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TABLE OF CONTENTS

	Page
Table of Contents	1
Explanation of Symbols	2
Section 1 - Definitions	3
Section 2.0 - Terms and Conditions	5
Section 3.0 - Rate Schedules	12
Section 4.0 - Miscellaneous Services	30
Section 5.0 - Promotions	31
Section 6.0 - Contract Services	32
Section 7.0 - Grandfathered Services	33

Issued: June 23, 2008

Effective: June 23, 2008

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C)** - Change.
- (D)** - Discontinued.
- (I)** - Increase in rate.
- (M)** - Moved Text involving no change.
- (N)** - New Rate or Term of condition.
- (R)** - Reduced Rate.
- (T)** - Text Change involving no rate or condition.

Issued: June 23, 2008

Effective: June 23, 2008

SECTION 1.0 - DEFINITIONS

Access Line - An arrangement which connects the Customer's location to an AmeriVision Communications, Inc. switching center or designated point of presence.

AmeriVision - Used throughout this Pricing Guide to mean AmeriVision Communications, Inc. d/b/a Affinity4.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call.

Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's Pricing Guide.

Company or Carrier - AmeriVision Communications, Inc. d/b/a Affinity4 unless otherwise clearly indicated by the context.

Commission - The Maine Public Utilities Commission.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Equal Access - here the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Issued: June 23, 2008

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SECTION 1.0 - DEFINITIONS, (CONT'D.)

Holidays - The Company observes the following holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day.

LEC - Local Exchange Company.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

Issued: June 23, 2008

Effective: June 23, 2008

SECTION 2.0 - TERMS AND CONDITIONS

2.1 General

- 2.1.1** These Terms and Conditions and Rate Schedules govern Company services originating and terminating at points within Maine. Specific services and rates are described in the Rate Schedules.
- 2.1.2** The Company's intrastate service territory is the State of Maine. Company services are available 24 hours per day, 7 days a week.
- 2.1.3** Company services are available for both residential and non-residential customers.

SECTION 2.0 - TERMS AND CONDITIONS, (CONT'D.)

2.2 Calculation of Rates

- 2.2.1** Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of Rate Centers is based on information provided by Bell Operating Companies. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.
- 2.2.2** The chargeable time of a call is timed and measured by the underlying carrier. Timing of calls begins when the call is answered at the called station. Different rates may apply depending on the time of day or day of week the call is made. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.
- 2.2.3** Upon customer request, the Company will automatically apply a 70% rate reduction for intrastate toll calls made from lines used by certified deaf, hard-of-hearing or speech-impaired persons who must rely on teletypewriters for residential telephone communications. To qualify for an automatic reduction, the customer must submit an affidavit to the Company on a form approved by the Maine Department of Human Services, stating that due to one of the aforementioned conditions, he or a member of the household must rely on a teletypewriter for telephone communications, and that the equipment is connected or acoustically coupled to his telephone. Upon request, customers making calls to certified persons are eligible for a 70% rate reduction for relevant billed calls made during each billing period.

SECTION 2.0 - TERMS AND CONDITIONS, (CONT'D.)

2.3 Credit, Collection, and Dispute Resolution Procedures

- 2.3.1 Residential Customers:** Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for residential customers are governed by Chapters 81 and 870 of the Maine Public Utilities Commission's Rules and Regulations.
- 2.3.2 Nonresidential Customers:** Application for service, billing, payment, deposit, disconnection, dispute resolution and other credit and collection procedures for nonresidential customers are governed by Chapters 86 and 870 of the Maine Public Utilities Commission's Rules and Regulations.
- 2.3.3** The Company does not charge a fee to establish basic service.
- 2.3.4** For billing purposes, service is established on the date the customer's local exchange carrier switches the customer's service to the reselling Company's network.
- 2.3.5** The Company bills charges monthly in arrears. For billing purposes, a month consists of thirty (30) days.
- 2.3.6** The Company does not charge a fee to restore service that was disconnected for non-payment of bills, violation of the Terms and Conditions, or fraudulent use of the Company's services.
- 2.3.7** All state and local taxes (i.e., sales tax) are listed as separate line items and are not included in the rates quoted in the Rate Schedules.
- 2.3.8** A return check charge of \$ 15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this Pricing Guide and pursuant to Maine law and Commission regulations.

Issued: June 23, 2008

Effective: June 23, 2008

SECTION 2.0 - TERMS AND CONDITIONS, (CONT'D.)

2.3 Credit, Collection, and Dispute Resolution Procedures, (Cont'd.)

2.3.9 Bills are due by the date marked up on the invoice received by the Customer. Once a bill is past due, the carrier may proceed with credit and collection activities per Chapter 81 or 860, and a late payment fee per Chapter 870, of 1.5% per month on the undisputed past due amount.

2.3.10 Customer complaints are handled by a full service customer service department. Customers may call the Company's Service Department at (888) 822-2705, twenty-four (24) hours per day. The Customer Service Department is staffed from 8:00 am to 8:00 pm; off-hours calls are handled through an answering service. On-call personnel are available to handle those customers that need immediate assistance. Customers may also submit a written complaint to:

AmeriVision Communications, Inc.
d/b/a Affinity4
999 Waterside Drive, Suite 1910
Norfolk, Virginia 23510
Telephone: (888) 258-1005
Facsimile: (800) 480-5620

If the customer is not satisfied with the Company response, the Customer may contact:

Consumer Assistance Division
Maine Public Utilities Commission
18 State House Station
242 State Street
Augusta ME 04333-0018
Telephone: 800-452-4699 or 207-287-3831
Facsimile: 207-287-1039

Issued: June 23, 2008

Effective: June 23, 2008

SECTION 2.0 - TERMS AND CONDITIONS, (CONT'D.)

2.3 Credit, Collection, and Dispute Resolution Procedures, (Cont'd.)

- 2.9.11** Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.9.12** Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this Pricing Guide.
- 2.9.13** The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- 2.9.14** 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.
- 2.9.15** Except as provided in Section 2.9.16 herein below, 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.
- 2.9.16** 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.

Issued: June 23, 2008

Effective: June 23, 2008

SECTION 2.0 - TERMS AND CONDITIONS, (CONT'D.)

2.3 Credit, Collection, and Dispute Resolution Procedures, (Cont'd.)

- 2.9.17** Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- 2.9.18** In the event the Company must employ the services of attorneys for collection of charges due under this Pricing Guide or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- 2.9.19** 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.
- 2.9.14** 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.

SECTION 2.0 - TERMS AND CONDITIONS, (CONT'D.)

2.4 Interruption of Service/Liability

- 2.4.1** The Company will attempt to provide continuous and uninterrupted service. When the Company schedules a service interruption for maintenance or repairs, the Company will notify customers of the cause and expected duration of the interruption at least 24 hours in advance, when possible.
- 2.4.2** The Company's liability for damages arising out of mistakes, interruptions, omission, delays, errors, or defects in the transmission occurring in furnishing service or in Company facilities, and not caused by the negligence of its employees or agents, will not exceed the amount that the Company would have charged the customer for service for the period the aforementioned faults occur.
- 2.4.3** Upon customer request, the Company will credit a customer's account for service interruptions which are not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels or equipment provided by the customer. Before requesting a credit, the customer will take reasonable steps to verify that the trouble could not have been prevented by the customer and is not in the customer's wiring or equipment. For purposes of computing a credit for leased facilities, a month consists of 720 hours. The Company will credit the customer's account at the rate of 1/720th of the monthly charge for the facilities affected for each full hour of the interruption.
- 2.4.4** The Company is protected against customer claims for libel, slander, or copyright infringement arising from the material, data, information, or other content transmitted using Company services. The Company is protected against all other claims arising from any act or omission of the customer while using Company services.
- 2.4.5** Any provisions that limit liability or damages do not apply to the extent they conflict with Maine Statute, 11 M.R.S.A. 2-316(5), Exclusion or Modification of Warranties.

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

AmeriVision Communications, Inc. d/b/a Affinity4 offers outbound long distance, and operator services to its customers. Rates for these services vary by product. All AmeriVision services are available 24 hours a day, seven days a week.

AmeriVision's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the Maine Public Utilities Commission and the Federal Communications Commission.

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Determination of Call Duration and Timing of Calls

- 3.2.1** For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this Pricing Guide.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, AmeriVision will reasonably issue credit for the call.

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Calculation of Distance

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by Telcordia, in the following manner:

- Step 1:** Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2:** Obtain the difference between the "V" coordinates of each of the Rate 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 square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- 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 distance between the originating and terminating serving wire centers of the call.

Formula:

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

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 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.

	Initial Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1990	\$0.1990

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.5 Affinity4 4.9¢ Advantage Plan

(N/M)

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.

3.5.1 Rates and Charges

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

(A) Calling Card Charges:

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

(N/M)

Material that originally appeared on this Page now appears on Page 50.

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 Affinity4 2.9¢ Advantage Plan

(N/M)

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 only offered in conjunction with the corresponding interstate plan.

3.6.1 Rates and Charges

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

(A) Calling Card Charges:

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

(N/M)

Material that originally appeared on this Page now appears on Page 51.

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Affinity4 9.9¢ Advantage Plan

(N/M)

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.

3.7.1 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	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990	\$0.0990

(A) Calling Card Charges

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

(N/M)

Material that originally appeared on this Page now appears on Page 52.

AmeriVision Communications, Inc.
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Maine Pricing Guide
1st Revised Page 19
Cancels Original Page 19

Issued: August 7, 2009

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.7 Affinity4 9.9¢ Advantage Plan, (Cont'd.)

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Material that originally appeared on this Page now appears on Page 53.

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Affinity4 3.9¢ Business Advantage Plan

(N/M)

Affinity4 3.9¢ 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.

3.8.1 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	\$0.0245	\$0.0049	\$0.0245	\$0.0049	\$0.0245	\$0.0049

(A) Calling Card Charges

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

(N/M)

Material that originally appeared on this Page now appears on Page 54.

AmeriVision Communications, Inc.
d/b/a Affinity4
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Maine Pricing Guide
1st Revised Page 21
Cancels Original Page 21

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Affinity4 3.9¢ Business Advantage Plan , (Cont'd.)

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Material that originally appeared on this Page now appears on Page 55.

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Affinity4 3.9¢ Advantage Plan

(N/M)

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.

3.9.1 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	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490	\$0.0490

(A) Calling Card Charges

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

(N/M)

Material that originally appeared on this Page now appears on Page 56.

AmeriVision Communications, Inc.
d/b/a Affinity4
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Maine Pricing Guide
1st Revised Page 23
Cancels Original Page 23

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 Affinity4 3.9¢ Advantage Plan, (Cont'd.)

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Material that originally appeared on this Page now appears on Page 57.

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.10 Affinity4 2.9¢ Business Advantage Plan

(N/M)

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.

3.10.1 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	\$0.0245	\$0.0049	\$0.0245	\$0.0049	\$0.0245	\$0.0049

(A) Calling Card Charges

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

(N/M)

Material that originally appeared on this Page now appears on Page 58.

AmeriVision Communications, Inc.
d/b/a Affinity4
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Norfolk, Virginia 23510

Maine Pricing Guide
1st Revised Page 25
Cancels Original Page 25

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.10 Affinity4 2.9¢ Business Advantage Plan, (Cont'd.)

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Material that originally appeared on this Page now appears on Page 58.

AmeriVision Communications, Inc.
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Maine Pricing Guide
1st Revised Page 26
Cancels Original Page 26

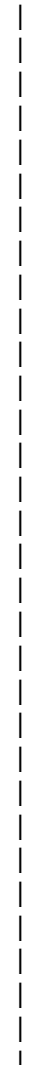
Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.11 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 59.

AmeriVision Communications, Inc.
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Norfolk, Virginia 23510

Maine Pricing Guide
1st Revised Page 27
Cancels Original Page 27

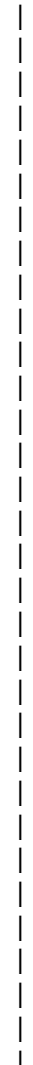
Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.11 [Reserved for Future Use], (Cont'd.)

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Material that originally appeared on this Page now appears on Page 59.

AmeriVision Communications, Inc.
d/b/a Affinity4
Director, Regulatory Affairs
999 Waterside Drive, Suite 1910
Norfolk, Virginia 23510

Maine Pricing Guide
1st Revised Page 28
Cancels Original Page 28

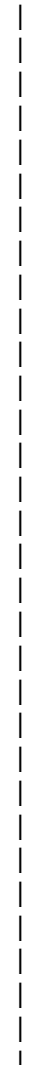
Issued: August 7, 2009

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SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.12 [Reserved for Future Use]

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Material that originally appeared on this Page now appears on Page 60.

AmeriVision Communications, Inc.
d/b/a Affinity4
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Norfolk, Virginia 23510

Maine Pricing Guide
1st Revised Page 29
Cancels Original Page 29

Issued: August 7, 2009

Effective: August 7, 2009

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.12 [Reserved for Future Use], (Cont'd.)

Material that originally appeared on this Page now appears on Page 61.

Issued: June 23, 2008

Effective: June 23, 2008

SECTION 4.0 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

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

4.2 Return Check Charge

A return check charge of \$15.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this Pricing Guide and pursuant to Maine law and Commission regulations.

4.3 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	\$0.95
--------------------------------	--------

4.4 Payphone Surcharge

An undiscountable payphone surcharge of \$.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.

SECTION 5.0 - PROMOTIONS

5.1 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.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

SECTION 6.0 - CONTRACT SERVICES

6.1 General

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 Pricing Guide. 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.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.1 ACI Long Distance

ACI InterLATA toll calling is offered to Customers throughout the state of Maine. 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 + toll number. Calls are billed based on time of day, day of week, duration, call type and billing method.

	DAY	EVENING	NIGHT/WEEKEND
All Mileage	\$0.5400	\$0.3300	\$0.2100

* - Grandfathered to existing AmeriVision Customers.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.2 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 fee. 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

	All Times of Day		Minimum Usage
	Initial Period	Ea. Addl. Period	
All Mileage Bands	\$0.0595	\$0.0119	\$19.95

* - Grandfathered to existing AmeriVision Customers effective 12/21/00).

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.3 AmeriVision Complete Connections

INTRASTATE

LEC Billed - Per Minute Rate

	All Times of Day	Monthly Fee
All Mileage Bands	\$0.1190	\$6.95

Company Billed - Per Minute Rate

	All Times of Day	Monthly Fee
All Mileage Bands	\$0.1190	\$6.95

Credit Card Billed - Per Minute Rate

	All Times of Day	Monthly Fee
All Mileage Bands	\$0.1190	\$595

* - Grandfathered to existing AmeriVision Customers effective 12/21/00).

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.4 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/WKND	
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute
All	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.5 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
	Per Minute Rate
All Mileage Bands	\$0.149

Company Billed

InterLATA	All Times of Day
	Per Minute Rate
All Mileage Bands	\$0.149

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.6 AmeriVision Residential Connections

AmeriVision Residential 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	IntraLATA	Monthly Fee
	All Times of Day		
	Per Minute Rate	Per Minute Rate	
All Mileage Bands	\$0.1190	\$0.1190	\$3.95

Company Billed

	InterLATA	IntraLATA	Monthly Fee
	All Times of Day		
	Per Minute Rate	Per Minute Rate	
All Mileage Bands	\$0.1190	\$0.1190	\$3.95

Credit Card Billed

	InterLATA	IntraLATA	Monthly Fee
	All Times of Day		
	Per Minute Rate	Per Minute Rate	
All Mileage Bands	\$0.1190	\$0.1190	\$295

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.7 AmeriVision Sunday Connections

AmeriVision 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.

LEC Billed

	All Times of Day	
All Mileage Bands	Per Minute Rate	Monthly Recurring Fee
Monday - Saturday	\$0.1190	\$5.95
Sundays	\$0.1190	\$5.95

Company Billed

	All Times of Day	
All Mileage Bands	Per Minute Rate	Monthly Recurring Fee
Monday - Saturday	\$0.1190	\$5.95
Sundays	\$0.1190	\$5.95

Credit Card Billed

	All Times of Day	
All Mileage Bands	Per Minute Rate	Monthly Recurring Fee
Monday - Saturday	\$0.1190	\$5.95
Sundays	\$0.1190	\$5.95

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.8 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.

LEC Billed

	All Times of Day
	Per Minute Rate
All Mileage Bands	\$0.1490

Company Billed

	All Times of Day
	Per Minute Rate
All Mileage Bands	\$0.1490

Credit Card Billed

	All Times of Day
	Per Minute Rate
All Mileage Bands	\$0.1490

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.9 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:

	InterLATA	IntraLATA	
All Times of Day	Per Minute Rate	Per Minute	Minimum Usage
All Mileage Bands	\$0.1190	\$0.1190	\$29.95

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.10 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	
	Per Minute Rate	Monthly Recurring Fee
All Mileage Bands	\$0.099	\$1.00

* - Grandfathered to existing AmeriVision Customers effective 07/01/02.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.11 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.

7.11.1 Rates and Charges

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

(A) Calling Card Charges:

Per Minute Rate	\$0.60
Per Call Surcharge	\$0.60

(B) Monthly Recurring Charge:

Monthly Recurring Charge	N/A
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(C) [Reserved for Future Use]

* - Grandfathered to existing Customers at existing locations.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.12 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.

7.12.1 Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

(A) Calling Card Charges:

Per Minute Rate	\$0.35
Per Call Surcharge	\$0.35

(B) Minimum Monthly Usage Charge:

Minimum Monthly Usage Charge	N/A
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* - Grandfathered to existing Customers at existing locations.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.13 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.

7.13.1 Rates and Charges

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

(A) Calling Card Charges:

Per Minute Rate	\$0.15
Per Call Surcharge	\$0.15

(B) [Reserved for Future Use]

* - Grandfathered to existing Customers at existing locations.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.13 AmeriVision Family Connections Service*, (Cont'd.)

7.13.2 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 Customers at existing locations.*

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.14 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.

7.14.1 Rates and Charges

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

(A) Calling Card Charges:

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

(B) Minimum Monthly Usage Charge:

Minimum Monthly Usage Charge	\$2.95
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* - Grandfathered to existing Customers at existing locations.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.14 AmeriVision Corporate Connections Service*, (Cont'd.)

7.14.2 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 Customers at existing locations.*

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.15 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

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.16 AmeriVision Smart 175 Service*

(M)

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.

7.16.1 Rates and Charges

	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
Mileage Bands						
All	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

(A) Calling Card Charges

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

(B) Minimum Monthly Usage Charge

\$9.99

7.16.2 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 Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
Mileage Bands						
All	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690

Toll Free Per Minute Charge: \$0.1500

(M)

* - Grandfathered to existing Customers at existing locations.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.17 AmeriVision Smart 400 Service*

(M)

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.

7.17.1 Rates and Charges

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

(A) Calling Card Charges

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

(B) Minimum Monthly Usage Charge

\$19.99

7.17.2 Bonus Connections Option

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

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690

Toll Free Per Minute Charge: \$0.1500

(M)

* - Grandfathered to existing Customers at existing locations.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.18 Affinity4 4.9¢ Savings Plan*

(M)

Affinity4 4.9¢ Savings Plan is a direct dialed and toll free 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.

7.18.1 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

(A) Calling Card Charges

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

(M)

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Page 18.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

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

(M)

7.18.2 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.

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690

(A) Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

7.18.3 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.

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

(M)

* - Grandfathered to existing Customers at existing locations.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.19 Affinity4 9.9¢ Value Plan*

(M)

Affinity4 9.9¢ Value Plan is a direct dialed and toll free 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.

7.19.1 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

(A) Calling Card Charges

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

(M)

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Page 20.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

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

(M)

7.19.2 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.

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690

(A) Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

7.19.3 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.

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

(M)

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Page 21.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.20 Affinity4 2.9¢ Savings Plan VIP*

(M)

Affinity4 2.9¢ Savings Plan VIP is a direct dialed and toll free 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.

7.20.1 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

(A) Calling Card Charges

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

(M)

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Page 22.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

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

(M)

7.20.2 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.

Mileage Bands	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
All	\$0.0270	\$0.0270	\$0.0270	\$0.0270	\$0.0270	\$0.0270

(A) Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

7.20.3 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.

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

(M)

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Page 23.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.21 Affinity4 3.9¢ Corporate Savings Plan VIP*

(M)

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.

7.21.1 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 Minutes
All	\$0.0500	\$0.0100	\$0.0500	\$0.0100	\$0.0500	\$0.0100

(A) Calling Card Charges

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

(B) Minimum Monthly Usage Charge 30.00

7.21.2 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 Seconds
All	\$0.0345	\$0.0069	\$0.0345	\$0.0069	\$0.0345	\$0.0069

(A) Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Pages 24 and 25.

(M)

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.22 Affinity4 4.9¢ Corporate Savings Plan VIP*

(M)

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.

7.22.1 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

(A) Calling Card Charges

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

(B) Minimum Monthly Usage Charge \$10.00

7.22.2 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	\$0.0345	\$0.0069	\$0.0345	\$0.0069	\$0.0345	\$0.0069

(A) Intrastate Bonus Add On Monthly Recurring Charge

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Pages 26 and 27.

(M)

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

7.23 Affinity4 Unlimited VIP*

(M)

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.

7.23.1 Rates and Charges

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

7.23.2 Customer Restrictions

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

- (A) Customers must presubscribe to Affinity4 for both intraLATA and interLATA long distance service.
- (B) This plan cannot be used for any use inconsistent with residential service.
- (C) 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.

(M)

* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Page 28.

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SECTION 7.0 - GRANDFATHERED SERVICES, (CONT'D.)

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

(M)

7.23.2 Customer Restrictions, (cont'd.)

- (D) 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.
- (E) 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.
- (F) 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.
- (G) The monthly rate for this plan does not include applicable taxes, surcharges or fees.
- (H) This plan is not available for resale.

(M)

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

Material that appears on this Page originally appeared on Page 29.