



June 13, 2008  
Via Efile

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Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13<sup>th</sup> Floor  
Columbus, Ohio 43215-3793

RE: Tariff Revision for **AmeriVision Communications, Inc.**  
**Case No. 08-719-TP-ATA**

Dear Ms. Jenkins:

Enclosed for filing please find the original copy of the detariffing package submitted on behalf of AmeriVision Communications, Inc. The Company respectfully requests an effective date of July 1, 2008.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Any questions you may have regarding this filing may be directed to me at (407) 740-3001 or via email to [tforte@tminc.com](mailto:tforte@tminc.com). Thank you for your assistance in this matter.

Sincerely,

Thomas M. Forte  
Consultant to AmeriVision Communications, Inc.

TMF/rg

cc: L. Woodley - AmeriVision  
file: AmeriVision - OH  
tms: OHo0801

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of ) TRF Docket 90 - TP - TRF  
AmeriVision Communications, Inc. d/b/a LifeLine ) Case No. 08 - 719 TP - ATA  
Communications d/b/a Affinity 4  
To Detariff Certain Tier 2 Services and make other changes ) NOTE: Unless you have reserved a Case No. leave the "Case No"  
related to the Implementation of Case No. 06-1345-TP-ORD ) fields BLANK

Name of Registrant(s) AmeriVision Communications, Inc.  
DBA(s) of Registrant(s) d/b/a Affinity 4  
Address of Registrant(s) 999 Waterside Drive, Suite 1910, Norfolk, Virginia 23510  
Company Web Address www.affinity4.com  
Regulatory Contact Person(s) Loni Woodley Phone 757-965-4036 Fax \_\_\_\_\_  
Regulatory Contact Person's Email Address lwoodley@affinity4.com  
Contact Person for Annual Report Loni Woodley Phone 757-965-4036 Fax \_\_\_\_\_  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information Bobby Setser Phone \_\_\_\_\_  
Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B), including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

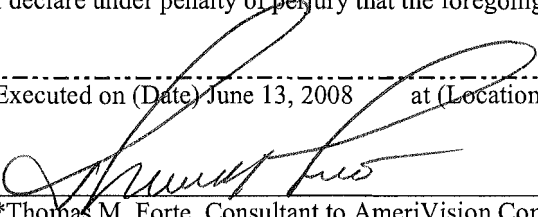
**AFFIDAVIT**

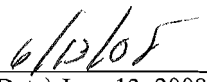
***Compliance with Commission Rules and Service Standards***

I Thomas M. Forte am an officer/agent of the applicant corporation, AmeriVision Communications, Inc. d/b/a Affinity4, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) June 13, 2008 at (Location) 2600 Maitland Center Parkway, Suite 300, Maitland, Florida 32751

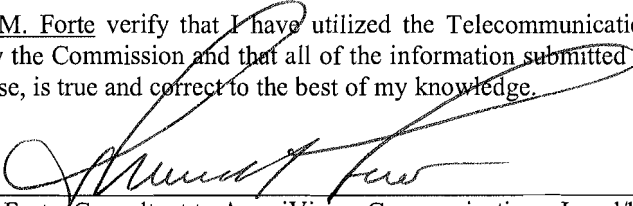
  
\*Thomas M. Forte, Consultant to AmeriVision Communications, Inc. d/b/a Affinity 4

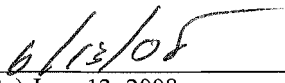
  
(Date) June 13, 2008

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

**VERIFICATION**

I, Thomas M. Forte verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

  
Thomas M. Forte, Consultant to AmeriVision Communications, Inc. d/b/a Affinity 4

  
(Date) June 13, 2008

\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

AMERIVISION COMMUNICATIONS, INC. D/B/A AFFINITY 4

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

**AMERIVISION COMMUNICATIONS, INC.**

**d/b/a**

**LifeLine Communications**

**d/b/a**

**Affinity 4**

**INTEREXCHANGE RESALE SERVICES**  
**TELECOMMUNICATIONS SERVICES**

**90 - 6217 - CT - TRF**

This tariff applies to the Interexchange Resale Telecommunications Services Telecommunications Services furnished by AmeriVision Communications, Inc. d/b/a LifeLine Communications d/b/a Affinity 4 within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at the Company's principal place of business.

<b>Competitive Services</b>	<b>Page</b>	<b>Competitive Services</b>	<b>Page</b>	
AmeriVision Operator Services	31	AmeriVision Travel Card	47	
AmeriVision Debit Card Service	32	AmeriVision LifeLine Freedom	48	
[Reserved for Future Use]	33	AmeriVision Residential LifeLine Connections	49	(T)
[Reserved for Future Use]	34	LifeLine Service	50	
[Reserved for Future Use]	35	Travel Card Service	51	
[Reserved for Future Use]	37	AmeriVision LifeLine Sunday Connections	52	(T)
AmeriVision Smart 175 Service	39	AmeriVision Freedom Plan	53	
AmeriVision Smart 400 Service	41	Frequent Connections	54	
AmeriVision Business LifeLine Connections	43	Toll Free Connections	55	
AmeriVision Complete Connections	44	Affinity 4/LifeLine 4.9¢ Savings Plan	55.1	(N)
AmeriVision Outbound Long Distance	45	Affinity 4/LifeLine 4.9¢ Value Plan	55.3	(N)
AmeriVision Toll Free Inbound Service	46			

Issued: June 9, 2005

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: June 10, 2005

### 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	1 <sup>st</sup> Rev.		26	Original		51	Original
2	5 <sup>th</sup> Rev.	*	27	Original		52	1 <sup>st</sup> Rev. *
3	1 <sup>st</sup> Rev.		28	Original		53	1 <sup>st</sup> Rev. *
4	Original		29	Original		54	1 <sup>st</sup> Rev. *
5	Original		30	Original		55	Original
6	Original		31	Original		55.1	1 <sup>st</sup> Rev. *
7	Original		32	Original		55.2	1 <sup>st</sup> Rev. *
8	Original		33	1 <sup>st</sup> Rev.		55.3	3 <sup>rd</sup> Rev. *
9	Original		34	1 <sup>st</sup> Rev.		55.4	1 <sup>st</sup> Rev. *
10	Original		35	1 <sup>st</sup> Rev.		55.5	1 <sup>st</sup> Rev. *
11	Original		36	1 <sup>st</sup> Rev.		55.6	1 <sup>st</sup> Rev. *
12	Original		37	1 <sup>st</sup> Rev.		55.7	1 <sup>st</sup> Rev. *
13	Original		38	1 <sup>st</sup> Rev.		55.8	1 <sup>st</sup> Rev. *
14	Original		39	1 <sup>st</sup> Rev.	*	55.9	1 <sup>st</sup> Rev. *
15	Original		40	1 <sup>st</sup> Rev.	*	55.10	1 <sup>st</sup> Rev. *
16	Original		41	1 <sup>st</sup> Rev.	*	55.11	Original
17	1 <sup>st</sup> Rev.		42	1 <sup>st</sup> Rev.	*	55.12	Original
18	Original		43	1 <sup>st</sup> Rev.	*	56	2 <sup>nd</sup> Rev.
19	Original		44	1 <sup>st</sup> Rev.	*	57	Original
20	Original		45	Original		58	Original
21	Original		46	Original		59	Original
22	Original		47	Original		60	2 <sup>nd</sup> Rev.
23	Original		48	1 <sup>st</sup> Rev.	*	61	1 <sup>st</sup> Rev. *
24	Original		49	Original		62	3 <sup>rd</sup> Rev. *
25	Original		50	Original		63	1 <sup>st</sup> Rev. *
						64	1 <sup>st</sup> Rev. *
						65	1 <sup>st</sup> Rev. *

\* - indicates those pages included with this filing

Issued: March 1, 2007

Effective: March 2, 2007

Issued by: Director, Regulatory Affairs  
201 NW 63<sup>rd</sup> Street, Suite 315  
Oklahoma City, Oklahoma 73116

OHO0701

Case No.: 07-\_\_\_\_-TP-ZTA

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Issued: June 9, 2005

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: June 10, 2005

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**APPLICATION OF TARIFF**

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

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Issued: May 2, 2005

Effective: May 3, 2005

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

CASE NO. 05-\_\_\_\_-TP-ACE

OHo0503



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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 Tariff 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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CASE NO. 05-\_\_\_\_-TP-ACE

OHo0503

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**TARIFF 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 tariff. 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 PUCO. 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 Sheet** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changes to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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By:

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One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: May 3, 2005

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## SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Certain terms used generally throughout this tariff, 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.

**AmeriVision** - refers to AmeriVision Communications, Inc. d/b/a LifeLine Communications 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 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.

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CASE NO. 05-\_\_\_\_-TP-ACE

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**SECTION 1 - 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, the person or entity responsible for payment is the Customer of record of the Travel Card used.

**Calling Card Call** - A Direct Dialed 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 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.

**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 - 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 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 Ohio.

**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 - 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.

**PUCO** - refers to the Public Utilities Commission of Ohio

**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.

**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, makes 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.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Ohio, 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 tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff 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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Oklahoma City, OK 73116

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**SECTION 2 - 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 tariff.
- 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 tariff, 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 tariff 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.
- 2.2.5 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.

**2.3 Use**

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

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Oklahoma City, OK 73116

Effective: May 3, 2005



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**SECTION 2 - 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 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.

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Oklahoma City, OK 73116

Effective: May 3, 2005

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**SECTION 2 - 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 of 2.4.2 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.

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**SECTION 2 - 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.. Should the Company decide to require a deposit, they will do so in accordance with Sections 4901:1-17 and 4901:1-5-13 of the Ohio Administrative Code.

**2.6 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 3 of this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Payment for Service**

**2.7.1 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..

**2.7.2 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.
- (C) 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.
- (D) 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.
- (E) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Payment for Service, (Cont'd.)**

**2.7.2 Payment for Service, (cont'd.)**

- (F) Bills are "Due Upon Receipt" and considered delinquent fifteen (15) days after postmark date if unpaid in accordance with the OAC 4901:1-05-15 MTSS.
- (G) 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
- (H) Except as provided in Section (H) hereinbelow, Customers will be billed on a monthly basis. However, the Company may, upon Customer notification, adjust a Customer's billing date to coincide with current billing cycles of the Company.
- (I) 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 \$3.00. 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 \$3.00 in amount, but in no case less than once per quarter.
- (J) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company in accordance with the OAC 4901:1-05-15 MTSS.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Payment for Service, (Cont'd.)**

**2.7.2 Payment for Service, (cont'd.)**

- (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.

**2.8 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 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.

**2.10 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 Public Utilities Commission of Ohio.

**2.11 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 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:

- 2.12.1** 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 in accordance with the OAC 4901:1-05 MTSS.
- 2.12.2** 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
- 2.12.3** 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
- 2.12.4** Failure to pay a previously owed bill by the same Customer at another location.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 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 above, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.14 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 reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.15 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 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 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 consecutive hours.

**2.17 Reservation of Toll Free Numbers**

AmeriVision will make every effort to reserve "vanity" toll free 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.18 Responsibilities of the Subscriber**

- 2.18.1** 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.
- 2.18.2** 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.
- 2.18.3** 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.
- 2.18.4** 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.
- 2.18.5** 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 - RULES AND REGULATIONS, (CONT'D.)**

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

- 2.18.6** 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.
- 2.18.7** 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.
- 2.18.8** 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 - RULES AND REGULATIONS, (CONT'D.)**

**2.19 Responsibilities of Authorized Users**

- 2.19.1** 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 state utility commission and the FCC.
- 2.19.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.19.3** 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.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

AmeriVision Communications, Inc. offers outbound long distance, in-bound 800 services, travel card, debit card and operator services to its customers. Rates for these services vary by product. All AmeriVision services are available 24 hours a day, seven days a week.

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

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**SECTION 3 - 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 - 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	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD					EVE	
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

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**SECTION 3 - 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.

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**SECTION 3 - 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 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 - 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 Rates**

<b>Mileage Band</b>	<b>1<sup>st</sup> Minute</b>	<b>Each Additional Minute</b>
0-10	\$0.2446	\$0.2159
11-22	\$0.2590	\$0.2446
23-55	\$0.2735	\$0.2590
56-124	\$0.3023	\$0.2878
125-292	\$0.3308	\$0.3165
293 +	\$0.3454	\$0.3310

**3.5.2 Operator Surcharges:**

Operator Station (customer dialed O+)	\$1.70
Operator Station (operator dialed O-)	\$2.50
Person-to-Person (billed to calling card)	\$4.80
Person-to-Person (customer dialed O+)	\$4.80
Person-to-Person (Operator dialed O-)	\$4.80

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.6 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 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.7 [Reserved for Future Use]**

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*Material that originally appeared on this Sheet now appears on Sheet 60.*

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.8 [Reserved for Future Use]**

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.9 {Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.10** [Reserved for Future Use]

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.11 AmeriVision Smart 175 Service**

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

**3.11.1 Rates and Charges**

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
All	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

(I)

**(A) Calling Card Charges:**

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

**(B) Minimum Monthly Usage Charge:**

Minimum Monthly Usage Charge	\$9.99
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.11 AmeriVision Smart 175 Service, (Cont'd.)**

**3.11.2 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 Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
All	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690

(R)

Bonus Connections Monthly Charge: \$2.95  
Toll Free Connections Monthly Charge: \$1.00  
Toll Free Per Minute Charge: \$0.1000

(I)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.12 AmeriVision Smart 400 Service**

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

**3.12.1 Rates and Charges**

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
All	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

(I)

**(A) Calling Card Charges:**

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

**(B) Minimum Monthly Usage Charge:**

Minimum Monthly Usage Charge	\$19.99
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.12 AmeriVision Smart 400 Service, (Cont'd.)**

**3.12.2 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 Add'l Minute	Initial Minute	Each Add'l Minute	Initial Minute	Each Add'l Minute
All	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690	\$0.0690

(R)

Bonus Connections Monthly Charge: \$2.00  
Toll Free Connections Monthly Charge: \$1.00  
Toll Free Per Minute Charge: \$0.1000

(I)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.13 AmeriVision Business LifeLine Connections**

AmeriVision Business LifeLine 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 fees. 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	\$0.0700	\$0.0140	\$19.95

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.14 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**

All Times of Day	IntraState	IntraLATA	Monthly Fee
All Mileage Bands	\$0.1400	\$0.1400	\$6.95

(I)

**Company Billed - Per Minute Rate**

All Times of Day	IntraState	IntraLATA	Monthly Fee
All Mileage Bands	\$0.1400	\$0.1400	\$6.95

(I)

**Credit Card Billed - Per Minute Rate**

All Times of Day	IntraState	IntraLATA	Monthly Fee
All Mileage Bands	\$0.1400	\$0.1400	\$5.95

(I)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.15 AmeriVision Outbound Long Distance**

AmeriVision 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. Calls are billed based on time of day, day of week, duration, call type and billing method.

<b>Mileage Band</b>	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT/WEEKEND</b>	
	<b>First Minute</b>	<b>Each Additional Minute</b>	<b>First Minute</b>	<b>Each Additional Minute</b>	<b>First Minute</b>	<b>Each Additional Minute</b>
All	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.16 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>Mileage Band</b>	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT/WEEKEND</b>	
	<b>First Minute</b>	<b>Each Additional Minute</b>	<b>First Minute</b>	<b>Each Additional Minute</b>	<b>First Minute</b>	<b>Each Additional Minute</b>
All	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200	\$0.1200

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.17 AmeriVision Travel Card**

Travel Service provides facilities to complete Intrastate calls between two points when the Customer is away from his or her premises. The Customer will be assigned unique travel authorization code(s) that authorize the use of Travel service by that Customer.

<b>Mileage Band</b>	<b>DAY</b>		<b>EVENING</b>		<b>NIGHT/WEEKEND</b>	
	<b>First Minute</b>	<b>Each Additional Minute</b>	<b>First Minute</b>	<b>Each Additional Minute</b>	<b>First Minute</b>	<b>Each Additional Minute</b>
All	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500

Per Call Surcharge

\$0.25

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.18 AmeriVision LifeLine Freedom**

AmeriVision LifeLine 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>IntraLATA</b>
All Times of Day	Per Minute Rate	Per Minute Rate
All Mileage Bands	\$0.1490	\$0.1490

(R,I)

**Company Billed**

	<b>InterLATA</b>	<b>IntraLATA</b>
All Times of Day	Per Minute Rate	Per Minute Rate
All Mileage Bands	\$0.1490	\$0.1490

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.19 AmeriVision Residential LifeLine Connections**

AmeriVision Residential LifeLine Connections plan is designed for Residential Customers and is either billed through the LEC, billed by the Company directly, or billed through a credit card. Calls are measured and billed in one minute increments with a one minute minimum call duration. Calls may be originated by dialing 1+ the interLATA toll number 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**

	InterLATA	IntraLATA	Monthly Fee
	All Times of Day		
	Per Minute Rate	Per Minute Rate	
All Mileage Bands	\$0.1400	\$0.1400	\$3.95

**Company Billed**

	InterLATA	IntraLATA	Monthly Fee
	All Times of Day		
	Per Minute Rate	Per Minute Rate	
All Mileage Bands	\$0.1400	\$0.1400	\$3.95

**Credit Card Billed**

	InterLATA	IntraLATA	Monthly Fee
	All Times of Day		
	Per Minute Rate	Per Minute Rate	
All Mileage Bands	\$0.1400	\$0.1400	\$3.95

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.20 LifeLine Service**

Intrastate Long Distance Rate Table

Rate Mileage	DAY		EVENING		NIGHT/WEEKEND	
	First Minute	Each Add'l Minute	First Minute	Each Add'l Minute	First Minute	Each Add'l Minute
1-55	\$0.1800	\$0.1800	\$0.1350	\$0.1350	\$0.1100	\$0.1100
56-124	\$0.2000	\$0.2000	\$0.1500	\$0.1500	\$0.1200	\$0.1200
125-292	\$0.2200	\$0.2200	\$0.1650	\$0.1650	\$0.1300	\$0.1300
293-430	\$0.2300	\$0.2300	\$0.1725	\$0.1725	\$0.1375	\$0.1375

**LIFELINE SERVICE VOLUME DISCOUNTS**

Volume discounts are applied to total monthly billing for each originating Lifeline customer location as follows:

**Monthly Usage Level**

Over \$40.00

**Discount**

5%

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.21 Travel Card Service**

**3.21.1 Description**

Travel Card Service allows Customers to place calls using AmeriVision's service when they are away from their primary place of residence or business. Customers must dial an 800 access code, a customer identification code, and the destination telephone service when using the service. A per-call service charge applies in addition to the per minutes usage rates.

**3.21.2 Measured Usage Rate Table**

	<b>DAY</b>	<b>EVENING</b>	<b>NIGHT/WKND</b>
<b>Rate Mileage</b>	<b>Per Minute</b>	<b>Per Minute</b>	<b>Per Minute</b>
0-70	\$0.1812	\$0.1631	\$0.1540
71-150	\$0.2018	\$0.1816	\$0.1716
151-292	\$0.2175	\$0.1867	\$0.1763
293-430	\$0.2158	\$0.1942	\$0.1834
431-925	\$0.2208	\$0.1987	\$0.1877
926+	\$0.2370	\$0.2042	\$0.2015

Service charge per call \$0.65

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.22 AmeriVision LifeLine Sunday Connections**

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

**LEC Billed - All Times of Day**

	<b>IntraState</b>	<b>IntraLATA</b>	
All Mileage Bands	Per Minute Rate	Per Minute Rate	<b>Monthly Recurring Fee</b>
Everyday	\$0.1400	\$0.1400	\$5.95

(I)

**Company Billed**

	<b>IntraState</b>	<b>IntraLATA</b>	
All Mileage Bands	Per Minute Rate	Per Minute Rate	<b>Monthly Recurring Fee</b>
Everyday	\$0.1400	\$0.1400	\$5.95

(I)

**Credit Card Billed**

	<b>IntraState</b>	<b>IntraLATA</b>	
All Mileage Bands	Per Minute Rate	Per Minute Rate	<b>Monthly Recurring Fee</b>
Everyday	\$0.1400	\$0.1400	\$4.95

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.23 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>IntraLATA</b>
All Times of Day	Per Minute Rate	Per Minute Rate
All Mileage Bands	\$0.1490	\$0.1490

(I)

**Company Billed**

	<b>IntraState</b>	<b>IntraLATA</b>
All Times of Day	Per Minute Rate	Per Minute Rate
All Mileage Bands	\$0.1490	\$0.1490

(I)

**Credit Card Billed**

	<b>IntraState</b>	<b>IntraLATA</b>
All Times of Day	Per Minute Rate	Per Minute Rate
All Mileage Bands	\$0.1490	\$0.1490

(I)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.24 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>	
All Times of Day	Per Minute Rate	Per Minute	<b>Minimum Usage</b>
All Mileage Bands	\$0.1400	\$0.1400	\$29.95

(I)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.25 Toll Free Connections**

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

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

**Per Minute Rates:**

	All Times of Day	Monthly Recurring Fee
	Per Minute Rate	
All Mileage Bands	\$0.099	\$1.00

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.26 Affinity 4/LifeLine 4.9¢ Savings Plan**

Affinity 4/LifeLine 4.9¢ Savings Plan is a direct dialed long distance calling plan designed for residential Customers with usage of more than 500 minutes of interstate usage per month. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. There is a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan.

**3.26.1 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	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

(I)

**(A) Calling Card Charges**

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

**(B) Monthly Recurring Charge**

Monthly Recurring Charge	\$2.95
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.26 Affinity 4/LifeLine 4.9¢ Savings Plan, (Cont'd.)**

**3.26.2 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

(I)

**(A) Bonus Add On Monthly Recurring Charge**

Bonus Add On Monthly Recurring Charge \$2.95 (I)

**3.26.3 Toll Free Add On Plan**

(N)

Customers enrolled in Affinity 4/LifeLine 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	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

**(A) Toll Free Add On Monthly Recurring Charge**

Toll Free Add On Monthly Recurring Charge \$1.00

(N)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.27 Affinity 4/LifeLine 9.9¢ Value Plan**

Affinity 4/LifeLine 9.9¢ Value Plan is a direct dialed long distance calling plan designed for Customers with usage of less than 500 minutes of interstate usage per month. Calls are billed in one (1) minute increments with an initial period, for billing purposes, of one (1) minute. There is not a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan. Customers have the option of having this service billed directly by the Company or by their LEC. There is a surcharge applicable if the Customer elects to be billed by their LEC.

**3.27.1 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	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

(I)

**(A) Calling Card Charges**

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

**(B) Monthly Recurring Charge**

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

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.27 Affinity 4/LifeLine 9.9¢ Value Plan, (Cont'd.)**

**3.27.2 Bonus Add On Plan**

Customers enrolled in Affinity 4/LifeLine 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

(I)

**(A) Bonus Add On Monthly Recurring Charge**

Bonus Add On Monthly Recurring Charge \$2.95

(I)

**3.27.3 Toll Free Add On Plan**

(N)

Customers enrolled in Affinity 4/LifeLine 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	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

**(A) Toll Free Add On Monthly Recurring Charge**

Toll Free Add On Monthly Recurring Charge \$1.00

(N)

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.28 Affinity 4/LifeLine 2.9¢ Savings Plan VIP**

Affinity 4/LifeLine 2.9¢ Savings Plan VIP is a direct dialed long distance calling plan designed for residential Customers with usage of less than 500 minutes of interstate usage per month. Calls are billed in six (6) second increments with an initial period, for billing purposes, of thirty (30) seconds. There is a monthly recurring charge associated with the service. Service is only offered in conjunction with the corresponding interstate plan.

**3.28.1 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	\$0.0700	\$0.0140	\$0.0700	\$0.0140	\$0.0700	\$0.0140

(I)

**(A) Calling Card Charges**

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

**(B) Monthly Recurring Charge**

Monthly Recurring Charge	\$4.95
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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.28 Affinity 4/LifeLine 2.9¢ Savings Plan VIP, (Cont'd.)**

**3.28.2 Intrastate Bonus Add On Plan**

Customers enrolled in Affinity 4/LifeLine 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 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

(I)

**(A) Intrastate Bonus Add On Monthly Recurring Charge**

Intrastate Bonus Add On Monthly Recurring Charge \$2.95

(I)

**3.28.3 Toll Free Add On Plan**

(N)

Customers enrolled in Affinity 4/LifeLine 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	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

**(A) Toll Free Add On Monthly Recurring Charge**

Toll Free Add On Monthly Recurring Charge \$1.00

(N)

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201 NW 63<sup>rd</sup>, Suite 315  
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CASE NO. 07-\_\_-TP-ZTA

OHo0701

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.29 Affinity 4/LifeLine 3.9¢ Corporate Savings Plan VIP**

Affinity 4/LifeLine 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.

**3.29.1 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	\$0.0700	\$0.0140	\$0.0700	\$0.0140	\$0.0700	\$0.0140

(I)

**(A) Calling Card Charges**

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

**(B) Minimum Monthly Usage Charge**

(T)

Minimum Monthly Usage Charge	\$30.00
------------------------------	---------

(T)

Issued: March 1, 2007

Effective: March 2, 2007

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

CASE NO. 07-\_\_\_\_-TP-ZTA

OHo0701

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.29 Affinity 4/LifeLine 3.9¢ Corporate Savings Plan VIP, (Cont'd.)**

**3.29.2 Intrastate Bonus Add On Plan**

Customers enrolled in Affinity 4/LifeLine 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

(I)

**(A) Intrastate Bonus Add On Monthly Recurring Charge**

Intrastate Bonus Add On Monthly Recurring Charge      \$2.95      (I)

Issued: March 1, 2007

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: March 2, 2007

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.30 Affinity 4/LifeLine 4.9¢ Corporate Savings Plan VIP**

Affinity 4/LifeLine 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.

**3.30.1 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	\$0.0700	\$0.0140	\$0.0700	\$0.0140	\$0.0700	\$0.0140

(I)

**(A) Calling Card Charges**

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

**(B) Minimum Monthly Usage Charge**

Minimum Monthly Usage Charge	\$10.00
------------------------------	---------

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By:

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One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

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CASE NO. 07-\_\_\_-TP-ZTA

OHo0701

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.30 Affinity 4/LifeLine 4.9¢ Corporate Savings Plan VIP**

**3.30.2 Intrastate Bonus Add On Plan**

Customers enrolled in Affinity 4/LifeLine 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

(I)

**(A) Intrastate Bonus Add On Monthly Recurring Charge**

Intrastate Bonus Add On Monthly Recurring Charge      \$2.95

(I)

Issued: March 1, 2007

Effective: March 2, 2007

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.31 Affinity4 500 VIP**

(N)

The Affinity4 500 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 plan. This service is not offered on an intrastate only basis.

**3.31.1 Rates and Charges**

Monthly Recurring Charge:*	\$16.95
Per Minute Rate (after the initial 500 minutes)	\$0.0990

**3.31.2 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.

(N)

Issued: December 14, 2006

Effective: December 14, 2006

Issued by: Director, Regulatory Affairs  
201 NW 63<sup>rd</sup> Street, Suite 315  
Oklahoma City, Oklahoma 73116  
Case No.: 06-1455-TP-ZTA

OHo0602

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.31 Affinity4 500 VIP, (Cont'd.)**

(N)

**3.31.2 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) 500 VIP 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. The Company will notify the Customer that they no longer meet the eligibility requirements and as such will allow the Customer an opportunity to discuss options such as an alternative plan.
- (G) The monthly rate for this plan does not include applicable taxes, surcharges or fees.
- (H) This plan is not available for resale.

(N)

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Issued: December 14, 2006

Effective: December 14, 2006

Issued by: Director, Regulatory Affairs  
201 NW 63<sup>rd</sup> Street, Suite 315  
Oklahoma City, Oklahoma 73116  
Case No.: 06-1455-TP-ZTA

OHo0602

**SECTION 4 - 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 Ohio 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

InterLATA Directory Assistance	\$1.75
--------------------------------	--------

**4.4 Payphone Surcharge**

An undiscountable payphone surcharge of \$.72 shall apply to each coinless call which AmeriVision can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not 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.

**4.5 [Reserved for Future Use]**

(T)  
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|  
|  
(T)



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**SECTION 4 - MISCELLANEOUS SERVICES, (CONT'D.)**

**4.6 Special Services**

**4.6.1 Discount for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

**4.6.2 Operator Assistance for Handicapped Persons**

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

**4.6.3 Directory Assistance for Handicapped Persons**

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

**4.6.4 Discount for Telecommunications Relay Service Intrastate Toll Calls**

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

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Issued: May 2, 2005

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: May 3, 2005

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## SECTION 5 - 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. The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

### 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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Issued: May 2, 2005

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: May 3, 2005

CASE NO. 05-\_\_\_\_\_-TP-ACE

OHo0503

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## SECTION 6 - 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. 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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Issued: May 2, 2005

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By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

CASE NO. 05-\_\_\_\_-TP-ACE

OHo0503

## SECTION 7 – GRANDFATHERED SERVICES

### 7.1 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.

#### 7.1.1 Rates and Charges

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

#### (A) Calling Card Charges

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

#### (B) Minimum Monthly Usage Charge

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

#### (C) [Reserved for Future Use]

(T)  
|  
(T)

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

Issued: June 15, 2006

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: June 16, 2006

**SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)**

**7.2 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.

**7.2.1 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	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

(I)

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

Issued: March 1, 2007

Effective: March 2, 2007

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

CASE NO. 07-\_\_\_\_-TP-ZTA

OHo0701

**SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)**

**7.3 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.

**7.3.1 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	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

(I)

**(A) Calling Card Charges**

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

**(B) [Reserved for Future Use]**

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

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Effective: March 2, 2007

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

CASE NO. 07-\_\_\_\_-TP-ZTA

OHo0701

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**SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)**

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

**7.3.2 Toll Free Service Options**

Toll Free Charge:

Initial One (1) Minute	\$0.1400	(I)
------------------------	----------	-----

Each Additional One (1) Minute	\$0.1400	(I)
--------------------------------	----------	-----

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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Issued: March 1, 2007

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: March 2, 2007

**SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)**

**7.4 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.

**7.4.1 Rates and Charges**

Mileage Bands	DAY		EVENING		NIGHT/WKND	
	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds	Initial 30 Seconds	Each Additional 6 Seconds
All	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400	\$0.1400

(I)

**(A) Calling Card Charges**

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

**(B) Minimum Monthly Usage Charge**

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

Issued: March 1, 2007

Effective: March 2, 2007

By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

CASE NO. 07-\_\_\_\_-TP-ZTA

OHo0701



**SECTION 7 – GRANDFATHERED SERVICES, (CONT'D.)**

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

**7.4.2 Toll Free Service Options**

Toll Free Charge:

Initial One (1) Minute	\$0.1400	(I)
Each Additional One (1) Minute	\$0.1400	(I)

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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By:

Director of Regulatory Affairs  
One Broadway Executive Park  
201 NW 63<sup>rd</sup>, Suite 315  
Oklahoma City, OK 73116

Effective: March 2, 2007

CASE NO. 07-\_\_\_\_-TP-ZTA

OHo0701

AMERIVISION COMMUNICATIONS, INC. D/B/A AFFINITY 4

EXHIBIT B

PROPOSED REVISED TARIFF PAGES

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This Ohio Tariff No. 3 issued by AmeriVision Communications, Inc. d/b/a Affinity 4, cancels and replaces in its entirety Ohio Tariff No. 2 issued by AmeriVision Communications, Inc. d/b/a Affinity 4.

**AMERIVISION COMMUNICATIONS, INC.**

**d/b/a**

**Affinity 4**

**INTEREXCHANGE RESALE SERVICES**  
**TELECOMMUNICATIONS SERVICES**

Toll Services except Deposits, Return Check Charge and Late Payment Charges are now located in the Company's Pricing Guide at [www.affinity4.com](http://www.affinity4.com).

Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safe guards can be found in the appendix to Ohio Adm. Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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Issued: June 13, 2008

By:

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

Effective: July 1, 2008

OH0801

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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	
1	Original	*
2	Original	*
3	Original	*
4	Original	*
5	Original	*
6	Original	*
7	Original	*
8	Original	*
9	Original	*
10	Original	*
11	Original	*
12	Original	*
13	Original	*
14	Original	*
15	Original	*
16	Original	*
17	Original	*
18	Original	*
19	Original	*
20	Original	*
21	Original	*
22	Original	*
23	Original	*
24	Original	*
25	Original	*
26	Original	*
27	Original	*

\* - indicates those pages included with this  
filing

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By:

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

Effective: July 1, 2008

OH0801

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**APPLICATION OF TARIFF**

This tariff filed by the Company describes the Regulated Toll Terms, Conditions, Payments and Rates and Charges required in conformance with Competitive Retail Telephone Rules (Case No. 06-1345-TP-ORD). Services will be provided in compliance with Minimum Telephone Services Standards. The Company provides Toll regulated services which are not required in the Company's tariff on file with the Public Utilities Commission of Ohio (Rule 4901: 1-06-05(g)).

The Customer may view the Detariffed / Nonregulated Services not included in this tariff on the Company's website at:

[www.affinity4.com](http://www.affinity4.com)

Customers rights, responsibilities and safeguards can be found in the Ohio Administrative Code Appendix (Rule 4901:1-5-03).

The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company. The Company will comply with the Commission's policies and requirements for persons with communications disabilities and privacy and number disclosure requirements covered in subject cases. Any changes in terms or conditions of this tariff and/or operations of the Company will generate an obligation of the Company to provide notice of such changes in accordance with the Commission's Rules.

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Issued: June 13, 2008

By:

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

Effective: July 1, 2008

OH0801

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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 Tariff 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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**TARIFF 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 tariff. 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 PUCO. 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 Sheet** - When a tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changes to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.



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## SECTION 1 - 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.

**AmeriVision** - refers to 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 - 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, the person or entity responsible for payment is the Customer of record of the Travel Card used.

**Calling Card Call** - A Direct Dialed 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 - 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 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 Ohio.

**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 - 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.

**PUCO** -refers to the Public Utilities Commission of Ohio

**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.

**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, makes 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.

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## **SECTION 2 - RULES AND REGULATIONS**

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

Service is offered to residential and business Customers of the Company to provide direct dialed calls originating and terminating partially or wholly within the State of Ohio, 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 - 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.
- 2.2.5** 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 - 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 - 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 of 2.4.2 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.
- 2.4.8** Inclusion of early termination liability by the Company in its pricing guide or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.



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**SECTION 2 - 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.. Should the Company decide to require a deposit, they will do so in accordance with Sections 4901:1-17 and 4901:1-5-13 of the Ohio Administrative Code.

**2.6 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 3 of this Pricing Guide.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Payment for Service**

**2.7.1 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..

**2.7.2 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 or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this Pricing Guide.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Payment for Service, (Cont'd.)**

**2.7.2 Payment for Service, (cont'd.)**

- (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 (H) hereinbelow, Customers will be billed on a monthly basis. However, the Company may, upon Customer notification, adjust a Customer's billing date to coincide with current billing cycles of the Company.
- (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 in accordance with the OAC 4901:1-05-15 MTSS.
- (I) 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Payment for Service, (Cont'd.)**

**2.7.2 Payment for Service, (cont'd.)**

(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.

**2.7.3** If the customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Service Monitoring and Enforcement Department  
Public Utility Commission of Ohio  
180 East Broad Street, Tenth Floor  
Columbus, Ohio 43215-3793  
Toll Free Telephone: 800-686-7826  
TTY Toll Free Telephone: 800-686-1570  
From 8:00 AM to 5:30 PM (EST) weekdays or at [www.PUCO.ohio.gov](http://www.PUCO.ohio.gov)

Residential Customers may also contact the Ohio Consumers' Counsel for assistance with complaints and utility issues at:

Toll Free Telephone: 877-742-5622  
From 8:00 AM to 5:00 PM (EST) weekdays or at [www.pickocc.org](http://www.pickocc.org)

**2.8 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 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.9 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.

**2.10 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 Public Utilities Commission of Ohio.

**2.11 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 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:

- 2.12.1** 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 in accordance with the OAC 4901:1-05 MTSS.
- 2.12.2** 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
- 2.12.3** 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
- 2.12.4** Failure to pay a previously owed bill by the same Customer at another location.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.13 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 2.12 above, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.14 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 reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.15 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.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.16 Reservation of Toll Free Numbers**

AmeriVision will make every effort to reserve "vanity" toll free 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.

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Issued: June 13, 2008

By:

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

Effective: July 1, 2008

OH0801



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.17 Responsibilities of the Subscriber**

- 2.17.1** 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.
- 2.17.2** 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.
- 2.17.3** 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.
- 2.17.4** 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.
- 2.17.5** 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 - RULES AND REGULATIONS, (CONT'D.)**

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

- 2.17.6** 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.
- 2.17.7** 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.
- 2.17.8** The Subscriber must pay for the loss through theft or fire of any of AmeriVision's equipment installed at Subscriber's premises.
- 2.17.9** Customers have certain rights and responsibilities under the Minimum Telephone Service Standards (Ohio Adm. Code 4901:1-5)(MTSS). These safeguards can be found in the Appendix to Ohio Adm. Code 4901:1-1-5-03, which is entitled "Telephone Customer Rights and Responsibilities". These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.18 Responsibilities of Authorized Users**

- 2.18.1** 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.
- 2.18.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.18.3** 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 2 - RULES AND REGULATIONS, (CONT'D.)

2.19 Late Payment Charge

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

2.20 Return Check Charge

A return check charge 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 Ohio law and Commission regulations.

	Maximum	Current
Return Check Charge	\$40.00	\$20.00

## Exhibit C

AmeriVision Communications, Inc. d/b/a LifeLine Communications d/b/a Affinity 4

### Narrative of Tariff Changes

P.U.C. Tariff No. 3 replaces P.U.C Tariff No. 2 in its entirety. The following pages have been deleted in P.U.C. Tariff No. 2 and are being posted on the Company's web site of [www.affinty4.com](http://www.affinty4.com).

<u>Section</u>	<u>Pages affected</u>	<u>Changes</u>
1	7-10	Deletes Technical Terms and Abbreviations
2	11	Deletes Undertaking of the Company
	12	Deletes Limitations; Use
	13-14	Deletes Liabilities of Company
	15	Deletes Tax language
	16-18	Deletes Payment for Service
	18	Deletes Right to Backbill for Improper Use of the Company's Service
	19	Deletes Billing Entity Conditions; Compliance with Regulatory Requirements, Interconnection
	20	Deletes Denial of Access to Service by the Company
	21	Deletes Customer's Liability in the Event of Denial of Access to Service by the Company; Reinstitution of Service; Credit Allowance for Interruption of Service
	22	Deletes Inspection, Testing and Adjustment; Reservation of Toll Free Numbers
	23-24	Deletes Responsibilities of the Subscriber
	25	Deletes Responsibilities of Authorized Users
3	26	Deletes General
	27	Deletes Determination of Call Duration and Timing of Calls
	28-29	Deletes Time of the Day Rate Periods
	30	Deletes Calculation of Distance
	31	Deletes Operator services – No longer offered
	32	Deletes AmeriVision Debit Card Service
	33-38	Deletes Reserved for Future Use
	39-40	Deletes AmeriVision Smart 175 Service
	41-42	Deletes AmeriVision Smart 400 Service
	43	Deletes AmeriVision Business LifeLine Connections
	44	Deletes AmeriVision Complete Connections
	45	Deletes AmeriVision Outbound Long Distance
	46	Deletes AmeriVision Toll Free Inbound Service
	47	Deletes Travel Card
	48	Deletes LifeLine Freedom
	49	Deletes Residential LifeLine Connections
	50	Deletes LifeLine Service
	51	Deletes Travel Card Service
	52	Deletes AmeriVision LifeLine Sunday Connections
	53	Deletes AmeriVision Freedom Plan
	54	Deletes Frequent Connections
	55	Deletes Toll Free Connections
	55.1-55.2	Deletes Affinity4/LifeLine 4.9¢ Savings Plan
	55.3-55.4	Deletes Affinity4/LifeLine 9.9¢ Value Plan
	55.5-55.6	Deletes Affinity4/LifeLine 2.9¢ Savings Plan VIP
	55.7-55.8	Deletes Affinity4/LifeLine 3.9¢ Corporate Savings Plan VIP
	55.9-55.10	Deletes Affinity4/LifeLine 4.9¢ Corporate Savings Plan VIP
	55.11-55.12	Deletes Affinity4 500 VIP
4	56	Deletes Payphone Surcharge; Directory Assistance; Reserved for Future Use
	57	Deletes Special Services

AMERIVISION COMMUNICATIONS, INC. D/B/A AFFINITY 4

EXHIBIT C

SUMMARY OF CHANGES

AMERIVISION COMMUNICATIONS, INC. D/B/A AFFINITY 4

EXHIBIT D

EXPLANATION OF COMPLIANCE WITH RULE  
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR  
DETARIFFED SERVICES

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

Rates, terms and conditions for Amerivision Communications, Inc. d/b/a Affinity 4 can be located on the Company's website [www.affinty4.com](http://www.affinty4.com). Copies may also be obtained at the Company's main office at 999 Waterside Dr., Suite 1910, Norfolk, VA 23510.

AMERIVISION COMMUNICATIONS, INC. D/B/A AFFINITY 4

EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).



06/05/2008

Dear Customer:

Beginning on July 1, 2008, the prices, service descriptions, and the terms and conditions for certain telecommunication services that you are provided by Affinity4 will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

Services affected by this change include intrastate long distance services and other optional intrastate business service offerings.

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Affinity4 must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings online at [www.affinity4.com](http://www.affinity4.com) or you can request a copy of this information by contacting Affinity4, 999 Waterside Dr., Ste 1910, Norfolk VA 23510 or calling 1-888-633-2829.

Since these services will no longer be on file with the Commission, this means that the agreement reached between the customer and Affinity4, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Affinity4 at the toll free number 1-888-633-2829 or visit us at [www.affinity4.com](http://www.affinity4.com).

Sincerely,

Affinity4

AMERIVISION COMMUNICATIONS, INC. D/B/A AFFINITY 4

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF: VIRGINIA

COUNTY OF: NORFOLK

AFFIDAVIT

I, Loni Woodley CFO/VP, am an authorized agent of the applicant corporation, AmeriVision Communications, Inc. d/b/a LifeLine Communications d/b/a Affinity 4, and am authorized to make this statement on its behalf. I attest that the Customer Notice accompanying this affidavit was sent to affected customers via direct mail beginning on 6/9/2008 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 6/9/08 Norfolk, VA  
(Date) (Location)

/s/ Loni Woodley CFO/VP  
(Name and title) 6/9/08  
(Date)

Subscribed and sworn to before me this June 9<sup>th</sup>, 2008  
(Date)



Lisa M. Solis #364450  
Notary Public  
My Commission Expires: October 31, 2009

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**6/13/2008 10:50:00 AM**

**in**

**Case No(s). 08-0719-TP-ATA**

Summary: Application Detariffing package electronically filed by Mr. Thomas M Forte on behalf of AmeriVision Communications, Inc. d/b/a Affinity4