

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

Wyoming Pricing Guide  
Original Page 1

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WYOMING  
INTEREXCHANGE TELECOMMUNICATIONS PRICING GUIDE  
OF  
**AmeriVision Communications, Inc.**  
**d/b/a Affinity 4**  
(800) 800-7550

This Pricing Guide contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications, including operator assisted services, by AmeriVision Communications, Inc. d/b/a Affinity 4 within the State of Wyoming.

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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		27	Original		53	Original
2	1 <sup>st</sup> Rev.	*	28	Original		54	Original
3	Original		29	Original		55	Original
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6	Original		32	1 <sup>st</sup> Rev.	*	58	Original
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17	Original		43	1 <sup>st</sup> Rev.	*	69	Original *
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22	Original		48	Original		74	Original *
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### **APPLICATION OF PRICING GUIDE**

The regulations, rules and conditions set forth in this Pricing Guide apply to the provision of intrastate public telecommunications services furnished within the State of Wyoming by AmeriVision Communications, Inc. d/b/a Affinity 4 subject to the jurisdiction of the Wyoming Public Service Commission.

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## **SYMBOLS**

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

- (C)** - To signify a changed listing, rule or condition which may affect rates or charges.
- (D)** - To signify discontinued material, including a listing, rate, rule or condition.
- (I)** - To signify an increase in rates or charges.
- (L)** - To signify material relocated from or to another part of this Pricing Guide with no change in text, rate, rule or condition.
- (N)** - To signify new material, including a listing, rate, rule or condition.
- (R)** - To signify a reduction in rates or charges.
- (T)** - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X)** - To signify a correction or reissued matter.

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### **PRICING GUIDE FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new sheets are occasionally added to the Pricing Guide. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the WPSC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
- D. Check Sheets** - When a Pricing Guide filing is made with the WPSC, an updated Check Sheet accompanies the Pricing Guide filing. The Check Sheet lists the sheets contained in the Pricing Guide, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

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## **SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this Pricing Guide, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

**Access** - Access to AmeriVision's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Aggregator** - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

**AmeriVision** - AmeriVision Communications, Inc. d/b/a Affinity 4.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this Pricing Guide.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

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## **SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Billed Party** - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used.

**Calling Card Call** - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

**Common Carrier** - A company or entity providing telecommunications services to the public.

**Customer** - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this Pricing Guide.

**Customer - Provided Facilities** - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

**Debit Card** - A pre-established account number (typically associated with a card), issued by the Company and purchased by a Customer for access to the Company's network for the purpose of placing long distance telephone calls.

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## **SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Wyoming.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

**Measured Charge** - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

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## **SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Personal Identification Numbers (PINS)** - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Real Time Rated** - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that AmeriVision communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

**Service** - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

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### **SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

**WPSC** - Wyoming Public Service Commission.

## **SECTION 2.0 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of Wyoming, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this Pricing Guide. In the event of a conflict between a contract entered into by the Company and this Pricing Guide, the terms of this Pricing Guide shall prevail.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.2 Limitations**

- 2.2.1** Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this Pricing Guide.
- 2.2.2** AmeriVision reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this Pricing Guide, or in violation of the law.
- 2.2.3** 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.
- 2.2.4** All services and facilities provided under this Pricing Guide are directly or indirectly controlled by AmeriVision and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Pricing Guide shall apply to all such permitted assignees or transferees, as well as all conditions of service.

### **2.3 Use**

Services provided under this Pricing Guide may be used for any lawful purpose for which the service is technically suited.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.4 Liabilities of Company**

- 2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this Pricing Guide. This Pricing Guide does not limit the liability of the Company for willful misconduct.
- 2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Pricing Guide, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.
- 2.4.3** AmeriVision shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over AmeriVision or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.4 Liabilities of Company, (Cont'd.)**

- 2.4.4** AmeriVision is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** AmeriVision shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.5 Deposits**

The Company does not normally require deposits from customers, however deposits may be required of customers who do not meet the company's credit requirements, or for whom no credit history is available.

### **2.6 Advance Payments**

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

### **2.7 Taxes**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company. Such taxes or fees shall be recovered in the following manner:

- (a)** For Debit Service, taxes or fees shall be included in the schedule for this service, unless otherwise negotiated with the distributor.
- (b)** For all other services offered by the Company, taxes and fees shall be added pro-rata, insofar as practical, to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.8 Payment for Service**

#### **2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

#### **2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) 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.
- (B) 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 of 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.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.8 Payment for Service, (Cont'd.)**

#### **2.8.1 Billing and Credit Regulations, (cont'd.)**

- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) Bills are due by the date marked upon the invoice received by the Customer.
- (E) 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 Section (J) 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.
- (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 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.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.8 Payment for Service, (Cont'd.)**

#### **2.8.1 Billing and Credit Regulations, (cont'd.)**

- (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.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this Pricing Guide or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

### **2.10 Billing Entity Conditions**

When billing functions on behalf of AmeriVision are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment 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.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the WPSC.

### **2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

### **2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this Pricing Guide governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to AmeriVision operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

### **2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

### **2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.17 "800" Numbers**

AmeriVision will make every effort to reserve "vanity" 800 numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (i.e. "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

### **2.18 Promotional Offerings**

**2.18.1** The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this Pricing Guide for the same services.

**2.18.2** The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

**2.18.3** Special offerings will not exceed a period of ninety (90) days.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.19 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.19.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
- (D) Any other information required by state or federal regulatory agencies or law.

**2.20.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**2.20.3** AmeriVision shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if AmeriVision reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Operator Consumer Services Improvement Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.20 Responsibilities of the Subscriber**

- 2.20.1** The Subscriber is responsible for placing any necessary orders, for complying with Pricing Guide regulations, and for ensuring that Authorized Users comply with Pricing Guide regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.20.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by AmeriVision on the Subscriber's behalf.
- 2.20.3** If required for the provision of AmeriVision's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to AmeriVision.
- 2.20.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and AmeriVision when required for AmeriVision personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of AmeriVision's Services.
- 2.20.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with AmeriVision's facilities or services, that the signals emitted into AmeriVision's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.20 Responsibilities of the Subscriber, (Cont'd.)**

- 2.20.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to AmeriVision's equipment, personnel, or the quality of Service to other Subscribers or Customers, AmeriVision may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, AmeriVision may, upon written notification, terminate the Subscriber's service.
- 2.20.7** The Subscriber must pay AmeriVision for replacement or repair of damage to the equipment or facilities of AmeriVision caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.20.8** The Subscriber must pay for the loss through theft or fire of any of AmeriVision's equipment installed at Subscriber's premises.

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## **SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

### **2.21 Responsibilities of Authorized Users**

- 2.21.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this Pricing Guide as well as all rules and regulations of the state utility commission and the FCC.
- 2.21.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.21.3** The Authorized User is responsible for providing AmeriVision with a valid method of billing for each call. AmeriVision reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or AmeriVision may refuse to place the call.

### **2.22 Other**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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### **SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES**

#### **3.1 General**

AmeriVision Communications, Inc. 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.

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### **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 tariff.
- 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.

	<b>Initial Minute</b>	<b>Ea. Addl. Minute</b>
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)

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

**3.5 Affinity4 4.9¢ Advantage Plan, (Cont'd.)**

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**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)

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

**3.6 Affinity4 2.9¢ Advantage Plan, (Cont'd.)**

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**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)

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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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**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)

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

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

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

**3.9 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.

**3.9.1 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)

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

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

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

**3.10 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.

**3.10.1 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)

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

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

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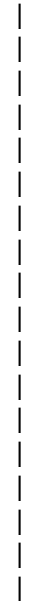
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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.11 [Reserved for Future Use]**

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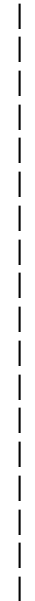
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**SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.11 [Reserved for Future Use]**

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

**3.12 [Reserved for Future Use]**

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

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

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## **SECTION 4.0 - MISCELLANEOUS**

### **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 \$20.00 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 Wyoming 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	\$1.40
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### **4.4 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.

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## **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.

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## **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 tariff. Contract Services are subject to the Wyoming Public Service 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.

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**SECTION 7.0 - GRANDFATHERED SERVICES**

**7.1 Message Toll Service (MTS)**

Mileage	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Add. Minute	Initial Minute	Add. Minute	Initial Minute	Add. Minute
0-10	\$0.2078	\$0.1100	\$0.1500	\$0.0800	\$0.1400	\$0.0700
11-22	\$0.2922	\$0.1800	\$0.1998	\$0.1300	\$0.1928	\$0.1100
23-55	\$0.4149	\$0.2612	\$0.2877	\$0.1900	\$0.2517	\$0.1700
56-124	\$0.4532	\$0.2996	\$0.3120	\$0.2056	\$0.2750	\$0.1818
125-292	\$0.4839	\$0.3457	\$0.3321	\$0.2328	\$0.2937	\$0.2098
292+	\$0.4916	\$0.3610	\$0.3434	\$0.2479	\$0.2984	\$0.2191

**7.2 Combined Outbound/800 Service**

Rate Plan A is available to commercial and business accounts and provides both outbound service and in-bound "800" service. Rates vary by time of day and are billed in six (6) second increments after an initial eighteen (18) second minimum. A discount is given to prompt pay customers who pay their account within thirty days of the date of the invoice.

Time of Day	Day		Evening		Night/Weekend	
	Initial 18 seconds	Each Add'l 6 seconds	Initial 18 seconds	Each Add'l 6 seconds	Initial 18 seconds	Each Add'l 6 seconds
Standard	\$0.0900	\$0.0300	\$0.0900	\$0.0300	\$0.0900	\$0.0300
Discount	\$0.0700	\$0.0230	\$0.0700	\$0.0230	\$0.0700	\$0.0230

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

**7.3 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	\$0.0800	\$0.0160	\$19.95

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

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

**7.4 AmeriVision Complete Connections**

AmeriVision Complete Connections plan is designed 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 - Per Minute Rate**

<b>All Times of Day</b>	<b>Intrastate</b>	<b>IntraLATA</b>
All Mileage Bands	\$0.1600	\$0.1600

**Company Billed - Per Minute Rate**

<b>All Times of Day</b>	<b>Intrastate</b>	<b>IntraLATA</b>
All Mileage Bands	\$0.1600	\$0.1600

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

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

**7.5 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.

	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT/WEEKEND</b>	
	<b>Initial Minute</b>	<b>Each Add'l. Minute</b>	<b>Initial Minute</b>	<b>Each Add'l. Minute</b>	<b>Initial Minute</b>	<b>Each Add'l. Minute</b>
All Mileage Bands	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100	\$0.2100

\* - Grandfathered to existing AmeriVision Customers effective 08/16/02.

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

**7.6 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**

<b>InterLATA</b>	<b>All Times of Day</b>
	<b>Per Minute Rate</b>
All Mileage Bands	\$0.1600

**Company Billed**

<b>InterLATA</b>	<b>All Times of Day</b>
	<b>Per Minute Rate</b>
All Mileage Bands	\$0.1600

\* - Grandfathered to existing AmeriVision Customers effective 08/16/02.

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

**7.7 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**

	<b>InterLATA</b>	<b>IntraLATA</b>
	<b>All Times of Day</b>	
	<b>Per Minute Rate</b>	<b>Per Minute Rate</b>
All Mileage Bands	\$0.1600	\$01600

**Company Billed**

	<b>InterLATA</b>	<b>IntraLATA</b>
	<b>All Times of Day</b>	
	<b>Per Minute Rate</b>	<b>Per Minute Rate</b>
All Mileage Bands	\$0.1600	\$01600

\* - Grandfathered to existing AmeriVision Customers effective 08/16/02.

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

**7.8 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**

	<b>IntraState</b>	<b>IntraLATA</b>
<b>All Mileage Bands</b>	<b>Per Minute Rate</b>	<b>Per Minute Rate</b>
Everyday	\$0.1600	\$0.1600

**Company Billed - All Times of Day**

	<b>IntraState</b>	<b>IntraLATA</b>
<b>All Mileage Bands</b>	<b>Per Minute Rate</b>	<b>Per Minute Rate</b>
Everyday	\$0.1600	\$0.1600

\* - Grandfathered to existing AmeriVision Customers effective 08/16/02.

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

**7.9 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**

	<b>IntraState</b>
<b>All Times of Day</b>	<b>Per Minute Rate</b>
All Mileage Bands	\$0.1600

**Company Billed**

	<b>IntraState</b>
<b>All Times of Day</b>	<b>Per Minute Rate</b>
All Mileage Bands	\$0.1600

\* - Grandfathered to existing AmeriVision Customers effective 08/16/02.

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

**7.10 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:**

	<b>InterLATA</b>	<b>IntraLATA</b>	
<b>All Times of Day</b>	<b>Per Minute Rate</b>	<b>Per Minute</b>	<b>Minimum Usage</b>
All Mileage Bands	\$0.1600	\$0.1600	\$29.95

\* - Grandfathered to existing AmeriVision Customers effective 08/16/02.

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

**7.11 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:**

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

\* - Grandfathered to existing AmeriVision Customers effective 08/16/02.

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

**7.12 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.

**7.12.1 Rates and Charges**

	DAY		EVENING		NIGHT/WEEKEND	
	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute	Initial Minute	Each Additional Minute
Mileage Bands						
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) Minimum Monthly Usage Charge**

Minimum Monthly Usage Charge	N/A
------------------------------	-----

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

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

**7.13 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.

**7.13.1 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

**(A) Calling Card Charges**

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

**(B) Minimum Monthly Usage Charge**

Minimum Monthly Usage Charge \$3.95

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

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

**7.14 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.

**7.14.1 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

**(A) Calling Card Charges**

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

**7.14.2 Toll Free Service Options**

Toll Free Charge:	
Initial One (1) Minute	\$0.1600
Each Additional One (1) Minute	\$0.1600
Toll Free Numbers	
Initial Toll Free Number	\$0.00
Each Additional Toll Free Number	\$1.00

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

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

**7.15 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.

**7.15.1 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

**(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

**7.15.2 Toll Free Service Options**

Toll Free Charge:  
 Initial One (1) Minute \$0.1600  
 Each Additional One (1) Minute \$0.1600  
 Toll Free Numbers  
 Initial Toll Free Number \$0.00  
 Each Additional Toll Free Number \$1.00

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

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

### **7.16 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:

<b>Card Type 1:</b>	\$0.30 per minute
<b>Card Type 2:</b>	\$0.35 per minute
<b>Card Type 3:</b>	\$0.20 per minute

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

**7.17 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.

**7.17.1 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

**(A) Calling Card Charges**

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

**(B) Minimum Monthly Usage Charge** \$9.99

**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: \$0.1400

(M)

\* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Pages 32-33.

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

**7.18 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.

**7.18.1 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

**(A) Calling Card Charges:**

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

**(B) Minimum Monthly Usage Charge** \$19.99

**7.18.2 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: \$0.1400

(M)

\* - Grandfathered to existing Customers at existing locations.

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

**7.19 Affinity 4 4.9¢ Savings Plan\*, (Cont'd.)**

(M)

**7.19.2 Bonus Add On Plan**

Customers enrolled in Affinity 4 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

**7.19.3 Toll Free Add On Plan**

Customers enrolled in Affinity 4 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

(M)

\* - Grandfathered to existing Customers at existing locations.

Material that appears on this Page originally appeared on Page 37.



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

**7.20 Affinity 4 9.9¢ Value Plan\*, (Cont'd.)**

(M)

**7.20.2 Bonus Add On Plan**

Customers enrolled in Affinity 4 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

**7.20.3 Toll Free Add On Plan**

Customers enrolled in Affinity 4 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

(M)

\* - Grandfathered to existing Customers at existing locations.

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

**7.21 Affinity 4 2.9¢ Savings Plan VIP\*, (Cont'd.)**

(M)

**7.21.2 Intrastate Bonus Add On Plan**

Customers enrolled in Affinity 4 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	\$0.0690	\$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

**7.21.3 Toll Free Add On Plan**

Customers enrolled in Affinity 4 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	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600	\$0.1600

(M)

\* - Grandfathered to existing Customers at existing locations.

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

**7.22 Affinity 4 3.9¢ Corporate Savings Plan VIP\***

(M)

Affinity 4 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.

**7.22.1 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 Minutes
All	\$0.0800	\$0.0160	\$0.0800	\$0.0160	\$0.0800	\$0.0160

**(A) Calling Card Charges**

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

**(B) Minimum Monthly Usage Charge**

\$30.00

**7.22.2 Intrastate Bonus Add On Plan**

Customers enrolled in Affinity 4 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

(M)

\* - Grandfathered to existing Customers at existing locations.

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

**7.23 Affinity 4 4.9¢ Corporate Savings Plan VIP\***

(M)

Affinity 4 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.

**7.23.1 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	\$0.0800	\$0.0160	\$0.0800	\$0.0160	\$0.0800	\$0.0160

**(A) Calling Card Charges**

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

**(B) Minimum Monthly Usage Charge** \$10.00

**7.23.2 Intrastate Bonus Add On Plan**

Customers enrolled in Affinity 4 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

(M)

\* - Grandfathered to existing Customers at existing locations.

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

### 7.24 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.

#### 7.24.1 Rates and Charges

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

#### 7.24.2 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.

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

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

**(M)**

**7.24.2 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 47.*