

OPERATOR ASSISTED SERVICES

TARIFF OF

AmeriVision Communications, Inc.
d/b/a LifeLine Communications

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This tariff, filed with the Indiana Utility Regulatory Commission contains the rates, terms and conditions applicable to the operator assisted resold telecommunication services provided by AmeriVision Communications, Inc. d/b/a LifeLine Communications within the State of Indiana.

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Issued: February 14, 2000

Effective: March 15, 2000

Issued by:

Mr. Stephen D. Halliday, President
5900 Mosteller Drive, Suite 1850
Oklahoma City, OK 73112

INo0001

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.

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* - indicates those pages includes with this filing

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SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. 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. Sheet 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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine 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.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets - When a tariff filing is made with the I.U.R.C., an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, 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.)

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate operator assisted resale common carrier communications by AmeriVision Communications, Inc. d/b/a LifeLine Communications within the State of Indiana.

(T)

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

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.

Billed Party - The person or entity responsible for payment of the Company's Service(s): In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

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.

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

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

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.

Company - Refers to AmeriVision, unless clearly indicated by text.

Credit Card Call - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a credit commercial card, such as Visa or MasterCard,

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 tariff.

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.

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

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

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 Indiana.

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.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company's operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion, or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated; or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

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.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

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.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the Louisiana Public Service Commission to be providing operator services.

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.

Sent Paid Coin - Sent paid coin rates apply to calls placed from pay telephone stations and paid for by depositing coins at the pay telephone and are rated in real time. A call of this type requires AmeriVision to communicate and collect the charges from the originating location.

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

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.

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of AmeriVision

AmeriVision undertakes to provide telecommunications service in accordance with the terms and conditions set forth in this tariff. AmeriVision's services and facilities are furnished for operator assisted communications originating at specified points within the state of Indiana under terms of this tariff.

AmeriVision installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. AmeriVision may act as an agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Subscriber or Customer, to allow connection of a location to the AmeriVision service.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven days per week.

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 and subject to the provisions of this tariff.
- 2.2.2** AmeriVision reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer or Subscriber is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** All facilities provided under this tariff are directly or indirectly controlled by AmeriVision and neither the Customer nor Subscriber 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 tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.5** The Company does not offer to process local emergency calls, "911" or "0-" calls. In the event that an emergency call is processed for any reason, no charges will apply if placed to recognizable, authorized civil authorities.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.3 Use

- 2.3.1** The Company's service may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of service. All such usage shall be subject to the provisions of this tariff and the applicable rules, regulations and policies of the Louisiana Public Service Commission. Customer and Authorized User are prohibited from and by their acceptance or use of Service agree not to use the Services furnished by the Company for any unlawful purpose or for any purpose prohibited under the provisions of any regulatory order.
- 2.3.2** The use of the Company's service to make calls that might reasonably be expected to frighten, abuse, torment, or harasses another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.3.3** The use of the Company's service without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited, and service may be discontinued on the tenth (10th) day with prior written notice for such misuse.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Liabilities of the 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 tariff. This tariff 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 tariff, 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.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.4 Liabilities of the 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 of 3.6.2 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.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.5 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-provided terminal equipment or communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer or Subscriber, except as otherwise provided. The Customer or Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Deposits and Advance Payments

The Company does not collect deposits. For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The service agreement does not alter rates specified in this tariff.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Payment and Credit Regulations

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 third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by AmeriVision or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Payment and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service, (Cont'd.)

- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, AmeriVision will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to AmeriVision for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in SECTION 4.0.8 herein.
- (D) 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.
- (E) 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 tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Payment and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service, (Cont'd.)

- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) 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.
- (L) 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 - RULES AND REGULATIONS, (Cont'd.)

2.8 Payment and Credit Regulations, (Cont'd.)

2.8.3 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 Indiana Utilities Regulatory Commission.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Payment and Credit Regulations, (Cont'd.)

2.8.4 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:

- (A) 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;
- (B) Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff 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

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Payment and Credit Regulations, (Cont'd.)

2.8.4 Denial of Access to Service by the Company, (Cont'd.)

- (C) 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
- (D) Failure to pay a previously owed bill by the same Customer at another location.
- (E) For unauthorized or fraudulent use of service.
- (F) For use of service in such a manner as to adversely affect the Company's equipment or the Company's service to others.

2.8.5 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 2.0.8.4, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

2.8.6 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.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.8 Payment and Credit Regulations, (Cont'd.)

2.8.7 Discontinuation of Service

The Customer's service shall automatically discontinue upon discontinuation of the Customer's subscription to the Company's service.

2.8.8 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 tariff 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.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.9 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four (24) consecutive hours.

2.10 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.11 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or the Subscriber, or to the failure of channels, equipment or communications systems provided by the Subscriber, are subject to the general liability provisions set forth in SECTION 2.0.4 herein. It shall be the obligation of the Subscriber or Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Subscriber or Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Subscriber or Customer and connected to Company's terminal.

2.12 Credit Validation

AmeriVision reserves the right to validate the credit worthiness of Customers or End Users. When a requested billing method cannot be validated, the Customer or End User may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

2.13 Compliance with Operator Service Requirements

AmeriVision will comply with the Commission's requirements for operator services providers as specified in Cause No. 38812.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.14 Responsibilities of the Subscriber

- 2.14.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff 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.
- 2.14.2** 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.
- 2.14.3** 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.
- 2.14.4** 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.
- 2.14.5** 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.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.14 Responsibilities of the Subscriber, (Cont'd.)

- 2.14.6** 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.
- 2.14.7** 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.
- 2.14.8** The Subscriber must pay for the loss through theft or fire of any of AmeriVision's equipment installed at Subscriber's premises.

SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)

2.15 Responsibilities of Authorized Users

- 2.15.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the Louisiana Public Service Commission and the FCC.
- 2.15.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.15.3** 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.

SECTION 3.0 - DESCRIPTION OF SERVICE AND RATES

3.1 General

AmeriVision Communications, Inc. offers operator services to its customers. 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 Indiana Utility Regulatory Commission and the Federal Communications Commission.

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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 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.

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

3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THU R	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

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

3.3 Time of Day Rate Periods, (Cont'd.)

3.3.1 Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

3.3.2 The time when connection is established is determined in accordance with the time - standard or daylight savings - legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**	(T)
Memorial Day	*	(T)
Labor Day	*	(T)
Thanksgiving Day	*	(T)
Christmas Day	**	(T)

* = Applies to Federally recognized days only.
** = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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

3.4 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 BellCore (Bell Communications Research), 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 serving wire centers. Obtain the difference between the "H" coordinates.

Step 3: Square the differences obtained in Step 2.

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

Step 5: Divide the sum of the 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:

Install Equation Editor and double-
click here to view equation.

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

3.5 AmeriVision Operator Services

The Company provides operator assisted services to Customers who desire specialized billing or call placement. The Company's operator services are accessible on a twenty-four (24) hour a day, seven (7) days a week basis.

The use of the Company's Operator Service allows the Customer to select from special call handling or billing arrangements. Rates vary based on call type (i.e., calling card, collect, third party billed, station-to-station or person-to-person). A per call service charge applies in addition to usage charges.

3.5.1 InterLATA Rates

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute
0-16	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
17-30	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
31-55	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
56-100	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000
101-999	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000	\$0.5000

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

3.5 AmeriVision Operator Services, (Cont'd.)

3.5.2 IntraLATA Rates

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute	1st Minute	Each Add'l Minute
Residence Operator Assisted						
0-999	\$0.1800	\$0.1800	\$0.1400	\$0.1400	\$0.1000	\$0.1000
Business Operator Assisted						
0-16	\$0.1800	\$0.1700	\$0.1500	\$0.1200	\$0.1500	\$0.1200
17-30	\$0.2400	\$0.2300	\$0.1900	\$0.1700	\$0.1900	\$0.1700
31-55	\$0.2400	\$0.2300	\$0.1900	\$0.1700	\$0.1900	\$0.1700
56-999	\$0.2400	\$0.2300	\$0.2000	\$0.1800	\$0.2000	\$0.1800

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

3.5 AmeriVision Operator Services, (Cont'd.)

3.5.3 InterLATA Per Call Service Charges

	<u>Billed To LEC</u>	<u>Billed To Credit Card</u>
Customer Dialed Calling Card Station		
Automated	\$1.75	\$1.75
Operator Assisted	\$2.45	\$2.45
Operator Must Assist	\$1.75	\$1.75
 Operator Dialed Calling Card Station	 \$2.45	 \$2.45
 Operator Station*	 <u>Automated</u>	 <u>Operator Must Assist</u>
Collect	\$2.95	4.50
Billed to Third Party	\$2.95	4.50
Sent Paid, Coin	\$2.95	4.50
Sent Paid, Non-Coin	\$1.90	1.90
 Person to Person*	 \$6.75	
 Pay Phone Surcharge	 \$0.30	

* - Includes Real Time Rated Calls

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

3.5 AmeriVision Operator Services, (Cont'd.)

3.5.4 IntraLATA Per Call Service Charges

Customer Dialed Calling Card Station	\$0.75
Operator Assisted	\$1.88
Operator Station	
Collect	\$2.10
Billed to Third Party	\$2.20
Sent Paid, Coin	\$1.05
Person to Person	\$4.50

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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 \$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 tariff and pursuant to Indiana 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 \$0.60

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 Alabama 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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