director of the Co-op shall be eligible to become employed by the Co-op in any capacity for a period of five (5) years next following the expiration of his term.

**SECTION 5. Nominations and Elections.** It shall be the duty of the Board to appoint, not less than twenty-five (25) nor more than one hundred (100) days before the date of a meeting of the members at which directors are to be elected, a committee on nominations consisting of not less than five nor more than eleven members who shall be selected from different sections so as to equitable representation. No member of the Board may serve on such committee. The committee, keeping in mind the principle of

geographical representation, shall prepare and post at the principal office of the Cooperative at least twenty (20) days before the meeting a list of nominations for directors. Any fifteen or more members together may make other nominations by petition not less than fifteen (15) days prior to the meeting and the Secretary shall post such nominations at the same place where the list of nominations made by the committee is posted. The Secretary shall mail with the notice of the meeting or separately, but at least ten (10) days before the date of the meeting, a statement of the number of directors to be elected and the names and addresses of the candidates nominated by the committee and the names of the candidates nominated by petition, if any. No member may nominate more than one candidate.

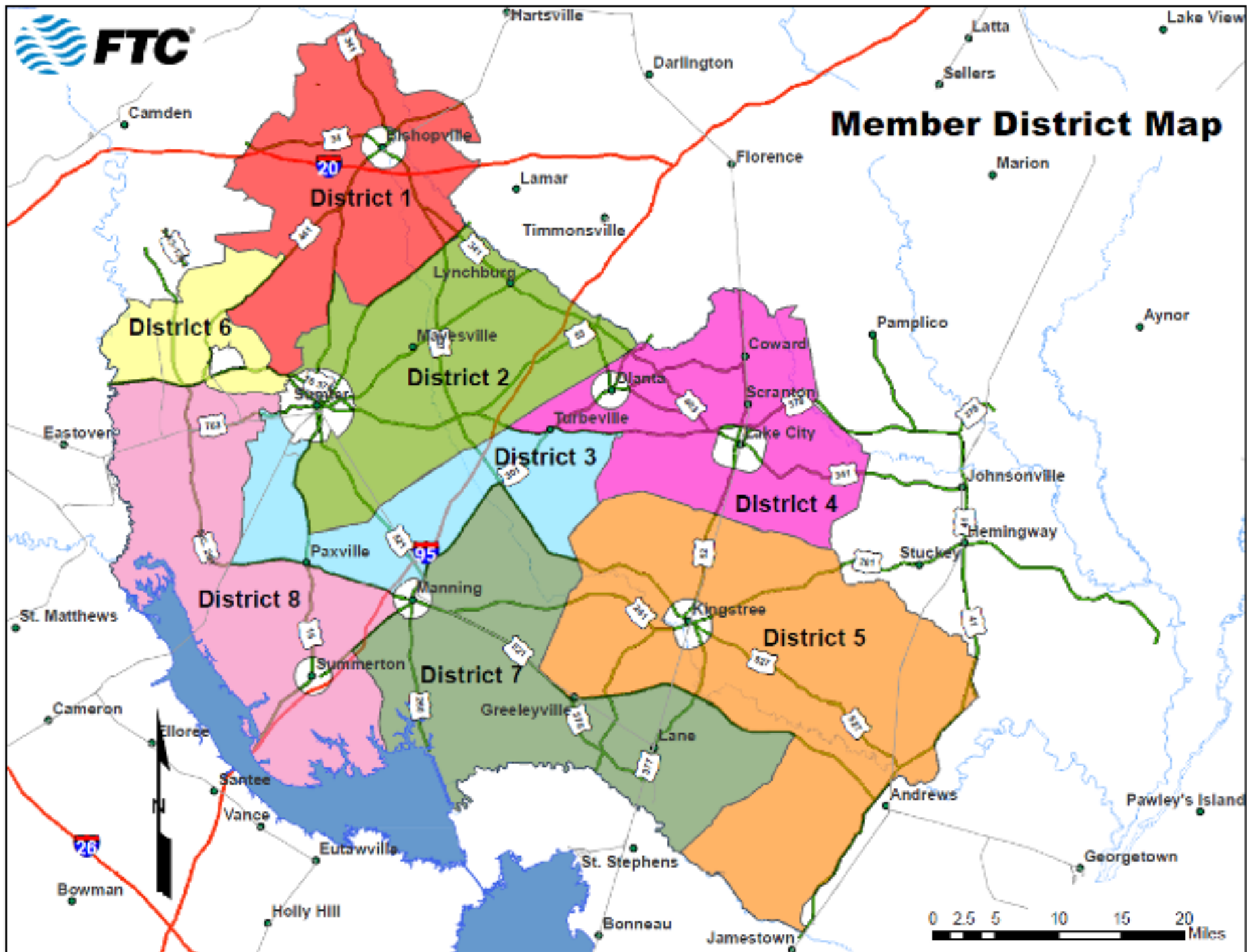
The territory served by the Cooperative shall initially be divided into nine (9) districts, each of which shall contain as nearly as possible the same number of members. Thereafter there shall be as many districts as there are directors serving (any vacancy shall not automatically reduce the number of districts but only in the event the board takes action based on said vacancy to reduce the number of districts). Each district shall be represented by one board member. The districts shall be described by a map of the service area as then existing which shall be attached to and made an integral part of the bylaws of the Cooperative. Such map shall be publicly displayed in the main office of the Cooperative and shall be made available to any member of the Cooperative. New maps of the service area shall be prepared to reflect any change in the number of districts to ensure one director per district is maintained consistently with the provisions hereof.

Not less than sixty (60) days before any meeting of the members, at which board members are to be elected, the Board shall review the composition of the several districts and, if it should find inequalities in representation which could be corrected by a redelineation of districts so that each shall contain as nearly as possible the same number of members, then the Board of Directors shall amend the map of the districts to properly address such inequalities.

**SECTION 6. Removal of Directors by Members.** Any member may bring charges against a director and, filing with the Secretary such charges in writing together with a petition signed by at least ten per centum of the members, or two hundred members, whichever is the lesser, may request the removal of such director by reason thereof. Such director shall be informed in writing of the charges at least ten days prior to the meeting of the members at which the charges are to be considered and shall have opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. The question of the removal of such director shall be considered and voted upon at the meeting of the members and any vacancy created by such removal may be filled by vote of the members at such meeting without compliance with the foregoing provisions with respect to nominations.



# Member District Map



## SECTION 7. Discipline and Removal of Board Member by Directors.

- (a) **Director Discipline.** The Board shall create a committee to investigate any formal complaint of a Director's conduct. The Committee shall be composed of the current Board President, or next highest officer if the current highest officer is subject of the complaint, two (2) other Directors selected by the Board. Following investigation, the Committee shall make its report to the full Board with recommendations, if any, of discipline of the affected Director. The affected Director shall be provided a copy of the report and given opportunity to respond prior to the vote on any recommended action. Discipline action may range to include: (1) a verbal warning; (2) a written reprimand; (3) censure; (4) imposition of appropriate sanctions; or (5) removal pursuant to subsection (b) of this section.
- (b) **Action by the Board.** A Director may be disciplined or removed for Cause, by a vote of at least two-thirds (2/3) of the remaining Directors, who are not subject to current challenge, at a regular or special board meeting called for such purpose. The Director shall be informed thereof in writing at least thirty (30) days in advance of the meeting at which such a removal vote is scheduled to take place, and shall have an opportunity to respond, or be heard in person or by counsel, at such meeting. A Director who is subject of the complaint shall not participate in the Board's deliberation or vote on any matter related to the issue, except as requested by the Board or as allowed in this section.
- (c) **Cause Defined.** Cause shall include: (1) a conviction or judicial determination involving a felony crime or a crime of moral turpitude; (2) becoming ineligible to serve due to failing to meet the qualifications of Section 3 of this Article; (3) violation of a Director's fiduciary duty or the Code of Conduct/Ethics policy to such a degree as two-thirds (2/3) vote of remaining Board members finds to warrant such disciplinary action; or (4) the bringing of such disrepute or disparagement to the Cooperative by unacceptable personal conduct to warrant such discipline as determined by two-thirds (2/3) of the remaining Board members.

**SECTION 8. Vacancies.** Subject to the provisions of the bylaws with respect to the filling of vacancies caused by the removal of directors by members, a vacancy occurring in the Board shall be filled by the affirmative vote of the majority of the remaining directors for the unexpired portion of the term, provided, however, that in the event the vacancy is not filled by the Board within sixty (60) days after the vacancy occurs, the members shall have the right to fill such vacancy at a meeting of the members without compliance with the foregoing provisions in respect of nominations.

**SECTION 9. Compensation.** Directors shall not receive any salary for their services as directors, except that by resolution of the Board a per diem fee and actual expenses of attendance, if any, may be allowed for attendance at each meeting of the Board. No director shall receive compensation for serving the Co-op in any other capacity, nor shall any close relative (as

determined and defined by the Board of Directors) or a director receive compensation for serving the Co-op, unless the payment and amount of compensation shall be specifically authorized by a vote of the members of the service by such director or close relative shall be certified by the Board as an emergency measure.

The terms, salary and compensation as used herein shall be defined as direct monetary payment during his service on the board and shall not include any other benefit or reimbursement.

## ARTICLE VI MEETING OF DIRECTORS

**SECTION 1. Regular Meetings.** A regular meeting of the Board shall be held without notice, immediately after, and at the same place as the annual meeting of the members. A regular meeting of the Board shall also be held monthly at such time and place as the Board may provide by resolution. Such regular monthly meeting may be held without notice other than such resolution fixing the time and place thereof.

**SECTION 2. Special Meetings.** Special meetings of the Board may be called by the President or by any three directors, and it shall thereupon be the duty of the Secretary to cause notice of such meeting to be given as hereinafter provided. The President or the directors calling the meeting shall fix the time and place for the holding of the meeting.

**SECTION 3. Notice of Directors' Meetings.** Written notice of the time, place and purpose of any special meeting of the Board shall be delivered to each director not less than one day previous thereto either personally or by mail, by or at the direction of the Secretary, or upon a default in duty by the Secretary, by the President or the directors calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the director at his address as it appears on the records of the Co-op, with postage thereon prepaid.

**SECTION 4. Quorum.** A majority of the Board shall constitute a quorum, provided that if less than such majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting from time to time; and provided, further, that the Secretary shall notify any absent directors of the time and place of such adjourned meeting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board.

## ARTICLE VII OFFICERS

**SECTION 1. Number.** The officers of the Co-op shall be a President, Vice President, Secretary, Treasurer, and such other officers as may be determined by the Board from time to time. The offices of Secretary and of Treasurer may be held by the same person.

**SECTION 2. Election and Term of Office.** The officers, with the exception of the manager who shall be appointed as provided in Section 8 of this Article, shall be elected annually and from the Board at the meeting of the Board held immediately after the annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until the first meeting of the Board following the next succeeding annual meeting of the members or until his successor shall have been elected and shall have qualified. Except as otherwise provided in these bylaws, the vacancy in any office shall be filled by the Board for the unexpired portion of the term.

**SECTION 3. Removal of Officers and Agents by Directors.** Any officer or agent elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Co-op will be served thereby. In addition, any member of the Co-op may bring charges against any officer, and by filing with the Secretary such charges in writing together with a petition signed by ten per centum of the members, or two hundred members, whichever is the lesser, may request the removal of such officer. The officer against whom such charges have been brought shall be informed in writing of the charges at least ten days prior to the board meeting at which the charges are to be considered and shall have an opportunity at the meeting to be heard in person or by counsel and to present evidence in respect of the charges; and the person or persons bringing the charges against him shall have the same opportunity. In the event the Board does not remove such officer, the question of his removal shall be considered and voted upon at the next meeting of the members.

**SECTION 4. President.** The President shall:

- (a) be the principal executive officer of the Co-op and, unless otherwise determined by the members of the Board, shall preside at all meetings of the members and the Board;
- (b) sign with the Secretary, certificates of membership and stock certificates, issue of which shall have been authorized by the Board or the members, and may sign deeds, mortgages, deeds of trust, notes, bonds, contracts or other instruments authorized by the Board to the executed, except in cases in which the signing and execution thereof shall be expressly delegated by the Board or by these bylaws to some other officer or agent of the Co-op, or shall be required by law to be otherwise signed or executed; and
- (c) in general perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

**SECTION 5. Vice President.** In the absence of the President, or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting shall have all powers of and be subject to all the restrictions upon the President. The Vice President shall also perform such other duties as from time to time may be assigned to him by the Board.

**SECTION 6. Secretary.** The Secretary shall:

- (a) keep the minutes of the meetings of the members and of the Board in one or more books provided for the purpose;
- (b) see that all notices are duly given in accordance with these bylaws or as required by law;
- (c) be custodian of the corporate records and of the seal of the Co-op and affix the seal of the Co-op to all certificates of membership and stock certificates prior to the issue thereof and to all documents, the execution of which on behalf of the Co-op under its seal is duly authorized in accordance with the provisions of these bylaws;
- (d) keep a register of the names and post office addresses of all members;
- (e) sign, with the President, certificates of membership and stock certificates, the issue of which shall have been authorized by the Board or the members;
- (f) have general charge of the books of the Co-op;
- (g) keep on file at all times a complete copy of the articles of incorporation and bylaws of the Co-op containing all amendments thereto (which copy shall always be open to the inspection of any member) and at the expense of the Co-op, forward a copy of the bylaws and of all amendments thereto to each member; and
- (h) in general perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him by the Board.

**SECTION 7. Treasurer.** The Treasurer shall:

- (a) have charge and custody of and be responsible for all funds and securities of the Co-op;
- (b) be responsible for the receipt of and the issuance of receipts for all monies due and payable to the Co-op and for the deposit of all such monies in the name of the Co-op in such bank or banks as shall be selected in accordance with the provisions of these bylaws; and
- (c) in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the Board.

**SECTION 8. Chief Executive Officer.** The Board may appoint a Chief Executive Officer who may be, but who shall not be required to be, a member of the Co-op. The Chief Executive Officer shall perform such duties and shall exercise such authority as the Board from time to time may vest in him.

**SECTION 9. Bonds of Officers.** The Treasurer and any officer or agent of the Co-op charged with responsibility for the custody of any of its funds or property shall give bond in such sum and with such surety as the Board shall determine. The Board in its discretion may also require any other officer, agent or employee of the Co-op to give bond in such amount and with such surety as it shall determine. In lieu of a surety bond, the Board may, in its discretion, engage independent qualified auditors to perform

annual audits of the financial operations and accounts of the Co-op and, in such case, this audit function shall be deemed sufficient oversight of the funds or property of the Co-op and no surety bond shall be required.

**SECTION 10. Compensation.** The powers, duties and compensation of officers, agents, and employees shall be fixed by the Board, subject to the provisions of these bylaws with respect to compensation for directors and close relatives of directors.

**SECTION 11. Reports.** The officers of the Co-op shall submit at each annual meeting of the members reports covering the business of the Co-op for the previous fiscal year. Such reports shall set forth the condition of the Co-op at the close of such fiscal year.

## ARTICLE VIII NONPROFIT OPERATION

**SECTION 1. Interest or Dividends on Capital Prohibited.** The Co-op shall at all times be operated on a Cooperative nonprofit basis for the mutual benefit of its members. No interest or dividends shall be paid or payable by the Co-op on any capital furnished by its members.

**SECTION 2. Membership Capital in Connection with Furnishing Telephone Service.** In the furnishing of telephone service the Co-op's operations shall be so conducted that all members will through their membership furnish capital for the Co-op. In order to induce membership and to assure that the Co-op will operate on a non-profit basis, the Co-op is obligated to account on a membership basis to all its members for all amounts received and receivable from the furnishing of telephone service in excess of all operating costs and expenses by the Co-op. All such amounts in excess of operating costs and expense by the Co-op are received with the understanding that they are furnished by the members as capital. The Co-op is obligated to pay by credits to a capital account for each member all such amounts in excess of operating costs and expenses. The books and records of the Co-op shall be set up and kept in such manner that at the end of each fiscal year the amount of capital, if any, so furnished by each member is clearly reflected and credited in an appropriate record to the capital account of each member, and the Co-op shall within a reasonable time after the close of the fiscal year notify each member of the amount of capital so credited to his account. All such amounts credited to the capital account of any member shall be available upon retirement for each member to claim pursuant to provisions set forth hereinafter. All other amounts received by the Cooperative from its members operations in excess of costs and expenses shall, insofar as permitted by law, be (a) used to offset any member losses incurred during the current or any prior fiscal year and (b) to the extent not needed for that purpose, allocated to its members on a membership basis and any amount so allocated shall be included as a part of the capital credited to the accounts of members, as herein provided. Nevertheless, the provisions of the Cooperative Association Law of South Carolina regarding reserve funds, educational funds and uniform dividends

will also be observed. Nonmember income shall be allocated pursuant to Article XI, Section 5.

In the event of dissolution or liquidation of the Co-op, after all outstanding indebtedness of the Co-op shall have been paid, outstanding capital credits shall be retired without priority on a pro rata basis before any payments are made on account of property rights of members. If at any time prior to dissolution or liquidation, the Board shall determine that the financial conditions of the Co-op will not be impaired thereby, the capital then credited to members' accounts may be retired in full or in part. Any such retirements or capital shall be made equitably and to ensure Cooperative status and that each member's capital credits are appropriately accounted for in the retirement thereof. The Board shall adopt a retirement policy and reduce the same to writing which shall be available to the membership.

Capital credited to the account of each member shall be assignable only on the books of the Co-op, pursuant to written instruction from the assignor and only to successors in interest or successors in occupancy in all or a part of such members' premises served by the Co-op unless the Board, acting under policies of general application shall determine otherwise.

Notwithstanding any other provision of these bylaws, the Board, at its discretion, shall have the power at any time upon the death of any member, if the legal representatives of his estate shall request in writing that the capital credited to any such member be retired prior to the time such capital would otherwise be retired under the provisions of these bylaws, to retire capital credited to any such member immediately upon such terms and conditions as the Board, acting under policies of general application and the legal representatives of such member's estates shall agree upon; provided, however, that the financial conditions of the Co-op will not be impaired thereby.

The members of the Co-op, by dealing with the Co-op, acknowledge that the terms and provisions of the articles of incorporation and bylaws shall constitute and be a contract between the Co-op and each member, just as if the Co-op and the member had individually signed a separate instrument containing such terms and provisions. The provisions of the article of the bylaws shall be called to the attention of each member of the Co-op by posting in a conspicuous place in the Co-op's office.

Subject to the proviso below, member further recognizes that his contribution to capital is in furtherance of the Cooperative endeavors and patron does hereby direct that in the event any capital contribution made by him remains unclaimed from and after his death, such amount attributable unto his account shall be deemed Cooperative property and shall inure to the benefit of the Cooperative; provided however, that the Cooperative shall comply with its obligations under the Unclaimed Property Act as codified in S C Code 27-18-10 et. seq. to the extent not exempt bylaw.

In the event a member's capital credit is retired pursuant to the existing policy established by the Board of Directors for retirement, then the member shall be notified in writing mailed to his last service address

(unless said member has given written notice of a different address to the Cooperative). This notice shall advise the member of the amount of the capital credit to which he is entitled and that he has a right to immediate payment. From and after four years from the date that written notice is forwarded to the member, any capital credit assigned to said member which remains unclaimed, if permitted by applicable law, shall be deemed permanent Cooperative capital and shall be deemed merged therein, divesting said member of any right, title of interest thereto. In the event any member is under a legal disability at such time notice is sent, and in the event said member requests in writing payment of said capital credit within a period of five years from the date notice is sent, said member shall be entitled to payment thereof. Upon expiration of the five-year period no member who has not timely claimed his capital credit by written request to the Cooperative shall have a right to bring an action against the Cooperative for payment of said capital credit and the expiration of said five-year period shall be an absolute bar to the same.

The Cooperative shall make every reasonable effort to effect timely payment to members of their retired capital credit. For any retired capital credit accounts remaining unclaimed for four or more years, the Cooperative shall be entitled to a deduction for a reasonable maintenance fee as may be determined by the board.

## ARTICLE IX DISPOSITION OF PROPERTY

The Co-op may not sell, mortgage, lease or otherwise dispose of or encumber all or substantially all of its property unless such sale, mortgage, lease or other disposition of encumbrance is authorized at a meeting of the members thereof by the affirmative vote of not less than two-thirds of all of the members of the Co-op, and unless the notice of such proposed sale, mortgage, lease or other disposition or encumbrance shall have been contained in the notice of the meeting which shall be sent by mail to each stockholder of record at least ten days but not more than thirty days prior to the meeting; provided, however, that notwithstanding anything herein contained, the Board, without authorization by the members thereof, shall have full power and authority to authorize the execution and delivery of a mortgage or mortgages or a deed or deeds of trust upon, or the pledging or encumbering of, any or all of the property, assets, rights, privileges, licenses, franchises, and permits of the Co-op, whether acquired or to be acquired, and wherever situated as well as the revenues and income therefrom, all upon such terms and conditions as the Board shall determine, to secure any indebtedness of the Co-op to the United States of America or any instrumentality or agency thereof.

In determining whether or not to recommend the approval of any such sale, mortgage, lease or other disposition or encumbrance of all or substantially all of the Co-op's property, the Board of Directors shall, in connection with the exercise of its judgment in determining what is in the best interests of

the Co-op and its members, give due consideration to (1) all relevant factors, including without limitation the social, legal, environmental and economic effects on the employees, customers, suppliers and other constituencies of the Co-op, on the communities and geographical areas in which the Co-op operates or is located and on any of the business and properties of the Co-op, the likely future service costs to the Co-op's members, the likely quality of service to be provided in the future to the Co-op's members and the likely control of the members in the future over the service provider, as well as other factors which the Directors deem relevant, and (2) not only the consideration being offered, in relation to the then fair market value of the Co-op, but also in relation to the then current value of the Co-op in a freely negotiated transaction and in relation to the Board of Directors' estimate of the value of the Co-op (including the unrealized value of its properties and assets) as an independent going concern.

## ARTICLE X SEAL

The corporate seal of the Co-op shall be in the form of a circle and shall have inscribed thereon the name of the Cooperative and the words "Corporate Seal."

## ARTICLE XI FINANCIAL TRANSACTIONS

**SECTION 1. Contracts.** Except as otherwise provided in these bylaws, the Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name and on behalf of the Co-op, and such authority may be general or confined to specific instances.

**SECTION 2. Checks, Drafts, etc.** All checks, drafts and other orders for the payment of money, and all notes, bonds or other evidences of indebtedness issued in the name of the Co-op shall be signed by such officer or officers, agent or agents, employee or employees of the Co-op and in such manner as shall from time to time be determined by resolution of the Board.

**SECTION 3. Deposits and Investments.** All funds of the Co-op shall be deposited and/or invested from time to time to the credit of the Co-op as the Board may select and determine.

The authority granted the Board under this Section as to the financial transactions of the Co-op is not subject to the provisions of Article XII, Section 1.

**SECTION 4. Fiscal year.** The fiscal year of the Co-op shall begin on the first day of July and shall end on the thirtieth day of June of the next year.

**SECTION 5. Allocation of Income.** The Board of Directors shall be responsible for ensuring proper allocation of income and expenses

between member and nonmember services, including the discretion not to allocate nonmember related and/or non-operating margins to capital credit accounts, and the Board's decision with respect to proper allocation shall be conclusive and final.

## ARTICLE XII MISCELLANEOUS

**SECTION 1. Membership in Other Organizations.** The Co-op shall not become a member of another organization without an affirmative vote of the members at a duly held meeting, the notice of which shall specify that action is to be taken upon such proposed membership provided, however, the Co-op may upon the authorization of the Board, become a member of any corporation or organization organized on a nonprofit basis for the purpose of engaging in or on furthering the case of area-wide rural telephone service, or with the approval of the administrator of RUS, of any other corporation for the purpose of acquiring telephone facilities providing services defined under Section 33-46-20(5), S.C. Code or assuring more adequate telephone services to its members.

**SECTION 2. Waiver of Notice.** Any member or director may waive in writing any notice of a meeting required to be given by these bylaws. The attendance of a member or director at any meeting shall constitute a waiver of notice of such meeting by such member or director, except in case a member or director shall attend a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting had not been lawfully called or convened.

**SECTION 3. Rules and Regulations.** The Board shall have power to make and adopt such rules and regulations, not inconsistent with law, the articles of incorporation or these bylaws as it may deem advisable for the management of the business and affairs of the Co-op.

**SECTION 4. Accounting System and Reports.** The Board shall cause to be established and maintained a complete accounting system which, among other things, and subject to applicable laws and rules and regulations from time to time be designated by the administrator of RUS of the United States of America. The Board shall also after the close of each fiscal year cause to be made a full and complete audit of the accounts, books and financial conditions of the Co-op as of the end of such fiscal year. Such audit reports shall be submitted to the members at the next following annual meeting.

**SECTION 5. Deceased Member's Capital.** With respect to Article III and provisions of Article VIII, Section 2 regarding deceased members, the Co-op may distribute to the heirs of a deceased member his property interests, if any, or capital credit based on the probate records of the estate of said deceased member or, in the absence of such probate record, as demonstrated by clear and convincing evidence presented to the Co-op which, in its sole discretion, sufficiently identifies all persons legally entitled

to take from the deceased member, and their respective interests, together with a sworn statement of such heir(s), or an appropriate representative, attesting to the truthfulness and completeness of the evidence and indemnifying the Co-op from any claims (including attorney fees incurred by Co-op with respect to said claim) of any other person or party relating to the deceased member's interest. Payment by the Co-op pursuant to such evidence as so attested shall absolve the Co-op of all liability to the deceased member or any person claiming through the deceased member.

## ARTICLE XIII AMENDMENTS

These bylaws may be altered, amended, or repealed by the members at any regular or special meeting, provided the notice of such meeting shall have contained a copy of the proposed alteration, amendment or repeal; provided further that, unless the Board of Directors unanimously recommend such amendment, no amendment shall be made to Article IV, Section 6, or to Article IX of these bylaws unless such amendment shall have received the affirmative vote of not less than two-thirds (2/3) of all of the members of the Co-op at a meeting of Co-op members duly held pursuant to these bylaws.

## BILL OF RIGHTS

The South Carolina Office of Regulatory Staff wants telephone utility customers to know their rights and responsibilities and whom to contact for assistance when they have questions or problems regarding regulated telecommunications service(s).

### BE AN INFORMED CUSTOMER. KNOW YOUR RIGHTS.

(1) As a general rule, **you have the right** to establish telephone service if you meet these requirements:

- Satisfactorily establish your credit and neither you nor any member of your household is indebted to the telephone utility;
- Provide the telephone utility with necessary and reasonable access to your property;
- Are within the operating area of the company;
- Your utilization does not pose a hazardous or dangerous condition.

If you have any questions concerning your right to service, you should contact the telephone utility serving your area.

(2) **You have the right** to get advice from your telephone utility as to what facilities and services are available in your area.

(3) **You have the right** to a telephone directory published at regular intervals, listing the name, address and telephone numbers of customers, except public telephone and telephone service unlisted at the customer's request.

- In the event of an error in your telephone listing, **you have the right** to request the telephone utility to intercept all calls to the listed number for a reasonable period of time provided existing central office equipment will permit and the number is not in service.
- In the event of an error or omission in the listing of a customer, the customer's correct name and telephone number shall be in the files of the directory assistance operators.

(4) **You have the right** to establish telephone service if you satisfactorily establish your credit and neither you nor any member of your household is indebted to the telephone utility. You may be required to post a deposit if any one of the following conditions exist:

- You have had two 30-day arrearages in the past 24 months or you have been sent two or more late payment notices in the past 9 months;
- You cannot furnish either an acceptable co-signer or guarantor, who is a customer of the utility within the State of South Carolina, to guarantee payment;
- Your gross monthly billing increases;
- You have had your service terminated by any telephone utility for non-payment or fraudulent use;

- The utility determines, through use of commercially acceptable methods, that your credit and financial condition warrants a deposit.

**You have the right** to have all conditions of obtaining service explained to you by the utility's personnel.

(5) If you are required to make a cash deposit, the maximum amount cannot exceed an amount equal to an estimated two (2) months (60 days) bill for a new customer or an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding six (6) months for an existing customer. If you make a cash deposit with the utility, you have the right to have the deposit returned to you (plus interest at a rate prescribed by the Commission) after two years unless you have:

- Had two 30-day arrearages in the past 24 months;
- Had service denied or interrupted for non-payment of bills;
- Been sent two late payment notices in the past nine (9) months;
- Had a returned check in the past six (6) months;
- Discontinued service with the telephone utility.

(6) **You have the right** to pay your bill without incurring late-payment charges if no unpaid balance is brought forward from the previous billing date.

- If a balance is brought forward, a maximum of one and one-half percent (1-1/2%) may be added to that balance to cover the cost of collection and carrying accounts in arrears.

(7) **You have the right** to a timely and accurate bill. You have the right to receive, upon request, information as to the utility's billing procedures.

(8) If equal access is available, **you have the right** to select the Long Distance Carrier of your choice provided the carrier is operating within your service area.

(9) Prior to telephone service being disconnected for non-payment, **you have the right** to written notice from the telephone utility that you have five (5) days to make settlement on your account. In cases involving abnormal and excessive use of toll service, service may be denied two (2) days after written notice is given to the customer, unless satisfactory arrangements for payment are made.

(10) If the telephone utility has overcharged or undercharged you, **you have the right** to an adjustment as allowed by the Public Service Commission of South Carolina's rules and regulations.

(11) You have the right to contact the telephone utility at all hours in case of emergency or unscheduled interruptions in your telephone service.

(12) **You have the right** to have questions or complaints promptly and thoroughly investigated by the telephone utility.

(13) If you need assistance with a complaint against your telephone

utility that you cannot resolve by dealing with the telephone utility on your own, **you have the right** to call on the Office of Regulatory Staff's Consumer Services Division. The Consumer Services Division will work with you and the telephone utility in an effort to resolve your complaint. The Office of Regulatory Staff is located in Columbia and can be reached by calling its toll-free telephone number, 1-800-922-1531, or, if from the Columbia area, (803) 737-5230 or at [www.regulatorystaff.sc.gov](http://www.regulatorystaff.sc.gov).

- (14) If, after working with the telephone utility and the Office of Regulatory Staff's Consumer Services Division, you are not satisfied with the outcome of this process, you have the right to file a complaint against the telephone utility and request a hearing before the Public Service Commission. To file a complaint, complete the online form at [www.psc.sc.gov](http://www.psc.sc.gov) or fax or mail it to the Public Service Commission.

Forms should be faxed to (803) 896-5199.

Forms should be mailed to the following address:

Public Service Commission Chief Clerk/Administrator  
101 Executive Center Dr. Ste 100  
Columbia, South Carolina 29210

The Public Service Commission may schedule a public hearing. At the hearing, both you and your telephone company may present testimony and evidence before the commission. After hearing the testimony, the Public Service Commission will make a decision and issue an order ruling on your petition.

The South Carolina Office of Regulatory Staff wants to inform you of your rights and responsibilities as a consumer, wants you to understand the responsibilities of your telephone company and wants you to call upon its Consumer Services Division if you need assistance. This statement gives you a summary of your rights as a customer of a telephone utility. Not all telecommunications services are regulated. More detailed provisions are set out in law, commission rules and regulations, and the tariffs of the telephone utility.

*Revised February 21, 2017*



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### **BISHOPVILLE**

104 E. Church St. Bishopville, SC 29010

### **JOHNSONVILLE**

369 S. Georgetown Highway Johnsonville, SC 29555

### **KINGSTREE**

1101 E. Main St. Kingstree, SC 29556

### **LAKE CITY**

235 N. Ron McNair Blvd. Lake City, SC 29560

### **MANNING**

2389 Paxville Highway Manning, SC 29102

### **SUMTER**

255 W. Wesmark Blvd. Sumter, SC 29150  
1280 Peach Orchard Road Sumter, SC 29154





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