

Price List Applicable to
RESALE COMMON CARRIER SERVICE
of
AmeriVision Communications, Inc.
d/b/a
Affinity4
U-5244-C

This Price List contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for intrastate interexchange telecommunications services provided by AmeriVision Communications, Inc. d/b/a Affinity4, with principal offices at 999 Waterside Drive, Suite 1910, Norfolk, Virginia 23510. This Price List applies for services furnished within the state of California.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
1	Original	*	24	Original	*	47	Original	*
2	Original	*	25	Original	*	48	Original	*
3	Original	*	26	Original	*	49	Original	*
4	Original	*	27	Original	*	50	Original	*
5	Original	*	28	Original	*	51	Original	*
6	Original	*	29	Original	*	52	Original	*
7	Original	*	30	Original	*	53	Original	*
8	Original	*	31	Original	*	54	Original	*
9	Original	*	32	Original	*	55	Original	*
10	Original	*	33	Original	*	56	Original	*
11	Original	*	34	Original	*	57	Original	*
12	Original	*	35	Original	*	58	Original	*
13	Original	*	36	Original	*	59	Original	*
14	Original	*	37	Original	*	60	Original	*
15	Original	*	38	Original	*	61	Original	*
16	Original	*	39	Original	*	62	Original	*
17	Original	*	40	Original	*	63	Original	*
18	Original	*	41	Original	*	64	Original	*
19	Original	*	42	Original	*	65	Original	*
20	Original	*	43	Original	*	66	Original	*
21	Original	*	44	Original	*	67	Original	*
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* - indicates those pages included with this filing

PRELIMINARY STATEMENT

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by AmeriVision Communications, Inc. d/b/a Affinity4 between locations within the State of California.

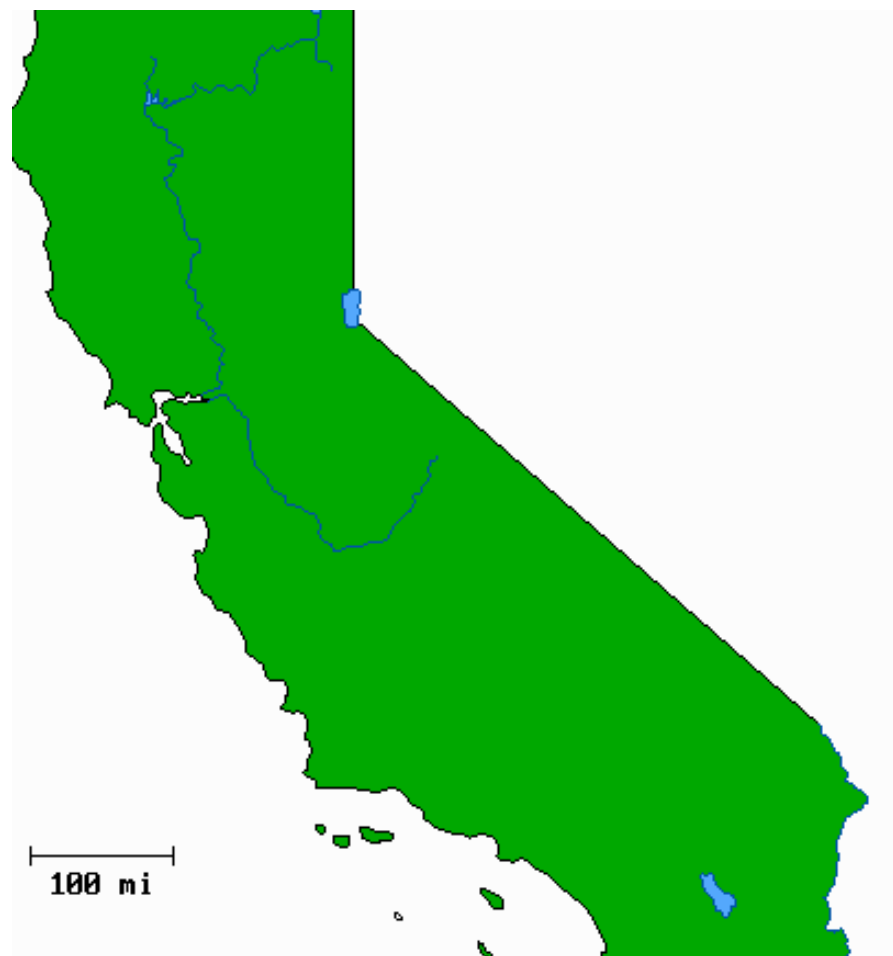
EXPLANATION OF SYMBOLS

- (C)** - To signify changed listing, rule, or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including listing, rate, rule or condition.
- (I)** - To signify increase.
- (L)** - To signify material relocated from or to another part of the tariff schedules with no change in text, rate, rule or condition.
- (N)** - To signify new material including listing, rate, rule or condition.
- (R)** - To signify reduction
- (T)** - To signify a change in wording of text but not change in rate, rule or condition.

SERVICE AREA MAP

The Company provides intrastate resold telecommunications services.

Entire State of California:



1.0 - RATE SCHEDULES

1.1 Miscellaneous Surcharges

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding a. Universal Lifeline Telephone Service (ULTS) billings; b. charges to other certificated carriers for services that are to be resold; c. coin sent paid telephone calls (coin in box) and debit card calls; d. customer-specific contracts effective before 9/15/94; e. usage charges for coin-operated pay telephones; f. directory advertising; and g. one-way radio paging) and the CPUC Reimbursement Fee rate (excluding a. directory advertising and sales; b. terminal equipment sales; c. inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T tariffs.

1.0 - RATE SCHEDULES, (CONT'D.)

1.2 Affinity4 4.9¢ Advantage Plan

Affinity4 4.9¢ Advantage Plan is a direct dialed long distance calling plan designed for residential customers. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>
Mileage <u>Bands</u>						
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

1.0 - RATE SCHEDULES, (CONT'D.)

1.3 Affinity4 2.9¢ Advantage Plan

Affinity4 2.9¢ Advantage Plan is a direct dialed long distance calling plan designated for residential customers. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>
Mileage <u>Bands</u>						
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

1.0 - RATE SCHEDULES, (CONT'D.)

1.4 Affinity4 Outbound Long Distance

Affinity4 Outbound Long Distance calling is offered to Customers throughout the State. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number, by dialing an access code + interLATA toll number.

	<u>Initial Minute</u>	<u>Ea. Addl. Minute</u>
All Mileage Bands	\$0.1990	\$0.1990

1.0 - RATE SCHEDULES, (CONT'D.)

1.5 Affinity4 9.9¢ Advantage Plan

Affinity4 9.9¢ Advantage Plan is a direct dialed long distance calling plan designed for residential customers. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>
Mileage <u>Bands</u>						
All	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

1.0 - RATE SCHEDULES, (CONT'D.)

1.6 Affinity4 3.9¢ Business Advantage Plan

Affinity4 3.9¢ Business Advantage Plan is a direct dialed long distance calling plan designed for business customers. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>
Mileage Bands						
All	\$0.0245	\$0.0049	\$0.0245	\$0.0049	\$0.0245	\$0.0049

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

1.0 - RATE SCHEDULES, (CONT'D.)

1.7 Affinity4 2.9¢ Business Advantage Plan

Affinity4 2.9¢ Business Advantage Plan is a direct dialed long distance calling plan designed for businesses customers. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

	DAY		EVENING		NIGHT/WEEKEND	
	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>
Mileage Bands						
All	\$0.0245	\$0.0049	\$0.0245	\$0.0049	\$0.0245	\$0.0049

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

1.0 - RATE SCHEDULES, (CONT'D.)

1.8 Affinity4 3.9¢ Advantage Plan

Affinity4 3.9¢ Advantage Plan is a direct dialed long distance calling plan designed for residential customers. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

	DAY		EVENING		NIGHT/WEEKEND	
	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>
Mileage Bands						
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

1.0 - RATE SCHEDULES, (CONT'D.)

Special Conditions Applicable to All Rate Schedules

1. Emergency calls to recognizable authorized civil agencies will be exempt from all charges.
2. Chargeable time begins when the called party signals, through standard industry methods including hardware answer detection, that the line has been answered. Chargeable time end when either party disconnects.

2.0 - RULES

No. 1 Definitions

AmeriVision - Used throughout this tariff to refer to AmeriVision Communications, Inc. d/b/a Affinity4.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to AmeriVision Communications, Inc. unless otherwise specified or clearly indicated by the context.

Commission - The California Public Utilities Commission.

Customer or End User - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Collect Call - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept responsibility for the charges.

2.0 - RULES, (CONT'D.)

No. 2 Description of Service

Carrier offers its services under this Tariff to any person in its service area who wished to become a customer. Carrier services are furnished for communications originating in any equal access area within the State of California under the terms of this Tariff.

A. General

- 1.** AmeriVision is a resale common carrier providing intrastate communications long distance message toll telephone service to Customers for the transmission and reception of voice, data, and other types of communications.
- 2.** The Company's service is an intrastate communications service. Intrastate service is offered in conjunction with interstate service.
- 3.** Communications originate when the customer accesses AmeriVision's service over equal access presubscribed lines. AmeriVision's customers must be presubscribed to AmeriVision's designated underlying interexchange carrier.
- 4.** Service is provided only from equal access (Feature Group D) end offices.
- 5.** Charges for AmeriVision's service are based upon the total time the Customer actually uses the service. Charges vary by mileage, time of day, and day of week and duration of call. The minimum length of a call for billing purposes is one minute.

2.0 - RULES, (CONT'D.)

No. 3 Application for Service

Service is installed by arrangement between AmeriVision and the Customer. Customers must presubscribe their equal access telephone line(s) to AmeriVision's designated underlying carrier.

No. 4 Contracts

[Copies of contracts no longer required as part of the tariff under Decision 90-08-032, August 8, 1990.]

No. 5 Special Information Required On Forms

[Business forms no long required as part of the tariff under Decision 90-08-032, August 8, 1990]

No. 6 Establishment and Re-establishment of Credit

AmeriVision may require Customers or potential customers to provide information pertaining to their financial ability to pay for service. AmeriVision may deny service to Customers who do not provide the requested information or who fail to meet AmeriVision's financial criteria. If AmeriVision determines that a deposit or advance payment is necessary, the provisions under Rule 7 of this tariff apply. If service was discontinued for non-payment of charges, AmeriVision may request additional information from the Customer and reserves the right to collect a deposit or advance payment prior to re-establishing service.

2.0 - RULES, (CONT'D.)

No. 7 Deposits

A deposit may be required from a Customer when the Company determines that such a deposit is necessary based on the Customer's payment history, credit rating or other information. Deposits will cover, but not exceed, one month's usage billing. Simple interest of seven percent (7%) per year will be paid on all deposits held for more than one month. Deposits will be returned to the individual Customer after a full year history of prompt and timely payment of all of its AmeriVision bills.

The Company also reserves the right to collect one month(s) charges as advance payment. Any advance payments will be credited to the current month's bill.

No. 8 Notices

Notice of late payment and possible disconnection may be sent to Customers, when applicable, by AmeriVision Communications, Inc. Such notice will be sent via First Class U.S. Mail.

2.0 - RULES, (CONT'D.)

No. 9 Rendering and Payment of Bills

- A.** All charges due by the Customer are payable to AmeriVision or to any agency duly authorized to receive such payments (such as the local exchange company or underlying interexchange carrier).
- B.** Charges will be billed monthly in arrears and are due upon receipt and considered delinquent twenty-two (22) days after postmark date if unpaid. Customers will be billed for all usage accrued beginning immediately upon access to the service.
- C.** Any governmental assessments, fees, license, or similar taxes or fees imposed upon the Company shall be added pro rata, insofar as practical, to the rates and charges stated in Company rate schedules. The Company shall add to the bills of Customers an amount sufficient to recover any such tax or fee.
- D.** Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharge rates (excluding (1) Universal Lifeline Telephone Service (ULTS) billings; (2) charges to other certificated carriers for services that are to be resold; (3) coin sent paid telephone calls (coin in box) and debit card calls; (4) customer-specific contracts effective before 9/15/94; (5) usage charges for coin-operated pay telephones; (6) directory advertising; and (7) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (1) directory advertising and sales; (2) terminal equipment sales; (3) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.
- E.** A Late Fee in the amount of 1.5% per month will be applied on all delinquent bills. In addition, bills that remain unpaid forty-five (45) days after the postmark date may be subject to call blocking and/or temporary disconnection. Notice of this action will be sent to the Customer ten (10) days prior to the call blocking or temporary disconnection.
- F.** Except as provided in G. hereinbelow, Customers will be billed on a monthly basis. However, the Company may, upon Customer notification, adjust a Customer's billing date to coincide with current billing cycles of the Company.

2.0 - RULES, (CONT'D.)

No. 9 Rendering and Payment of Bills, (Cont'd)

- G.** In lieu of sending a Customer a monthly bill, the Company may choose to defer its mailing to a Customer whose charges are less than \$7.50. Said charges will be accrued and added to the following month's charges. A billing for all accrued and current charges will be mailed to the Customer upon reaching \$7.50 in amount, but in no case less than once per quarter.
- H.** Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- I.** In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- J.** AmeriVision will not bill for unanswered calls in areas where Equal Access is available, nor will AmeriVision knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, AmeriVision will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- K.** In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- L.** AmeriVision will credit payments effective the business day payments are received.
- M.** Customers will not be liable for late payment charges on disputed amounts that are resolved in customers favor.

2.0 - RULES, (CONT'D.)

No. 10 Disputed Bills

Terms of payment shall be according to the rules and regulations of the billing agency and within the laws of the State of California. Any objection to billed charges should be reported in writing to AmeriVision within sixty (60) days after receipt of bill. Adjustments to Customer's bills shall be made when circumstances exist which reasonably indicate that such adjustments are appropriate.

In the case of a billing dispute or other complaint which is not resolved to the Customer's satisfaction by the billing agency or the Company, the Customer may appeal to the California Public Utilities Commission at the following location:

Consumer Affairs Branch (CAB)
California Public Utilities Commission
State Office Building
505 Van Ness Avenue, Room 2003
San Francisco, California 94102
E-mail: consumer-affairs@cpuc.ca.gov
(415) 703-1170
(800) 649-7570
(415) 703-2032 TDD

2.0 - RULES, (CONT'D.)

No. 11 Discontinuance and Restoration of Service

- A.** Service may be canceled by the Customer by providing thirty (30) days written notice to the Company.
- B.** The Company may discontinue service to the Customer without liability by providing five (5) days written notice for:
 - 1.** Violations of any regulation governing the service under this tariff.
 - 2.** A violation of any law, rule, or regulation of any government authority having jurisdiction over the service.
 - 3.** Non-payment of bills for telephone service.
 - 4.** Neglect or refusal to provide the Company reasonable access for the purpose of inspection and maintenance of equipment owned by the Company.
 - 5.** When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.0 - RULES, (CONT'D.)

No. 11 Discontinuance and Restoration of Service, (Cont'd.)

- C.** The Company may discontinue service to the Customer without liability and without notice in the event of:
 - 1.** Customer use of the equipment or network in such as manner as to adversely affect the Company's equipment or the Company's service to others.
 - 2.** Tampering with the equipment furnished and owned by the Company.
 - 3.** Unauthorized or fraudulent use of the service.
- D.** Service may be restored after discontinuance for nonpayment if the Customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.
- E.** The Company reserves the right to refuse to re-establish service to Customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

2.0 - RULES, (CONT'D.)

No. 12 Optional Rates and Information to be Provided the Public

Customers will be promptly notified of new, revised or optional rates available to them from AmeriVision. Pertinent information regarding AmeriVision's services is available upon request and open to public inspection by inquiring in person or writing to:

AmeriVision Communications, Inc. d/b/a Affinity4
999 Waterside Drive, Suite 1910
Norfolk, Virginia 23510
Toll Free: (800) 800-7550

No. 13 Temporary Service

From time to time, AmeriVision may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

2.0 - RULES, (CONT'D.)

No. 14 Continuity of Service

- A.** Credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by Customer, are subject to the general liability provisions set forth in Rule No. 18, herein. It shall be the obligation of the Customer to notify the Carrier of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of Carrier.

- B.** The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

No. 15 Extensions

Extension service is not offered by AmeriVision.

2.0 - RULES, (CONT'D.)

No. 16 Service Connections and Facilities on Customers' Premises

- A.** Service furnished by AmeriVision may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by AmeriVision is not part of a joint undertaking with such carriers.
- B.** Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, right-of-way, and other arrangements necessary for such interconnection.
- C.** Carrier's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

2.0 - RULES, (CONT'D.)

No. 17 Measurement of Service

Charges for each call are computed on an airline mileage basis as described below.

A. Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The minimum length of a call for billing purposes is sixty seconds.

B. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff FCC No. 4 in the following manner:

Step 1 Obtain the "V" and "H" coordinates for the originating and terminating wire centers.

Step 2 Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.

Step 3 Square the differences obtained in Step 2.

Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 Divide the sum of the squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.

Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the airline mileage of the call.

Formula:

$$\sqrt{\frac{|V_1 - V_2|^2 + |H_1 - H_2|^2}{10}}$$

2.0 – RULES, (CONT'D)

No. 18 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

No. 19 Return Check Charge

Billing functions are performed by local exchange telephone companies or others on behalf of AmeriVision, and the payment conditions and regulations of such companies apply, including any applicable interest, late payment charges and/or return check charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact AmeriVision directly. If there is still a disagreement about the disputed amount after investigation and review by AmeriVision or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

No. 20 Directory Assistance

Directory Assistance is available to Customers of AmeriVision service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call	\$0.75
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No. 21 Payphone Surcharge

An undiscountable payphone surcharge of \$0.72 shall apply to each coinless call which AmeriVision can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with a AmeriVision calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access AmeriVision's service.

2.0 – RULES, (CONT'D)

No. 22 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

No. 23 Contract Services

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. Contract Services are subject to the California Public Utilities Commission's review. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

3.0 - GENERAL REGULATIONS

3.1 Liability

- A. Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- B. The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- C. The Company shall not be liable for any defacement of or damages to the premises of the Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

3.0 - GENERAL REGULATIONS, (CONT'D.)

3.2 Limitations of Service

- A. Service is offered subject to the availability of the necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. Service is offered from equal access end offices only.
- B. The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- C. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- D. Title to all facilities provided by the Carrier under these regulations remains in the Carrier.

3.3 Use of Service

Service may be used by the Customer for any lawful purpose for which the service is technically suited.

3.0 - GENERAL REGULATIONS, (CONT'D.)

3.4 Responsibilities of the Customer

The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.

The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.

The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.

3.0 - GENERAL REGULATIONS , (CONT'D.)

3.5 Special Provisions for Debit Card Service

The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards issued by the Company.

The Company shall not be liable for any claim, loss, or refund associated with any unused balance on a Company-issued Debit Card provided to the Customer.

For debit account service, payment for rights to use the service must be received by the Company or its authorized agent prior to usage by the Customer.

4.0 - GRANDFATHERED SERVICES

4.1 LifeLine Service* Intrastate InterLATA Long Distance Service

Applicability: Applicable to all classes of customers, business or residential.

Territory: Between locations within the State of California.

Rates: Calls are billed in full minute increments.

RATES

Mileage Band	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute
0 - 70	\$0.2100	\$0.1500	\$0.1600	\$0.1200	\$0.1200	\$0.1000
71 - 150	\$0.2200	\$0.1900	\$0.1800	\$0.1400	\$0.1400	\$0.1300
151 - 330	\$0.2300	\$0.2000	\$0.1900	\$0.1500	\$0.1400	\$0.1300
331 +	\$0.2600	\$0.2100	\$0.2100	\$0.1625.	\$0.1600	\$0.1325

Volume Discount: A Volume Discount applies to total monthly billing for each originating LifeLine customer location as follows:

<u>Monthly Usage:</u>	<u>Discount</u>
Over \$40.00	5%

For example, if a Customer's total bill for one month is \$54.00, a five percent discount (\$2.70) is deducted from the total. The total amount due for the month is \$51.30.

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.2 Discount Long Distance 800 Service*

Applicability: Applicable to monthly inbound 1-800 Long Distance service D.L.D. Discount Long Distance and Original 800 Service and 800 Dedicated Service.

Territory: Service is limited to calls originating in the continental United States, Alaska and Hawaii, and terminating in the Continental United States. Service is offered to customers within all exchange areas in the State of California.

- A.** All usage rates will be applied in six-second increments after the initial minute. Any position of applicable increment, after the initial minute, will be rounded upward to the next increment. Calls less than one minute will be rounded up to one minute.
- B.** For calls which overlap one or more rate periods, the rate in each rate period applies to the portion of the message occurring in that rate period.
- C.** Call duration is measured from the time hardware or software answer supervision indicates a connection between the calling and called stations and the termination of the call. A call is terminated when the calling party hangs up.

Charges

- A.** Per minute intrastate and interstate charges for the service are as follows:

<u>Call Area</u>	<u>Peak</u>	<u>Off-Peak</u>
Within California	\$0.2400	\$0.1900

- B.** There is a monthly service charge in the amount of \$15.00. There is no installation charge. Customer is responsible for payment of all applicable taxed and surcharges in addition to the per minute charges.
- C.** Change in rates: The Company may change any rates, fees or other terms of service after 30 days' written notice to the customer.

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.3 Long Distance Plus*

Applicability: Applicable to all classes of customers, business or residential.

Territory: Service is offered to customers within all exchange areas in the State of California.

A. Per minute intrastate and interstate charges for the service are as follows:

	<u>Peak</u>	<u>Off-Peak</u>
Within California	\$0.1600	\$0.1500

B. There is a monthly service charge in the amount of \$1.00. There is an additional monthly service charge in the amount of \$1.00 for each additional PIN requested by and assigned to the customer. There is no installation charge. Customer is responsible for payment of all applicable taxes in addition to the per minute charges.

C. Change in rates: The Company may change any rates, fees or other terms of service after 30 days' written notice to the customer.

** - Grandfathered to existing AmeriVision Customers at existing locations.*

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.4 Equal Access*

Applicability: Equal Access services are interLATA telecommunications services offered by Carrier to residential and business customers.

Territory: Available to customers served by exchanges converted to equal access.

Rates: Per minute

	<u>MILEAGE</u>	<u>DAY</u>	<u>EVENING</u>	<u>NIGHT/WKND</u>
EM	0-292	\$0.1350	\$0.1200	\$0.1100
	293-430	\$0.1350	\$0.1200	\$0.1100
	431-999	\$0.1350	\$0.1200	\$0.1100
S1	0-292	\$0.1350	\$0.1200	\$0.1100
	293-End	\$0.1350	\$0.1200	\$0.1100
F1	0-End	\$0.1295	\$0.1225	\$0.1125
F2*,F3	0-End	\$0.1295	\$0.1225	\$0.1125
WX	0-End	\$0.1295	\$0.1225	\$0.1125
PM	0-End	\$0.1295	\$0.1225	\$0.1125
P3	0-End	\$0.1295	\$0.1225	\$0.1125
P4	0-End	\$0.1295	\$0.1225	\$0.1125

* F2 subscribers are also billed a \$15 monthly charge.

	<u>Miles</u>	<u>DAY</u>		<u>EVENING</u>		<u>NIGHT/WKND</u>	
		1 st	Addl.	1 st	Addl.	1 st	Addl.
		<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>	<u>Period</u>
EA	0-9999	\$0.1460	\$0.1460	\$0.1300	\$0.1300	\$0.1300	\$0.1300
AO	0-9999	\$0.1460	\$0.1460	\$0.1300	\$0.1300	\$0.1300	\$0.1300
RA	0-9999	\$0.1315	\$0.1315	\$0.1315	\$0.1315	\$0.1315	\$0.1315

EA & AO customers are also billed a \$5 Network Access fee monthly.

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.5 Dedicated Access*

Applicability Dedicated Access WATS services are interLATA communications services offered by carrier to business and residential customers.

Territory Available to customers served by exchanges converted to equal access (Feature Group D).

Rates

	<u>MILEAGE</u>	<u>DAY</u>	<u>EVENING</u>	<u>NIGHT/WKND</u>
DA	0-55	\$0.1220	\$0.0860	\$0.0780
	56-292	\$0.1440	\$0.1000	\$0.0900
	293-430	\$0.1560	\$0.1100	\$0.0970
	431-925	\$0.1710	\$0.1190	\$0.1070
	926-1910	\$0.1840	\$0.1280	\$0.1140
DS	0-55	\$0.0900	\$0.0800	\$0.0800
	56-292	\$0.1000	\$0.0850	\$0.0850
	293-430	\$0.1090	\$0.0900	\$0.0900
	431-925	\$0.1190	\$0.1000	\$0.1000
	925-1910	\$0.1290	\$0.1100	\$0.1050
DX	0-292	\$0.1490	\$0.1390	\$0.1290
	293-430	\$0.1490	\$0.1390	\$0.1290
	431-925	\$0.1490	\$0.1390	\$0.1290
	926-1910	\$0.1490	\$0.1390	\$0.1290
	1911-3000	\$0.1490	\$0.1390	\$0.1290
	1911-3000	\$0.1490	\$0.1390	\$0.1290
T1,T2,T3	0-End	\$0.0965	\$0.0965	\$0.0965
X1,X2,X3	0-End	\$0.0695	\$0.0695	\$0.0695

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.5 Dedicated Access*, (Cont'd.)

Special Conditions

Volume Discounts:

DA	First \$6,5000/Mo.	5%
	Over \$7,5000	10%
DX	\$0 to \$10,000/Mo.	15%
	\$10,000 to \$30,000	25%
	Over \$30,000	30%

T1,T2,T3 Discount depends on term length

X1,X2,X3 Discount depends on term length

	1 Year (T1, X1)	2 Years (T2, X2)	3 Years (T3, X3)
\$0 to \$4,000	5%	7%	8%
\$4,000 to \$7,000	6%	8%	9%
\$7,000 to \$10,000	9%	10%	11%
Over \$10,000	10%	12%	14%

* - Grandfathered to existing AmeriVision Customers at existing locations.

Issued by:

Director, Regulatory Affairs
999 Waterside Drive, Suite 1910
Norfolk, Virginia 23510

Effective: October 10, 2009

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.6 AmeriVision Business Connections*

AmeriVision Business Connections plan a direct dialed outbound and toll free inbound service designed for Business Customers. Calls are flat rated and there are no recurring monthly fees with this service, however, there is a minimum monthly usage of \$24.95. Actual usage that is below the monthly minimum will be charged the minimum monthly usage fee.

Calls are measured and billed in 6 second increments with a 30 second minimum call duration.

Per Minute Rate	InterLATA		Minimum Usage
	All Times of Day		
	<u>Initial Period</u>	<u>Ea. Addl. Period</u>	
All Mileage Bands	\$0.0500	\$0.0100	\$24.95

Per Minute Rate	IntraLATA		Minimum Usage
	All Times of Day		
	<u>Initial Period</u>	<u>Ea. Addl. Period</u>	
All Mileage Bands	\$0.0500	\$0.0100	\$24.95

A. Minimum Monthly Usage Charge

Minimum Monthly Usage Charge	\$24.95
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* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.7 AmeriVision Complete Connections*

LEC Billed - Per Minute Rate

<u>All Times of Day</u>	<u>IntraState</u>	<u>IntraLATA</u>
All Mileage Bands	\$0.0790	\$0.0590

Company Billed - Per Minute Rate

<u>All Times of Day</u>	<u>IntraState</u>	<u>IntraLATA</u>
All Mileage Bands	\$0.0790	\$0.0590

** - Grandfathered to existing AmeriVision Customers at existing locations.*

Issued by:

Director, Regulatory Affairs
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Norfolk, Virginia 23510

Effective: October 10, 2009

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.8 Toll Free Connections*

Toll Free Connections plan is a toll free inbound service designed for both Business and Residential Customers. There is a monthly recurring monthly fees with this service, however, there is no minimum monthly usage fee.

Calls are measured and billed in one minute increments with a one minute minimum call duration.

Per Minute Rates

	All Times of Day
	<u>Per Minute Rate</u>
All Mileage Bands	\$0.099

** - Grandfathered to existing AmeriVision Customers at existing locations.*

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.9 Frequent Connections*

Frequent Connections plan is a direct dialed outbound and toll free inbound service designed for both Business and Residential Customers. Calls are measured and billed in 6 second increments with a 30 second minimum call duration. There are no recurring monthly fees with this service, however, there is a minimum monthly usage fee. Actual usage that is below the monthly minimum will be charged the minimum usage fee.

Per Minute Rates

<u>All Times of Day</u>	<u>InterLATA</u>	<u>IntraLATA</u>	<u>Minimum Usage</u>
All Mileage Bands	Per Minute Rate	Per Minute	
	\$0.1000	\$0.1000	\$29.95

* - Grandfathered to existing AmeriVision Customers at existing locations.

Issued by:

Director, Regulatory Affairs
999 Waterside Drive, Suite 1910
Norfolk, Virginia 23510

Effective: October 10, 2009

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.10 AmeriVision Toll Free Inbound Service*

AmeriVision Toll Free Inbound Service is an inward calling service. It permits termination of intrastate calls from diverse geographic locations to the Customer's local exchange lines. With AmeriVision Toll Free Inbound Service, the Customer is billed for the call rather than the call originator.

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	1 st Minute	Ea. Add'l. Minute	1 st Minute	Ea. Add'l. Minute	1 st Minute	Ea. Add'l. Minute
All	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.11 AmeriVision Freedom*

AmeriVision Freedom plan is offered to Residential Customers and is either billed through the LEC or billed by the Company directly. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number, by dialing an access code + interLATA toll number. Calls are flat rated and are based upon billing preference method. There are no monthly recurring fees with this service.

LEC Billed

	InterLATA All Times of Day <u>Per Minute Rate</u>	IntraLATA <u>Per Minute Rate</u>
All Mileage Bands	\$0.1190	\$0.1190

Company Billed

	InterLATA All Times of Day <u>Per Minute Rate</u>	IntraLATA <u>Per Minute Rate</u>
All Mileage Bands	\$0.1190	\$0.1190

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.12 AmeriVision Residential Connections*

AmeriVision Residential LifeLine Connections plan is designed for Residential Customers and is either billed through the LEC, billed by the Company directly, or billed through a credit card. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number, by dialing an access code + interLATA toll number. Calls are flat rated and are based upon billing preference. method. There is a recurring monthly fee with this service.

LEC Billed

	InterLATA All Times of Day <u>Per Minute Rate</u>	IntraLATA <u>Per Minute Rate</u>
All Mileage Bands	\$0.1000	\$0.1000

Company Billed

	InterLATA All Times of Day <u>Per Minute Rate</u>	IntraLATA <u>Per Minute Rate</u>
All Mileage Bands	\$0.1000	\$0.1000

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.13 AmeriVision Sunday Connections*

AmeriVision LifeLine Sunday Connections plan is offered to Residential Customers and is either billed through the LEC, billed by the Company directly, or billed through a credit card. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number, by dialing an access code + interLATA toll number. Calls are flat rated and are based upon billing preference method. There is a recurring monthly fee with this service.

InterLATA and IntraLATA Rates

LEC Billed

All Times of Day <u>All Mileage Bands</u> All Days	InterLATA <u>Per Minute Rate</u> \$0.1000	IntraLATA <u>Per Minute Rate</u> \$0.1000
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Company Billed

All Times of Day All Mileage Bands All Days	InterLATA Per Minute Rate \$0.1000	IntraLATA Per Minute Rate \$0.1000
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* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.14 AmeriVision Freedom Plan*

AmeriVision Freedom Plan is designed for Business Customers and is either billed through the LEC, billed by the Company directly, or billed through a credit card. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number or by dialing an access code + interLATA toll number. Calls are flat rated and are based upon billing preference method. There is a recurring monthly fee with this service.

LEC Billed - All Times of Day

	<u>InterLATA Per Minute Rate</u>	<u>IntraLATA Per Minute Rate</u>
All Mileage Bands	\$0.1190	\$0.1190

Company Billed - All Times of Day

	<u>InterLATA Per Minute Rate</u>	<u>IntraLATA Per Minute Rate</u>
All Mileage Bands	\$0.1190	\$0.1190

Credit Card Billed - All Times of Day

	<u>InterLATA Per Minute Rate</u>	<u>IntraLATA Per Minute Rate</u>
All Mileage Bands	\$0.1190	\$0.1190

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.15 AmeriVision Prepaid Card Service*

AmeriVision Prepaid Card Service is a renewable prepaid card service allows Customers to place calls from any location. Calls are originated by dialing an access number, followed by a personal identification number in addition to the called number. Prepaid card accounts maintain a Available Usage Balance which is depleted on a real-time basis as calls are placed. Customers are notified of their remaining account balance at the beginning of each call.

Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. AmeriVision Prepaid Card Service is available 24 hours a day, seven days per week.

Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

Terms and Conditions of Service

- A.** The minimum purchase amount on AmeriVision's Debit Card is \$50.00
- B.** All of the Company's debit cards are renewable. Customers may renew the cards at point of purchase or via the telephone through the use of a verifiable commercial credit card.
- C.** Calls to 500, 700, 800/888, 900 and 976 numbers and calls requiring operator assistance and quotation of time and charges cannot be completed using the Prepaid Card. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- D.** All calls must be charged against a Debit Card that has sufficient available balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid Card is insufficient to continue the call.
- E.** All purchased cards will expire one (1) year from the initial use date. Promotional cards can and may expire before the one (1) year deadline based upon the circumstance relating to the issuance of the card.
- F.** The Company does not refund any unused balances in a Debit Account.

Per Minute Rate: \$0.35

** - Grandfathered to existing AmeriVision Customers at existing locations.*

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.16 AmeriVision Simple Connections Service*

AmeriVision Simple Connections Service is a direct dialed long distance calling plan offered to Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers have the option of having this service billed directly by the Company or by their LEC, for an additional monthly surcharge as defined below. Service is only offered in conjunction with the corresponding interstate services.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
<u>Mileage Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800	\$0.1800

1. Calling Card Charges

Per minute rate	\$0.60
Per Call Surcharge	\$0.60

2. Monthly Recurring Charge

N/A

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.17 AmeriVision Clear Connections Service*

AmeriVision Clear Connections Service is a direct dialed long distance calling plan offered to Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
<u>Mileage Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per minute rate \$0.35
Per Call Surcharge \$0.35

2. Monthly Recurring Charge

\$3.95

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.18 AmeriVision Family Connections Service*

AmeriVision Family Connections Service is a direct dialed long distance calling plan designed for Residential Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers have the option of having this service billed directly by the Company or by their LEC, for an additional monthly surcharge as defined below. Service is only offered in conjunction with the corresponding interstate services and an interstate monthly recurring charge applies.

A. Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>	Initial <u>Minute</u>	Each Additional <u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per minute rate	\$0.15
Per Call Surcharge	\$0.15

B. Toll Free Service Options

Toll Free Charge:

Initial One (1) Minute	\$0.1000
Each Additional One (1) Minute	\$0.1000

Toll Free Numbers

Initial Toll Free Number	\$0.00
Each Additional Toll Free Number	\$1.00

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.19 AmeriVision Corporate Connections Service*

AmeriVision Corporate Connections Service is a direct dialed long distance calling plan offered to Business Customers throughout the State. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial	Each	Initial	Each	Initial	Each
Mileage	30	Additional	30	Additional	30	Additional
<u>Bands</u>	<u>Seconds</u>	<u>6 Seconds</u>	<u>Seconds</u>	<u>6 Seconds</u>	<u>Seconds</u>	<u>6 Seconds</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per minute rate \$0.10
Per Call Surcharge \$0.10

2. Minimum Monthly Usage Charge

\$2.95

B. Toll Free Service Options

Toll Free Charge:

Initial One (1) Minute \$0.1000
Each Additional One (1) Minute \$0.1000

Toll Free Numbers

Initial Toll Free Number \$0.00
Each Additional Toll Free Number \$1.00

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.20 AmeriVision Debit Card Service

The AmeriVision Debit Card allows customers to pay a fixed dollar amount in advance for long distance calling over AmeriVision's network. Customers use an "800" number for access from touch tone phones. Customers can place domestic and international direct dial calls using the service. Cards are decremented for each minute or fractional minute of use as set forth below. As calls are placed, charges for the call are deducted on a real-time basis until the full amount of the card is exhausted. Customers will be notified in advance of the exhaustion of the card. An expiration date, if applicable, is printed on the card. The rates paid by the customer until the card is exhausted are the rates in effect at the time the card is purchased. Debit Card accounts may be replenished at the rates specified for replenished cards.

The following types of calls may not be completed using the AmeriVision Debit Card:

- * calls to 700, 800, and 900 numbers
- * calls to directory assistance
- * operator assisted calls
- * conference calls
- * calls requiring time and/or charges

The AmeriVision Debit Card is available twenty-four hours a day, seven days a week. The cards will be offered to customers on a first serve basis and may be offered in conjunction with other AmeriVision products.

An AmeriVision Debit Card account is established upon receipt of payment by the Company. When an account is established, the Company will assign an Account Code/Authorization Code to the account. The Company reserves the right to determine the acceptable types of payment.

Service is provided and each account is debited at the following rate. Fractional minute calls are rounded up to the nearest full minute:

Card Type 1:	\$0.30 per minute
Card Type 2:	\$0.35 per minute
Card Type 3:	\$0.20 per minute

** - Grandfathered to existing AmeriVision Customers at existing locations.*

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.21 AmeriVision Smart 175 Service*

AmeriVision Smart 175 Service is a direct dialed long distance calling plan offered to Residential and Business Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
<u>Mileage Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per minute rate \$0.25
Per Call Surcharge \$0.25

2. Minimum Monthly Usage Charge

\$9.99

B. Bonus Connections Option

Customers are given the option, for an additional monthly recurring charge, to receive the lower per minute rates listed below:

	DAY		EVENING		NIGHT/WKND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
<u>Mileage Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.04900	\$0.0490

Toll Free Per Minute Charge: \$0.1000

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.22 AmeriVision Smart 400 Service*

AmeriVision Smart 400 Service is a long distance calling plan offered to Residential and Business Customers throughout the State. Calls are measured in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. Calls are originated by dialing 1+ the area code, if necessary, and the terminating telephone number. Customers are billed the minimum monthly usage charge identified below. Service is only offered in conjunction with the corresponding interstate services.

A. Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per minute rate \$0.25
Per Call Surcharge \$0.25

2. Minimum Monthly Usage Charge

\$19.99

B. Bonus Connections Option

Customers are given the option, for an additional monthly recurring charge, to receive the lower per minute rates listed below:

	DAY		EVENING		NIGHT/WKND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

Toll Free Per Minute Charge: \$0.1000

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.23 Affinity4 4.9¢ Savings Plan*

Affinity4 4.9¢ Savings Plan is a direct dialed long distance calling plan designed for residential Customers with usage of more than 500 minutes of interstate usage per month. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. There is a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.23 Affinity4 4.9¢ Savings Plan*, (Cont'd.)

B. Bonus Add On Plan

Customers enrolled in Affinity4 4.9¢ Savings Plan are given the option for an additional monthly recurring charge, to receive the lower per minute rates listed below.

	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

1. Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

C. Toll Free Add On Plan

Customers enrolled in Affinity4 4.9¢ Savings Plan are given the option, for an additional monthly recurring charge, to receive a discounted intrastate toll free service option. Calls toll free calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute.

	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.24 Affinity4 9.9¢ Value Plan*

Affinity4 9.9¢ Value Plan is a direct dialed long distance calling plan designed for Customers with usage of less than 500 minutes of interstate usage per month. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. There is not a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan. Customers have the option of having this service billed directly by the Company or by their LEC. There is a surcharge applicable if the Customer elects to be billed by their LEC.

A. Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.24 Affinity4 9.9¢ Value Plan*, (Cont'd.)

B. Bonus Add On Plan

Customers enrolled in Affinity4 9.9¢ Value Plan are given the option for an additional monthly recurring charge, to receive the lower per minute rates listed below.

	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

1. Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

C. Toll Free Add On Plan

Customers enrolled in Affinity4 9.9¢ Value Plan are given the option, for an additional monthly recurring charge, to receive a discounted intrastate toll free service option. Calls toll free calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute.

	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.25 Affinity4 2.9¢ Savings Plan VIP*

Affinity4 2.9¢ Savings Plan VIP is a direct dialed long distance calling plan designed for residential Customers with usage of less than 500 minutes of interstate usage per month. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. There is a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

1. Calling Card Charges

Per Minute Rate	\$0.25
Per Call Surcharge	\$0.25

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.25 Affinity4 2.9¢ Savings Plan VIP*, (Cont'd.)

B. Intrastate Bonus Add On Plan

Customers enrolled in Affinity4 2.9¢ Savings Plan VIP are given the option for an additional monthly recurring charge, to receive the lower rates listed below.

	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

1. Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

C. Toll Free Add On Plan

Customers enrolled in Affinity4 2.9¢ Savings Plan VIP are given the option, for an additional monthly recurring charge, to receive a discounted intrastate toll free service option. Calls toll free calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute.

	DAY		EVENING		NIGHT/WEEKEND	
	Initial	Each Additional	Initial	Each Additional	Initial	Each Additional
Mileage						
<u>Bands</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
All	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.1000

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.26 Affinity4 3.9¢ Corporate Savings Plan VIP*

Affinity4 3.9¢ Corporate Savings Plan VIP is a direct dialed long distance calling plan designed for Customers with a minimum billed of \$30.00 usage charges per month. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. There is not a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds
All	\$0.0500	\$0.0100	\$0.0500	\$0.0100	\$0.0500	\$0.0100

1. Calling Card Charges

Per Minute Rate \$0.10
Per Call Surcharge \$0.10

2. Minimum Monthly Usage Charge \$30.00

B. Intrastate Bonus Add On Plan

Customers enrolled in Affinity4 3.9¢ Corporate Savings Plan VIP are given the option for an additional monthly recurring charge, to receive the lower rates listed below.

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds
All	\$0.0245	\$0.0049	\$0.0245	\$0.0049	\$0.0245	\$0.0049

1. Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.27 Affinity4 4.9¢ Corporate Savings Plan VIP*

Affinity4 4.9¢ Corporate Savings Plan VIP is a direct dialed long distance calling plan designed for Customers with a minimum billed of \$10.00 usage charges per month. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. There is not a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan.

A. Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds
All	\$0.0500	\$0.0100	\$0.0500	\$0.0100	\$0.0500	\$0.0100

1. Calling Card Charges

Per Minute Rate	\$0.10
Per Call Surcharge	\$0.10

2. Minimum Monthly Usage Charge \$10.00

B. Intrastate Bonus Add On Plan

Customers enrolled in Affinity4 4.9¢ Corporate Savings Plan VIP are given the option for an additional monthly recurring charge, to receive the lower rates listed below.

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds
All	\$0.0245	\$0.0049	\$0.0245	\$0.0049	\$0.0245	\$0.0049

1. Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge	\$2.95
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* - Grandfathered to existing AmeriVision Customers at existing locations.

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.28 Affinity4 Unlimited VIP*

The Affinity4 Unlimited VIP plan is a direct dial outbound service for residential customers. Customers will receive 500 minutes of intrastate and interstate long distance voice usage for a fixed monthly rate. All calls after the initial 500 minute block of time will be billed at the per minute rate provided below. All calls, whether part of the block of time or overage charges will be billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

This service is only offered in conjunction with the corresponding interstate Affinity4 Unlimited VIP plan. This service is not offered on an intrastate only basis.

A. Rates and Charges

Monthly Recurring Charge:	\$16.95
Per Minute Rates	\$0.0990

B. Customer Restrictions

New and existing Customers are eligible for this service if they meet the following requirements:

1. Customers must presubscribe to Affinity4 for both intraLATA and interLATA long distance service.
2. This plan cannot be used for any use inconsistent with residential service.
3. This plan is not available to Customers with a multi-line account or an account that bills to another number or is the recipient of charges billed from another number unless the Customer establishes separate billing accounts for each line.

** - Grandfathered to existing AmeriVision Customers at existing locations.*

4.0 - GRANDFATHERED SERVICES, (CONT'D.)

4.28 Affinity4 Unlimited VIP*, (Cont'd.)

B. Customer Restrictions, (Cont'd.)

4. Customer lines associated with educational institutions, (colleges, universities, etc.) are not eligible for this plan. Student lines billed separately from the educational institution will be eligible for this service.
5. Unlimited plan usage does not include calls used for general business purposes, multi-party conference calls, calls to 900 numbers, directory assistance, calling card, operator services, international calling, commercial facsimile, auto-dialing, call centers and/or direct telemarketing centers. Calls to Residential Toll-Free accounts are not included in this plan.
6. In order to be eligible for this plan, the Company must be able to verify that the Customer meets these eligibility requirements. Customers who no longer meet these eligibility requirements will not be eligible for this plan and without prior notice will be placed on an alternative plan or will have their service suspended, restricted or canceled.
7. The monthly rate for this plan does not include applicable taxes, surcharges or fees.
8. This plan is not available for resale.

** - Grandfathered to existing AmeriVision Customers at existing locations.*