

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications
d/b/a HorizonOne Communications
d/b/a VoIP Communications
d/b/a Optic Communications
d/b/a ANI Networks (N)
d/b/a Morse Toll-Free (N)
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Third Revised Sheet No. 1
Cancels Second Revised Sheet No. 1

TARIFF SCHEDULE CALIFORNIA P.U.C. NO. 2

APPLICABLE TO

CALIFORNIA INTRASTATE

TELECOMMUNICATIONS SERVICES

OF

AFFINITY NETWORK INCORPORATED

d/b/a QuantumLink Communications

d/b/a HorizonOne Communications

d/b/a VoIP Communications

d/b/a Optic Communications

d/b/a ANI Networks

d/b/a Morse Toll-Free

(N)

(N)

NOTE: This tariff schedule cancels and replaces in its entirety the tariff schedule (Tariff No. 1) previously on file with the California PUC and applicable to the provision of intrastate telecommunications services by Affinity Network Incorporated.

AFFINITY NETWORK INCORPORATED
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250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
One Hundred Twenty Third Revised Sheet No. 2
Cancels One Hundred Twenty Second Revised Sheet No. 2

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Third Revised*	16.3.1.3	Sixth Revised	16.4.17	First Revised
2	One Hundred Twenty Third Revised*	16.3.2	Second Revised	16.4.18	First Revised
2.1	Twentieth Revised	16.3.2.1	First Revised	16.4.19	Original
3	Sixteenth Revised*	16.3.3	Third Revised	16.4.20	Second Revised
3.1	Third Revised	16.3.4	Original	16.4.21	First Revised
4	Original	16.3.5	Original	16.4.22	Original
5	First Revised	16.3.6	First Revised	16.4.23	Original
6	Original	16.3.7	First Revised	16.4.24	Original
7	Fourth Revised	16.3.8	First Revised	16.4.25	Original
8	Fourth Revised	16.3.8.1	Original	16.5	Second Revised*
9	Fifth Revised	16.3.9	First Revised	16.5.1	Original
10	Sixty Second Revised*	16.3.10	First Revised	16.5.2	Original
10.1	Twelfth Revised	16.3.11	First Revised	16.5.3	First Revised
10.2	Ninth Revised	16.3.12	First Revised	16.5.4	Original
10.3	Tenth Revised	16.3.13	First Revised	16.6	First Revised*
10.4	Fourth Revised	16.3.14	Original	16.7	First Revised*
10.5	First Revised	16.3.15	Third Revised	16.8	Original
10.5.1	Original	16.3.16	Original	16.9	Original
10.6	Second Revised	16.3.17	First Revised	16.10	First Revised
10.7	First Revised	16.3.18	Original	16.10.1	Original
11	Fifth Revised	16.3.19	Original	16.10.2	Original
11.1	Fifth Revised	16.3.20	Original	16.10.3	First Revised
11.2	Fifty Sixth Revised*	16.3.21	Original	16.10.4	Original
11.3	Thirteenth Revised	16.3.22	Original	16.11	Original
11.4	Eighth Revised	16.3.23	Original	16.12	Fifth Revised
11.4.1	Second Revised	16.4	Fifty Sixth Revised*	16.13	First Revised
11.5	Tenth Revised	16.4.1	Ninth Revised	16.14	First Revised
11.6	Second Revised	16.4.2	Thirteenth Revised	16.15	First Revised
11.6.1	Original	16.4.2.1	Second Revised	16.16	First Revised
11.7	First Revised	16.4.2.2	Original	16.17	First Revised
11.8	Second Revised	16.4.3	Second Revised	16.17.1	Fifty First Revised*
11.9	First Revised	16.4.3.1	Second Revised	16.18	Fourteenth Revised
12	Original	16.4.3.2	First Revised	16.18.1	Sixteenth Revised
13	Second Revised	16.4.3.3	First Revised	16.18.1.1	Original
14	Fifth Revised	16.4.4	Third Revised	16.18.2	Fourteenth Revised
15	Fifth Revised	16.4.5	Third Revised	16.18.3	Original
15.1	Second Revised	16.4.6	First Revised	16.19	Fifth Revised
15.2	Original	16.4.7	Original	16.19.1	Original
16	Ninth Revised	16.4.8	Original	16.20	Second Revised
16.1	Third Revised	16.4.9	Original	16.21	Second Revised
16.2	Fourth Revised	16.4.10	Original	16.22	Second Revised
16.3	Eighth Revised	16.4.11	First Revised	16.23	Second Revised
16.3.1	Seventh Revised	16.4.12	First Revised	16.24	Third Revised
16.3.1.1	Seventh Revised	16.4.13	First Revised	16.25	Third Revised
16.3.1.1.1	First Revised	16.4.13.1	Original	16.26	First Revised
16.3.1.2	Fifty Fifth Revised*	16.4.14	First Revised	16.26.1	Original
		16.4.15	First Revised	16.27	Second Revised
		16.4.16	First Revised	16.27.1	Original
				16.27.2	Original

* Revisions included in this filing.

TARIFF CHECKING SHEET (CONT'D)

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
16.27.3	Original	24.1	Original
16.27.4	First Revised	24.2	First Revised*
16.27.5	First Revised	24.3	Original
16.27.6	First Revised	25	Second Revised
16.27.6.1	Original	25.1	Original
16.27.7	First Revised	26	Third Revised*
16.27.8	First Revised	27	Eighteenth Revised*
16.27.9	First Revised	28	Eleventh Revised
16.27.10	First Revised		
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16.27.13	First Revised		
16.27.14	Original		
16.27.15	Original		
16.27.16	Original		
16.27.17	Original		
16.27.18	Original		
16.28	Original		
17	Fifth Revised		
18	Third Revised*		
19	Seventh Revised*		
19.1	Sixth Revised		
19.1.1	First Revised		
19.1.2	First Revised		
19.1.3	First Revised		
19.2	Fifth Revised		
19.2.1	Third Revised		
19.2.2	First Revised		
19.2.3	First Revised		
19.2.4	First Revised		
19.2.5	First Revised		
19.2.6	First Revised		
19.2.7	First Revised		
19.3	First Revised*		
20	First Revised*		
21	First Revised*		
22	First Revised*		
23	Original		
24	Second Revised		

* Revisions included in this filing.

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SCHEDULE CAL P.U.C. NO. 2-T
Sixteenth Revised Sheet No. 3
Cancels Fifteenth Revised Sheet No. 3

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PRELIMINARY STATEMENT

This tariff contains all effective rates and rules, together with information relating to and applicable to the provision of intrastate interLATA and intraLATA interexchange telecommunications services by Affinity Network Incorporated.

References in this tariff to "the Company" or "Carrier" are intended to refer to Affinity Network Incorporated.

Affinity Network Incorporated has been granted authority by the California Public Utilities Commission (the "CPUC" or the "Commission") to provide twenty-four (24) hour intrastate interLATA and intraLATA long distance telecommunications service from and to origination and termination points in the State of California.

SYMBOLS USED IN THIS TARIFF

When a change in a tariff sheet is filed, attention will be directed to such change by a symbol along the right-hand margin of the tariff sheet utilizing the following symbols as appropriate:

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

(N)

SERVICE AREA MAP

Affinity Network Incorporated has been granted authority by the CPUC to provide twenty-four (24) hour interLATA and intraLATA long distance telephone service from and to origination and termination points in the State of California.

RATE SCHEDULE A

INTERLATA LONG DISTANCE TELEPHONE SERVICES

Applicability

Applicable to interLATA long distance telephone services provided to customers. Services will be provided in areas open to equal access subject to the availability of equipment and as operating conditions permit.

Territory

For services provided to or from points located within the State of California.

Rates

Rates for all services are computed in accordance with the provisions of Rule 9 of this tariff and are offered in conjunction with interstate service.

(D)

(D)

RATE SCHEDULE A (Cont'd)
INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

RATE SCHEDULE A (Cont'd)
INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

AFFINITY NETWORK INCORPORATED
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SCHEDULE CAL P.U.C. NO. 2-T
Sixty Second Revised Sheet No. 10
Cancels Sixty First Revised Sheet No. 10

RATE SCHEDULE A

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Freedom Plan for Business Users and HorizonOne Communications Service Plans

- A. Carrier offers services under its Freedom Plan for Business Users and Horizon One Communications, based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 10.1 through 10.3 following.

Table 1

Rate Plan	Rate Category
Basic Q	X
Classic Q/Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

- B. Any Rate Category I-VIII customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)
- C. Any Rate Category IX customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)

RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. The provisions of "Freedom Plan for Business Users," Rate Schedule H, apply to Company's Freedom Plan for Business Users. Subject to the Rates for Calls Terminating to a Mobile Phone or Pager of this Rate Schedule A, following, the following Freedom Plans Rate Plans, the Basic, Classic, Universal, Prime, and Super Rate Plans, are offered. The provisions of Rules 9 and 19 of this tariff apply.

Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0381	\$0.0127
Off-Peak/Non-Business Day	\$0.0381	\$0.0127

Classic Q/Classic 2 Rate Plans

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section A, following, in this Schedule A, rate is available to all customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0297 (R)	\$0.0099
Off-Peak/Non-Business Day	\$0.0297 (R)	\$0.0099

Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule A, following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0267 (R)	\$0.0089
Off-Peak/Non-Business Day	\$0.0267 (R)	\$0.0089

RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Universal Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule A, following Universal rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>		Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0237	(R)	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	(R)	\$0.0079

Prime 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule A, following Prime 2 rates are provided to customers whose monthly minimum intrastate usage is over \$20.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>		Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0207	(R)	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	(R)	\$0.0069

Prime 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule A, following Prime 1 rates are provided to customers whose monthly minimum intrastate usage is over \$25.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>		Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0177	(R)	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	(R)	\$0.0059

Super 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule A, following Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>		Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147		\$0.0049
Off-Peak/Non-Business Day	\$0.0147		\$0.0049

RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Super 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule A, following Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

Cairo 1 Rate Plan

(T)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(T)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

(N)

(N)

Cairo 2 Rate Plan

(N)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

(N)

RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Rate Plan Adjustments for Non-Calling Plan Customers

- A.** Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for Classic Q/Classic 2 Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 2, 2000, shall be uniformly rated at the Basic Q rate plan as set forth preceding.
- B.** Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for all other customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 2, 2000, shall be uniformly rated at the Classic Q/Classic 2 rate plan as set forth preceding.

Rate Plan Adjustment for Customers Billing \$50.00 or Less

(N/I)

- A.** Any Rate Category I-VI customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001. (N/I)
- B.** Any Rate Category VII customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category VIII effective December 1, 2001. (N/I)

*** ALL MATERIAL ON THIS SHEET IS NEW ***
RATE SCHEDULE A (Cont'd)
INTERLATA LONG DISTANCE TELEPHONE SERVICE (Cont'd)

Rates (Cont'd)

Limited-Class Switched Rates

1. **Dedicated Rates.** The following rates are available to new customers and "save" or "winback" customers with T-1 access lines.

A. D-1 Rate Plan

D-1 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0177	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	\$0.0059

B. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

C. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$120.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$130.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

*** ALL MATERIAL ON THIS SHEET IS NEW ***

RATE SCHEDULE A (Cont'd)
INTERLATA LONG DISTANCE TELEPHONE SERVICE (Cont'd)

Limited-Class Switched Rates (Cont'd)

2. **Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

B. X-2 Rate Plan

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Rates for Calls Terminated to a Mobile Phone or Pager

From and after February 24, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>	
Peak/Business Day (Z)	\$0.0447 (R)	\$0.0149	
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	(Z)

RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Rates for Calling Cards

Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit or Fraction</u>		<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0426	(R)	\$0.0142
Off-Peak/Non-Business Day	\$0.0381	(R)	\$0.0127

RATE SCHEDULE A (Cont'd)

INTERLATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

(D)

(D)

(D)

(D)

RATE SCHEDULE B

INTRALATA LONG DISTANCE TELEPHONE SERVICES

Applicability

Applicable to intraLATA long distance telephone services provided to customers. Services will be provided in areas open to equal access subject to availability of equipment and as operating conditions permit.

Territory

For services provided to or from points located within the LATAs located within the State of California.

Rates

Rates for intraLATA services are computed in accordance with the provisions of Rule 9 of this tariff and are offered in conjunction with interstate and interLATA services.

(D)

(D)

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SCHEDULE CAL P.U.C. NO. 2-T
Fifty Sixth Revised Sheet No. 11.2
Cancels Fifty Fifth Revised Sheet No. 11.2

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Freedom Plan for Business Users and HorizonOne Communications Service Plans

- A. Carrier offers services under its Freedom Plan for Business Users and Horizon One Communications, based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 11.3 through 11.5 following.

Table 1

Rate Plan	Rate Category
Basic Q	X
Classic Q/Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2/U LATA	VI
Prime 1	V
Super 1	IV
Super 2/S LATA	III
Cairo 1	II
Cairo 2	I

- B. Any Rate Category I-VIII customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)
- C. Any Rate Category IX customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Freedom Plans

Company offers two Freedom Plans, its Freedom Plan 2000 and its Freedom Plan for Business Users. Company's standard tariff rate methodology applies in each invoice under its Freedom Plan 2000. The provisions of "Freedom Plan for Business Users," Rate Schedule H, apply to Company's Freedom Plan for Business Users. Subject to the Rates for Calls Terminating to a Mobile Phone or Pager of this Rate Schedule B, following, the following Freedom Plans Rate Plans, Basic Q, the Classic, Universal, Prime, Super, and Cairo Rate Plans, are offered. The provisions of Rules 9 and 19 of this tariff apply. (Z) (T)

Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0381	\$0.0127
Off-Peak/Non-Business Day	\$0.0381	\$0.0127

Classic Q/Classic 2 Rate Plan

The following rate is available to all customers qualifying for application of the rate cap under the Company's AWelcome Customer Rate Cap Program @ under Company's Tariff F.C.C. No. 4, section 4.19, effective April 2, 1998, and to those customers with no minimum monthly intrastate usage at the following rates:

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0297	\$0.0099
Off-Peak/Non-Business Day	\$0.0297	\$0.0099

Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section A, in this Schedule B, following Classic are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:1 rates

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0267	\$0.0089
Off-Peak/Non-Business Day	\$0.0267	\$0.0089

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Universal Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule B, following Universal rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>		Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0237	(R)	\$0.0079
Off-Peak/Non-Business Day	\$0.0237	(R)	\$0.0079

Prime 2/Universal LATA Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule B, following Prime 2/Universal LATA rates are provided to customers whose monthly minimum intrastate usage is over \$15.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>		Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0207	(R)	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	(R)	\$0.0069

Prime 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule B, following Prime 1 rates are provided to customers whose monthly minimum intrastate usage is over \$20.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>		Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0177	(R)	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	(R)	\$0.0059

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

(D)
 - - - - -
 (D)

Super 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule B, following Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates:

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>	
Peak/Business Day	\$0.0147	\$0.0049	(R)
Off-Peak/Non-Business Day	\$0.0147	\$0.0049	(R)

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Super 2/Super LATA Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule B, following Super 2/Super LATA rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

Cairo 1 Rate Plan

(T)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(T)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

(N)

(N)

Cairo 2 Rate Plan

(N)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

(N)

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Rate Plan Adjustments for Non-Calling Plan Customers

- A.** Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for Classic 1 Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 2, 2000, shall be uniformly rated at the Classic Q/Classic 2 rate plan as set forth preceding.
- B.** Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for all other customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 2, 2000, shall be uniformly rated at the Classic 1 rate plan as set forth preceding.

*** ALL MATERIAL ON THIS SHEET IS NEW ***
RATE SCHEDULE B (Cont'd)
INTERLATA LONG DISTANCE TELEPHONE SERVICE (Cont'd)

Rates (Cont'd)

Limited-Class Switched Rates

1. **Dedicated Rates.** The following rates are available to new customers and "save" or "winback" customers with T-1 access lines.

A. D-1 Rate Plan

D-1 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0177	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	\$0.0059

B. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

C. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$120.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$130.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

RATE SCHEDULE B (Cont'd)

*** ALL MATERIAL ON THIS SHEET IS NEW ***

INTERLATA LONG DISTANCE TELEPHONE SERVICE (Cont'd)

Limited-Class Switched Rates (Cont'd)

1. **Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

B. X-2 Rate Plan

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Rates for Calls Terminated to a Mobile Phone or Pager

From and after February 24, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

	<u>Minimum Call Unit</u> <u>or Fraction</u>	<u>Incremental Call Unit</u> <u>or Fraction</u>	
Peak/Business Day (Z)	\$0.0447 (R)	\$0.0149	
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	(Z)

RATE SCHEDULE B (Cont'd)

INTRALATA LONG DISTANCE TELEPHONE SERVICES (Cont'd)

Rates (Cont'd)

Rates for Calling Cards

Rates for calling card calls which are not associated with other services are time of day sensitive.

	<u>Minimum Call Unit or Fraction</u>		<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0426	(R)	\$0.0142
Off-Peak/Non-Business Day	\$0.0381	(R)	\$0.0127

APPLICABLE TAXES AND SURCHARGES

In addition to the charges specifically pertaining to the Company's services, customers will be billed and be liable for payment of all applicable federal, state and local taxes, fees, and surcharges. These taxes, fees, and surcharges are calculated based upon the amount billed to the end user for the Company's intrastate services. Such taxes and surcharges include but are not limited to the surcharges and fees ordered by the CPUC and set forth in the following rate schedules.

RATE SCHEDULE C

SURCHARGE TO FUND PUBLIC UTILITIES COMMISSION

REIMBURSEMENT FEE

Applicability

This surcharge is for the purpose of funding the CPUC operations and applies to the aggregate amount of Customer billings associated with intrastate service.

Territory

For services provided to and from points located within the State of California as defined on Sheet 6.

(I)

Rates

A 0.11 percent surcharge* will be applied to all intrastate Customer billings as they appear on the Customer's bill.

* In 1983 the Legislature established the CPUC Reimbursement Fee to be paid by Utilities to fund their regulation by the Commission. (Public Utilities Code Sections 401-403). The surcharge to recover the cost of that fee is ordered by the Commission under authority granted by the Public Utilities Code Section 433.

RATE SCHEDULE D

SURCHARGES TO FUND MOORE UNIVERSAL TELEPHONE SERVICE ACT
AND THE CALIFORNIA HIGH COST FUND

Applicability

These surcharges are for the purpose of funding the Universal Telephone Service Fund and the California High Cost Fund and apply to the aggregate amount of Customer billings associated with intrastate service. All charges will appear on the customer's bill.

Territory

For services provided to and from points located within the State of California as defined on Sheet 6.

Rates

A 1.45 percent surcharge* will be applied to all intrastate customer billings as they appear on the customer's bill to fund the ULTS surcharge. (I)

A 2.6 percent surcharge will be applied from January 1, 2001, and beyond for the CHCF.

*The Moore Universal Telephone Service Act, as amended, Public Utilities Code Section 871 *et seq.*, requires the California Public Utilities Commission annually to establish funding methods for the purpose of funding universal telephone service, including surcharges or services offered by telephone corporations (Section 879(b)), and requires the Commission to permit telephone corporations operating between service areas to adjust the rates of any service which may be affected by any such surcharge (Section 879(d)). This Rate Schedule C is intended to recover the amount of whatever such surcharge upon Carrier's services is currently in effect.

RATE SCHEDULE E

SURCHARGE FOR CALIFORNIA RELAY AND COMMUNICATION DEVICES FUND
AND CALIFORNIA TELECONNECT FUND

Applicability

These surcharges are for the purpose of funding the California Relay and Communication Devices Fund and the California Teleconnect Fund, and apply to all monthly service not exempt from the surcharge and all usage. All charges will appear on the customer's bill.

Territory

For services provided to and from points located within the State of California as defined on Sheet 6.

Rates

A 0.0 percent surcharge for the California Relay and Communication Devices Fund will be applied to all intrastate Customer billings as they appear on the Customer's bill, except that it will not be applied to taxes or to the surcharges applied pursuant to Rate Schedules B and C.

A 0.185 percent surcharge for the California Teleconnect Fund will be applied to all intrastate Customer billings as they appear on the Customer's bill, except that it will not be applied to taxes or to the surcharges applied pursuant to Rate Schedules B and C. (1)

RATE SCHEDULE F

MISCELLANEOUS CHARGES

<u>Type of Service</u>	<u>Per-Call Service Charge</u>
Any InterLATA or IntraLATA Intrastate Call to Directory Assistance	\$1.25
Calls originating at payphones using a service access code	\$0.69 (I)
<u>Calling Card "Bong" Charge</u>	
A \$0.50 per call charge applies to each call initiated using calling card access.	
<u>Intrastate Primary Interexchange Carrier Charge (PICC)</u>	
This charge only applies when the Company is charged a PICC by the Customer's local exchange company.	
Residential Lines	\$ 0.53
Business Single Line	\$ 2.73
ISDN - BRI	\$ 1.58
ISDN - PRI	\$ 13.53
Centrex	\$ 0.31

*** ALL MATERIAL ON THIS SHEET IS NEW ***

RATE SCHEDULE F

MISCELLANEOUS CHARGES (Cont'd)

Account Recourse Charges (ARCs)

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

- | | | |
|-----------|---|--|
| A. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is less than 18 days into Customer's final billing cycle. | \$0.398 per applicable full billing increment |
| B. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is more than 18 days into Customer's final billing cycle. | \$ 0.199 per applicable full billing increment |
| C. | Final Adjusted Invoice Rate (FAIR)
Calling Card Service | \$ 0.142 per applicable full billing increment
for all services plus a call set up charge of
\$0.50 per call |

Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

RATE SCHEDULE F
MISCELLANEOUS CHARGES

<u>Type of Service</u>	<u>Per-Call Service Charge</u>
Any InterLATA or IntraLATA Intrastate Call to Directory Assistance	\$1.25
Calls originating at payphones using a service access code	\$0.69 (I)
<u>Calling Card ABong@ Charge</u>	
A \$0.50 per call charge applies to each call initiated using calling card access.	
<u>Intrastate Primary Interexchange Carrier Charge (PICC)</u>	
This charge only applies when the Company is charged a PICC by the Customer's local exchange company.	
Residential Lines	\$ 0.53
Business Single Line	\$ 2.73
ISDN - BRI	\$ 1.58
ISDN - PRI	\$ 13.53
Centrex	\$ 0.31

**RATE SCHEDULE G
 TELECOMPETITIVE SERVICE OFFERINGS**

Telecompetitive Service Offerings (ATSOs@)

From time to time, Carrier shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Carrier's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Carrier either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a TSO.

TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.

A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.

An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.

TSOs are available for all rates published in this Tariff.

Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Rate Schedule H following.

Benchmark Rates

Certain rates set forth in this tariff are Abenchmarked,@ that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate as a TSO offering.

IntraLATA "Save" and "Winback" Program

As provided for and subject to Rate Schedule G preceding, to "save" or to "winback" a Customer for Company's intraLATA services, the following intraLATA rate applies in accordance with Company's standard rate structure which includes non-transport charges (equivalent call units*).

	<u>Minimum Call Unit or Fraction</u>		<u>Incremental Call Unit or Fraction</u>	<u>Cents Per Minute of usage (CPMU)</u>	<u>Equivalent Call Unit or Fraction*</u>
Peak/Business Day (Z)	\$ 0.0117	(R)	\$ 0.0039	\$ 0.039	\$ 0.0039
Off-Peak/Non-Business Day	\$ 0.0117		\$ 0.0039	\$ 0.039	\$ 0.0039 (Z)

* See Rule 9 following.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS

Freedom Plan for Business Users

Any business Customer meeting the eligibility requirements set forth following is eligible for the Freedom Plan for Business Users. The Freedom Plan for Business Users applies only to calls that originate and terminate within California during Business Day hours. The following services are eligible for the Freedom Plan for Business Users: 1+ Outbound, Toll Free Access (800/888/877), and Internet Access. The Freedom Plan for Business Users does not apply to calling card calls, nor to Customers declining to receive service under Company's Super U rate plan. (C)
(C)
(C)

Under the Freedom Plan for Business Users, the Company will waive the ECU rate component for the first and second periods of service within the regular billing cycle for each customer eligible for and selecting the Freedom Plan for Business Users. Company's standard tariff rates apply at the expiration of this introductory period. (T)

To be eligible for the Freedom Plan for Business Users, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of California within the 30 day period preceding customer's service commencement date with Company.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Freedom Plan for Business Users (Cont'd)

Companion Federal Rate Guarantee.

- A. For a customer who maintains eligibility for and receives service under the Freedom Plan for Business Users, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's Freedom Plan for Business Users for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.
- B. Calling Card services are not eligible for this rate guarantee.

Terms and Conditions. Each term and condition of this Rate Schedule H and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's call unit rate guarantee as set forth herein.

**** Certain Material Formerly Appearing On This Sheet Now Appears on First Revised Sheet 16.3.1.1.1 ****

**** ALL MATERIAL ON THIS PAGE IS NEW ****

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

“One, Two, Three, Every Third Invoice Free” Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the “One, Two, Three, Every Third Invoice Free” Promotion as follows:

1. A credit applied to customer’s first, second and third invoices equal to 33% of customer’s long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
2. A credit applied to every third invoice, starting with customer’s sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

**** The Material Formerly Appearing On This Sheet Now Appears on Fifth Revised Sheet 16.3.1.2 ****

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

B. Reserved for Future Use

(D)

(D)

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications
d/b/a HorizonOne Communications
d/b/a VoIP Communications
d/b/a Optic Communications
d/b/a ANI Networks (N)
d/b/a Morse Toll-Free (N)
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Fifty Fifth Revised Sheet No. 16.3.1.2
Cancels Fifty Fourth Revised Sheet No. 16.3.1.2

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

A. Freedom Plan Plus (FPP)

Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus. The Freedom Plan Plus telecompetitive service offering, whenever added to a customers calling plan, is limited in duration to six consecutive invoices once initiated.

Freedom Plan Plus customers' accounts are subject to ninety-six (96) second Minimum Call Units (MCU's) and Incremental Call Units (ICU's), with rounding to the next full ninety-six (96) second increment thereafter, unless subject to other rounding methodology under a telecompetitive service offer. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.049 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.049 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.049 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I) | (C/I)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

B. Reserved for Future Use

(D)

(D)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

B. Reserved for Future Use

(D)

(D)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

B. Reserved for Future Use

(D)

(D)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

B. Reserved for Future Use

(D)

(D)

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer (ATotal Calling Advantage@).

Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of Aon-line@ services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

Limitations and Disclaimers

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any Asave/winback@ program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- E. Subject to and in accordance with the provisions of Schedule G preceding and the eligibility requirements herein preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to Asave@ or Awinback@ such Customers; provided that at the time Customer is Asaved@ or Awinback,@ Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required herein under "Eligibility," preceding.
- F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Advantage Card Service (ACS) (Cont'd)

Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

Rates

The calling card rates set forth in Rate Schedules A and B preceding apply to ACS service.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@)

A. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

1. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
2. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
4. CAPs are available for all published rates.
5. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in Promotional and Special Service Offerings.
6. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
7. To receive the Invoice Free CAPs pursuant to B through and including F following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility, except as otherwise provided following.

(C)
(C)
(C)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

B. Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

1. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)

2. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- X have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- X pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under B.1, preceding. (T)
(N)
(N)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

C. Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

1. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice; for the consecutive nine-month period preceding Customer's 10th invoice; and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(C)
(T)
(T)
(T/N)
(N)

2. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- X have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- X pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under C.1, preceding.

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

D. Customer "Thanks for Taking the Time" Advantage Plans

1. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

- (a) Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

- (b) Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.142	\$0.142

- (c) Availability. Company's TTT-1 service promotion is available on and after July 19, 2000, until January 19, 2001, (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company.
- (d) Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

D. Customer AThanks for Taking the Time@ Advantage Plan (ATTT") (Cont'd) (T)

2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (T)
 (C)

On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's AThanks for Taking the Time@ service promotion. (T)

(a) Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>	
\$250.00	\$250.00+	(T)

(b) Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value</u>	<u>Incremental Call Unit Value</u>	
<u>@ 60 seconds or Fraction</u>	<u>@ 60 seconds or Fraction</u>	T/C
\$0.142	\$0.142	(C)

(c) Availability. Company's TTT service promotion is available on and after July 19, 2000 until January 19, 2001 (A sunset date @) unless sooner terminated in the sole and exclusive discretion of Company.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

- D. Customer A Thanks for Taking the Time@ Advantage Plan (ATTT") (Cont'd) (T)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (Cont'd) (T)
- (d) Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation. (T)
- (e) Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in D.2.a preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule H, preceding. (T)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

E. Customer S&W Prepaid Advantage Plan

On and after July 19, 2000, any customer which qualifies as a Asave@ or Awinback@ customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the Asaved@ or Awonback@ Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

1. Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.142	\$0.142

2. Availability. Company's S&W Card service promotion is available on and after July 19, 2000 until January 19, 2001 (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

E. Customer S&W Prepaid Advantage Plan (Cont'd)

3. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
4. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in E.2.a preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule H, preceding.

(C)

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

1. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as follows: for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; and for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(T)
|
|
|
(T)
(N)
(N)

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

2. Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- X have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- X have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- X pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under F.1, preceding.
- X Contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to F.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

G. Save/Winback Off-Peak/Non-Business Day Adjustment

Customers whose rates are adjusted pursuant to the Rate Plan Adjustment for the Non-Calling Plan Customers set forth in Schedule A preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rates, as applicable, prior to any applicable adjustment. (T)

H. 20% Credit Every 6 Months

Company will offer the following to new business customers and existing business customers who qualify as a Asave@ or Awinback@ customer whose service plan calculates charges by Total Call Units (TCUs):

- X To receive the benefits, eligible customers must call a Company Customer Care Representative.
- X Eligible customers will accrue a 20 percent credit on intrastate usage for direct Dial A1" and toll free calls, equal to the customer's charges during the preceding 5-month's usage, to be applied to the customer's 6-month invoice. The 20 percent credit will be applied to the customer's account once every 6 months so long as the subscriber remains a Company customer during each 6-month period, or they will forfeit all benefits.
- X Credits will not apply to calls made to Directory Assistance, taxes, access fees, or other fees and assessments, and may not be combined with any other credits, promotions, or offers except promotional debit cards, referral credits, and the free minutes offers.
- X Customers will not receive credit if the customer has a 60-day outstanding balance of \$50 or greater.

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

I. 1st and 3rd Invoice Credit

M/C

For new customers and those qualifying as save or winback customers, and who meet the eligibility requirements following, the customer will receive a credit equal to customer's monthly Total Call Unit charges in the first and third invoices (exclusive therefore of fees, taxes, surcharges, assessments or other non-TCU charges - "Qualifying Charges"). The credit will issue with the first and third invoices in the form of that number of pre-paid calling cards at a \$50.00 denomination that equals the total of the customer's Qualifying Charges for the first and third invoices. A customer's Qualifying Charges will be rounded up to that number of \$50.00 pre-paid cards that equals or exceeds the totals of Qualifying Charges in customer's first and third invoices. For example, if a customer's Qualifying Charges in the first invoice total \$125.00, three pre-paid \$50.00 calling cards (a total of \$150.00) would be provided and remain activated until fully decremented.

1. Eligibility

To be eligible for the first and third invoice credits, each customer must have initiated the TCU service; have current usage which exceeds applicable monthly minimum usage levels, if any; have a credit worthy history or profile; have received three consecutive and uninterrupted invoices over the preceding three month period; have selected the first and third invoice credit prior to the first day of service; and timely pay all Qualifying and non-Qualifying Charges rendered in the customer's first, second, and third invoices.

2. Terms

Each \$50.00 pre-paid calling card is decremented at the rates set forth as in Schedules A and B for peak Calling Card rates with each fractional increment of less than 60 seconds rounded to the next full 60 second increment (full minute billing). Rates are distance and time-of-day insensitive.

M/C

*** Certain Material Now Appearing On This Sheet Formerly Appeared On First Revised Sheet No. 16.3.15. ***

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Service Term Invoice Credit

New customers or customers who qualify as either a Asave@ or a Awinback@ and who meet the eligibility requirements set forth following shall receive the Service Term Invoice Free Credit.

Credit

For the entire service term of each new customer or customer that qualifies as either a Asave@ or Awinback@ customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (Acredit invoice@) equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

Eligibility

To be eligible for the Service Term Invoice Free Credit, each customer must:

- A. Have initiated service under a Freedom Plan for Business Users Service Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Service Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and, (C)
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated preceding.

Advice Letter No. 75
Decision No. 91-03-012

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001

U-5229-C

Resolution No. _____

*** ALL MATERIAL ON THIS PAGE IS NEW ***

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Service Term Invoice Free Credit II.

New customers or customers who qualify as either a Asave@ or a Awinback@ and who meet the eligibility requirements set forth shall receive the Service Term Invoice Free Credit II.

Credit

For the entire service term of each new customer or customer that qualifies as either a Asave@ or Awinback@ customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (Acredit invoice@) equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

Eligibility

To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A. Have initiated service under a Freedom Plan for Business Users Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable Freedom Plan for Business Users Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated preceding.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Cross Over Special Service Offers

Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- X The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- X If earned, as specified in A. preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- X This credit is not available with Company's Cross Over Credit Card offering set forth following.
- X The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- X A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300

Las Vegas, NV 89119

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001

Resolution No. _____
SCHEDULE CAL P.U.C. NO. 2-T
Original Sheet No. 16.3.20

RATE SCHEDULE H

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Cross Over Special Service Offers (Cont'd)

Cross Over Century Card (COCC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- X This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- X The COCC card will be issued following Customer's commencement of service.
- X This offer is not available with Company's 5% credit offer set forth preceding.
- X The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- X Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
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SCHEDULE CAL P.U.C. NO. 2-T
Original Sheet No. 16.3.21

*** ALL MATERIAL ON THIS PAGE IS NEW ***

PROMOTIONAL AND SPECIAL SERVICE OFFERINGS (Cont'd)

Cross Over Special Service Offers (Cont'd)

Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

- X To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- X COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- X If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

RATE SCHEDULE I

HorizonOne Communications Plan

Any business Customer meeting the eligibility requirements set forth following is eligible for the HorizonOne Communications Plan. The following services are eligible for the HorizonOne Communications Plan: 1+ Outbound, Toll Free Access (800/888/877), calling card services, and Internet Access. All provisions of Rate Schedules C, D, E, F, and G, and Rules 1 through 18 and Rule 20 of this tariff apply to HorizonOne Communications Plans except as otherwise provided following.

Companion Federal Rate Guarantee.

- A. For a Customer who maintains eligibility for and receives service under the HorizonOne Communications Plan, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's HorizonOne Communications Plan for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.
- B. Calling Card services are not eligible for this rate guarantee.

Terms and Conditions. Each term and condition of this Rate Schedule I and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a customer's call unit rate guarantee as set forth herein.

RATE SCHEDULE I

**** ALL MATERIAL ON THIS PAGE IS NEW ****

A. “One, Two, Three, Every Third Invoice Free” Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the “One, Two, Three, Every Third Invoice Free” Promotion as follows:

- A. A credit applied to customer’s first, second and third invoices equal to 33% of customer’s long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- B. A credit applied to every third invoice, starting with customer’s sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications
d/b/a HorizonOne Communications
d/b/a VoIP Communications
d/b/a Optic Communications
d/b/a ANI Networks (N)
d/b/a Morse Toll-Free (N)
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Fifty Sixth Revised Sheet No. 16.4
Cancels Fifty Fifth Revised Sheet No. 16.4

RATE SCHEDULE I

HorizonOne Communications Plan

HorizonOne Communications Plan - Graduated Rate Categories

- A. Carrier offers services under this tariff based on the Rate Plans and categories as specified following. Specific rates for the Rate Plans listed in the table below can be found on Sheet Nos. 16.4.1 and 16.4.2.1 following.

Table 1

Rate Plan	Rate Category
Basic Q	X
Classic Q/Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo1	II
Cairo2	I

- B. Any Rate Category I-VIII customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)

- C. Any Rate Category IX customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Rates

The following HorizonOne Communications Plans for intraLATA and interLATA service are offered - the Basic, Classic, Universal, Prime, and Super Rate Plans. The provisions of the Rates for Calls Terminated to a Mobile Phone or Pager and Rule 20 of this tariff apply.

Basic Q Rate Plan

Basic Q rates are provided to customers with no minimum monthly intrastate usage requirement at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0381	\$0.0127
Off-Peak/Non-Business Day	\$0.0381	\$0.0127

Classic Q/Classic 2 Rate Plans

Except as provided in the Rate Plan Adjustments for Non-Calling Plan Customers, Section A, following, in this Schedule I, rate is available to all customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0297 (R)	\$0.0099
Off-Peak/Non-Business Day	\$0.0297 (R)	\$0.0099

Classic 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule I, following, Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0267 (R)	\$0.0089
Off-Peak/Non-Business Day	\$0.0267 (R)	\$0.0089

Universal Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule I, following, Universal rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0237 (R)	\$0.0079
Off-Peak/Non-Business Day	\$0.0237 (R)	\$0.0079

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Rates (Cont'd)

Prime 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule I, following, Prime 2 rates are provided to customers whose monthly minimum intrastate usage is over \$20.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0207	\$0.0069
Off-Peak/Non-Business Day	\$0.0207	\$0.0069

Prime 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section B, in this Schedule I, following, Prime 1 rates are provided to customers whose monthly minimum intrastate usage is over \$25.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0177	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	\$0.0059

Super 1 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section A, in this Schedule I, following, Super 1 rates are provided to customers whose monthly minimum intrastate usage is over \$30.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

Super 2 Rate Plan

Except as provided in the Rate Plan Adjustment for Non-Calling Plan Customers, Section A, in this Schedule I, following, Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$35.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

Cairo 1 Rate Plan

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates: (T)

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>	
Peak/Business Day	\$0.0147	\$0.0049	(T)
Off-Peak/Non-Business Day	\$0.0147	\$0.0049	(N)

*** ALL MATERIAL ON THIS SHEET IS NEW ***

RATE SCHEDULE I (Cont'd)
INTERLATA LONG DISTANCE TELEPHONE SERVICE (Cont'd)

Limited-Class Switched Rates

- 1. Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of Equivalent Call Unit's (ECU's) as described in the sections preceding.

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

B. X-2 Rate Plan

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Rates (Cont'd)

Rates for Calls Terminated to a Mobile Phone of Pager

From and after February 24, 2000, all calls terminated to a mobile phone or pager shall be charged the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day (Z)	\$0.0447 (R)	\$0.0069
Off-Peak/Non-Business Day (Z)	\$0.0447	\$0.0069

Rates for Calling Cards

Rates for calling card calls which are not associated with other services are time of day sensitive.

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0426 (R)	\$0.0142
Off-Peak/Non-Business Day	\$0.0381 (R)	\$0.0127

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

HorizonOne Communications "International Plan"

Customers choosing the HorizonOne Communications International Plan under Company's Tariff F.C.C. No. 3 are provided service pursuant to the same rates, terms, and conditions as apply under the preceding sections of this Rate Schedule I except that Company's HorizonOne Communications International Plan customers are eligible for Company's "Invoice Free" offerings as specified following.

A. 9th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in A, Eligibility, following, will receive a credit on their 9th invoice as provided following.

9th Invoice Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(T)
(N)
(N)

Eligibility. To be eligible for a 9th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received eight consecutive and uninterrupted invoices over the preceding eight month period; have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 9th Invoice Free Terms, preceding.

B. 13th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in B, Eligibility, following, will receive a credit on their 13th invoice as provided following.

13th Invoice Free Terms. For any thirteen invoices covering at least one day and twelve months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive thirteen month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(T)
(T/N)
(N)

Eligibility. To be eligible for a 13th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 13th Invoice Free Terms, preceding.

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

HorizonOne Communications "International Plan" (Cont'd)

- C. **9th and 13th Invoices Free Bonus Incentive.** Customers who meet the eligibility requirements set forth in C, Eligibility, following, will receive credits on their 9th and 13th invoices as provided following.

9th and 13th Invoices Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any four additional invoices covering a total period of at least one day and twelve months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following four month (total thirteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(C)
(T)
(N)
(N)

Eligibility. To be eligible for the 9th and 13th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional four months of consecutive uninterrupted invoices (total of thirteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 9th and 13th Invoices Free Terms, preceding.

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

HorizonOne Communications "International Plan" (Cont'd)

D. 9th and 18th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in D, Eligibility, following, will receive credits on their 9th and 18th invoices as provided following.

9th and 18th Invoices Free Terms. For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any nine additional invoices covering a total period of at least one day and seventeen months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following nine month (total eighteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(C)
(T)
(N)
(N)

Eligibility. To be eligible for the 9th and 18th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional nine months of consecutive uninterrupted invoices (total of eighteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 18th invoice credit prior to the first day in the period of service covered by Customer's eighteenth invoice; and pay all charges rendered in Customer's eighteenth invoice in excess of the amount of the applicable credit as calculated under 9th and 18th Invoices Free Terms, preceding.

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

(D)

(D)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

(D)

(D)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

(D)

(D)

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

INETBA Service

INETBA Service offers HorizonOne Communications intrastate interexchange services in exclusive combination with Company's Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this Rate Schedule I is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rates and other provisions of this Rate Schedule I apply to INETBA Service except as otherwise provided.

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer (ATotal Calling Advantage@).

Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of Aon-line@ services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

Limitations and Disclaimers

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any Asave/winback@ program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- E. Subject to and in accordance with the provisions of Schedule G preceding and the eligibility requirements herein preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to Asave@ or Awinback@ such Customers; provided that at the time Customer is Asaved@ or Awinback,@ Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required herein under "Eligibility," preceding.
- F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Advantage Card Service (ACS) (Cont'd)

Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

Rates

The calling card rates set forth in this Rate Schedule I preceding apply to ACS service.

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@)

A. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

1. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
2. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

A. General Terms and Conditions (Cont'd)

4. CAPs are available for all published rates.
5. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed herein.
6. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
7. To receive the Invoice Free CAPs pursuant to B through and including F following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility, except as otherwise provided following.

(C)
(C)
(C)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

B. Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

1. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(T)
(T/N)
(N)

2. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- X have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- X pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under B.1, preceding.

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

C. Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

1. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice; for the consecutive nine-month period preceding Customer's 10th invoice; and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(C)
(T)
(T)
(T/N)
(N)

2. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- X have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- X pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under C.1, preceding.

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

D. Customer AThanks for Taking the Time@ Advantage Plan (ATTT")

1. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

- (a) Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

- (b) Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.142	\$0.142

- (c) Availability. Company's TTT-1 service promotion is available on and after July 19, 2000, until January 19, 2001, (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company.
- (d) Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

- D. Customer AThanks for Taking the Time@ Advantage Plan (ATTT") (Cont'd) (T)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (T)
- On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's AThanks for Taking the Time@ service promotion. (C)
- (a) Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user=s monthly volume of usage. (T)
- | <u>Denomination</u> | <u>Monthly Usage Volume</u> |
|---------------------|-----------------------------|
| \$250.00 | \$250.00+ |
- (b) Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment. (T)
- | <u>Minimum Call Unit Value</u> | <u>Incremental Call Unit Value</u> |
|---------------------------------|------------------------------------|
| <u>@ 60 seconds or Fraction</u> | <u>@ 60 seconds or Fraction</u> |
| \$0.142 | \$0.142 |
- (c) Availability. Company's TTT service promotion is available on and after July 19, 2000 until January 19, 2001 (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company. (T/C)
(C)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

- D. Customer AThanks for Taking the Time@ Advantage Plan (ATTT") (Cont'd) (T)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (Cont'd) (T)
- (d) Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation. (T)
- (e) Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in D.2.a preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule I, preceding. (T)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

E. Customer S&W Prepaid Advantage Plan

(T)

On and after July 19, 2000, any customer which qualifies as a Asave@ or Awinback@ customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the Asaved@ or Awonback@ Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

(C)

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(C)

Table

Customer's Prior Month's 2.5 Factor Non-Calling Card Charges*		S&W Calling Card Denomination (s)	
\$ 50.00	x 2.5	\$125.00	
75.00	x 2.5	187.50	
90.00	x 2.5	225.00	
100.00	x 2.5	250.00	
150.00	x 2.5	250.00 + 125.00	(C)
250.00	x 2.5	250.00 + 250.00 + 125.00	(C)

* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

1. Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u> \$0.142	Incremental Call Unit <u>@ 60 seconds or Fraction</u> \$0.142
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2. Availability. Company's S&W Card service promotion is available on and after July 19, 2000 until January 19, 2001 (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company.

(C)

(C)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

E. Customer S&W Prepaid Advantage Plan (Cont'd)

3. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
4. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in E.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule I, preceding.

(C)

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

1. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as follows: for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; and for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(T)
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|
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(T)
(N)
(N)

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

2. Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- X have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- X have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- X pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under F.1, preceding.
- X Contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to F.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

RATE SCHEDULE I

HorizonOne Communications Plan (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

G. Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Customer Advantage Plans, A., General Terms and Conditions of this Rate Schedule I, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

H. [Telecompetitive Service Offerings]

(N)

The following Telecompetitive Service Offerings are only available as provided in Rate Schedule G preceding.

(N)

H.1 Facsimile / Non-Voice Communications

(N)

For any customer who qualifies as a "save" or "winback" customer under Rate Schedule G, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for facsimile / non-voice communications lines.

(N)

H.2 Freedom Plan Plus

(N)

For Customers who qualify as either a "winback" or "save" under Rate Schedule G, preceding regarding TSOs, Company shall waive, upon request, the billing of Non-transport charges (ECUs) on all calls.

(N)

I. Save/Winback Off-Peak/Non-Business Day Adjustment

(T)

Customers whose rates are adjusted pursuant to the Rate Plan Adjustment for the Non-Calling Plan Customers preceding and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate, as applicable, prior to any applicable adjustment.

RATE SCHEDULE I (Cont'd)

HorizonOne Communications Plan (Cont'd)

Service Term Invoice Credit

New customers or customers who qualify as either a Asave@ or a Awinback@ and who meet the eligibility requirements set forth following shall receive the Service Term Invoice Free Credit.

Credit

For the entire service term of each new customer or customer that qualifies as either a Asave@ or Awinback@ customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (Acredit invoice@) equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

Eligibility

To be eligible for the Service Term Invoice Free Credit, each customer must:

- A. Have initiated service under an HorizonOne Communications Service Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Service Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and, (C)
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated preceding.

*** ALL MATERIAL ON THIS SHEET IS NEW ***

RATE SCHEDULE I (Cont'd)

Service Term Invoice Free Credit II.

New customers or customers who qualify as either a Asave@ or a Awinback@ and who meet the eligibility requirements set forth shall receive the Service Term Invoice Free Credit II.

Credit

For the entire service term of each new customer or customer that qualifies as either a Asave@ or Awinback@ customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (Acredit invoice@) equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

Eligibility

To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A. Have initiated service under a HorizonOne Communications Service Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Service Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated preceding.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No.

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Original Sheet No. 16.4.23

RATE SCHEDULE I (Cont'd)

Cross Over Special Service Offers

Cross Over Credit (COC)

- A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. **Limitations and Disclaimers**
- X The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - X If earned, as specified in A. preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
 - X This credit is not available with Company's Cross Over Credit Card offering set forth following.
 - X The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
 - X A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

AFFINITY NETWORK INCORPORATED

SCHEDULE CAL P.U.C. NO. 2-T

250 Pilot Road, Suite 300
Las Vegas, NV 89119

Original Sheet No. 16.4.24

RATE SCHEDULE I (Cont'd)

Cross Over Special Service Offers (Cont'd)

Cross Over Century Card (COCC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- X This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- X The COCC card will be issued following Customer's commencement of service.
- X This offer is not available with Company's 5% credit offer set forth preceding.
- X The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- X Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

*** ALL MATERIAL ON THIS SHEET IS NEW ***

RATE SCHEDULE I (Cont'd)

Cross Over Special Service Offers (Cont'd)

Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

- X To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- X COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- X If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

RATE SCHEDULE J

VoIP Communications Plan

1. Services & Rates

The Company’s VOIP Communications’ service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1. All provisions of Rate Schedules C, D, E, F, and G, and Rules 1 through 19 following of this tariff apply to VoIP Communications Plan except as otherwise provided following.

Table 1

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
VI	VOIP 6	\$0.079	\$0.0237	\$0.0079	\$25.00
V	VOIP 5	\$0.069	\$0.0207	\$0.0069	\$50.00
IV	VOIP 4	\$0.059	\$0.0177	\$0.0059	\$100.00
III	VOIP 3	\$0.049	\$0.0147	\$0.0049	\$125.00
II	VOIP 2	\$0.039	\$0.0117	\$0.0039	\$150.00
I	VOIP 1	\$0.029	\$0.0087	\$0.0029	\$200.00

- B. Any Rate Category I-VIII customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)
- C. Any Rate Category IX customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category X, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)

RATE SCHEDULE J (Cont'd)

ALL MATERIAL ON THIS PAGE IS NEW

VoIP Communications Plan (Cont'd)

2. Dedicated Rates

The following rates are available to Customers with T-1 access lines. Carrier offers services under this tariff based on the Rate Plans and Rate Categories in Table 2. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments.

Table 2

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
IV	D-1	\$0.059	\$0.0177	\$0.0059	\$50.00
III	D-2	\$0.049	\$0.0147	\$0.0049	\$100.00
II	D-3	\$0.039	\$0.0117	\$0.0039	\$150.00
I	D-4	\$0.029	\$0.0087	\$0.0029	\$200.00

3. Calling Card Rate

Calling Cards may be issued by the Company at a Customer's request for the purpose of making intrastate calls. The rates for calling card calls, which are not associated with other services, are time of day sensitive. The charges, which are accrued, are billed on the Customer's next invoice at the following rate:

Peak/Business Day	\$0.142 cents per call unit
Off-Peak/Non-Business Day	\$0.127 cents per call unit

RATE SCHEDULE J (Cont'd)

ALL MATERIAL ON THIS PAGE IS NEW

VoIP Communications Plan (Cont'd)

4. Fees and Charges

A. Directory Assistance Charge: \$1.25/per call

B. Toll Free Access Service (TFAS)

Each Toll Free Access Service (TFAS) Customer shall pay a monthly account charge of \$15.00 per account.

C. Directory Listing Charge

Each Toll Free Access Service Customer having its toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of \$15.00 per number.

D. Diskette Billing Charge: \$15.00/per month

E. Waiver of Charges

A Miscellaneous charge will be waived upon request whenever application of such charge increases a customer's total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

RATE SCHEDULE J (Cont'd)

VoIP Communications Plan (Cont'd)

5. VOIP Communications – Promotions

A. “10 Day Free Trial” Promotion

New customers that meet the eligibility requirements set forth below, may receive credits equal to the total call traffic charges of your first ten (10) days of service, excluding taxes, after selection of this promotion.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that invoice, then the credit amount is limited to the actual amount of the call traffic charges appearing on the bill subject to this promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in your bill.

B. “20% Yearly Rebate” Promotion

New, “saved” and “winback” customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the “20% Yearly Rebate” Promotion as follows:

A credit applied to the customer’s 13th bill in an amount equal to 20% of customer’s total charges for the previous 12 bills. Credit calculation excludes all applicable taxes and line rental charges. This promotion is cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding 12 invoice periods; and have selected this offering prior to the charges rendered. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

C. “25% Invoice Credit” Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any “25% Invoice Credit” credits as applied to the same previous invoice.

Customers with the “25% Invoice Credit” Promotion applied to their account are eligible to have (N)
this promotion applied to their account for a maximum of six consecutive invoices. (N)

RATE SCHEDULE J (Cont'd)

ALL MATERIAL ON THIS PAGE IS NEW

VoIP Communications Plan (Cont'd)

6. VOIP Communications – Promotions (Cont'd)

D. “Every 4th Invoice Free” Promotion

“Saved” and “winback” customers who meet the eligibility requirements set forth below, may receive credits under the “Every 4th Invoice Free” Promotion as follows:

A credit applied to every fourth invoice, starting with customer’s fourth invoice after selection of the promotion (4th, 8th, 12th, 16th, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

E. “No Taxes, Fees or Surcharges” Promotion

New, “saved” and “winback” customers who meet the eligibility requirements set forth below, may receive credit under the “No Taxes, Fees or Surcharges” Promotion as follows:

A credit for all taxes, fees and surcharges which will appear as a separate line on the customer’s invoice. This promotion can only be combined with the “10 Day Free Trial” promotion.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer’s credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications (N)
d/b/a HorizonOne Communications (N)
d/b/a VoIP Communications (N)
d/b/a Optic Communications (N)
d/b/a ANI Networks (N)
d/b/a Morse Toll-Free (N)
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet No. 16.6
Cancels Original Revised Sheet No. 16.6

RATE SCHEDULE K

ALL MATERIAL ON THIS PAGE IS NEW

ANI Networks Plan

1. Services & Rates

The Company’s ANI Networks’ service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1. All provisions of Rate Schedules C, D, E, F, and G, and Rules 1 through 19 following of this tariff apply to ANI Networks Plan except as otherwise provided following.

Table 1

Rate Category	Rate Plan	Cents Per Minute Rate	18 Second Minimum Rate	6 Second Incremental Rate	Required Minimum Monthly Intrastate Usage
VI	ANI 6	\$0.069	\$0.0207	\$0.0069	\$5.00
V	ANI 5	\$0.059	\$0.0177	\$0.0059	\$10.00
IV	ANI 4	\$0.049	\$0.0147	\$0.0049	\$15.00
III	ANI 3	\$0.039	\$0.0117	\$0.0039	\$20.00
II	ANI 2	\$0.029	\$0.0087	\$0.0029	\$25.00
I	ANI 1	\$0.019	\$0.0057	\$0.0019	\$30.00

- A. Reserved for Future Use.
- B. Reserved for Future Use.

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications (N)
d/b/a HorizonOne Communications (N)
d/b/a VoIP Communications (N)
d/b/a Optic Communications (N)
d/b/a ANI Networks (N)
d/b/a Morse Toll-Free (N)
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet No. 16.7
Cancels Original Revised Sheet No. 16.7

RATE SCHEDULE L

ALL MATERIAL ON THIS PAGE IS NEW

Morse Toll-Free Plan

1. Services & Rates

The Company's Morse Toll-Free service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1. All provisions of Rate Schedules C, D, E, F, and G, and Rules 1 through 19 following of this tariff apply to Morse Toll-Free Plan except as otherwise provided following.

Table 1

Rate Category	Rate Plan	Cents Per Minute Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
VI	MORSE 6	\$0.069	\$0.0207	\$0.0069	\$5.00
V	MORSE 5	\$0.059	\$0.0177	\$0.0059	\$10.00
IV	MORSE 4	\$0.049	\$0.0147	\$0.0049	\$15.00
III	MORSE 3	\$0.039	\$0.0117	\$0.0039	\$20.00
II	MORSE 2	\$0.029	\$0.0087	\$0.0029	\$25.00
I	MORSE 1	\$0.019	\$0.0057	\$0.0019	\$30.00

- A. Reserved for Future Use.
- B. Reserved for Future Use.

RATE SCHEDULE M

*** RESERVED FOR FUTURE USE ***

RATE SCHEDULE N

*** RESERVED FOR FUTURE USE ***

RATE SCHEDULE O

*** ALL MATERIAL ON THIS PAGE IS NEW ***

SECTION 11
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES

1 Services & Rates

The Company's Optic Communications' service plan offers switched outbound and inbound service to business subscribers. All rate categories require varying minimum monthly usage. All calls under this plan are subject to an eighteen (18) second minimum and billed in six (6) second increments. Carrier offers services under this tariff based on the Rate Plans and Rate Categories as specified in Table 1. All provisions of Rate Schedules C, D, E, F, and G, and Rules 1 through 19 following of this tariff apply to Optic Communications Plan except as otherwise provided following.

Table 1

Rate Category	Rate Plan	Call Unit Rate	18 Second Minimum Call Unit or Fraction	6 Second Incremental Call Unit or Fraction	Required Minimum Monthly Intrastate Usage
VIII	OPTIC 8	\$0.127	\$0.0381	\$0.0127	\$25.00
VII	OPTIC 7	\$0.099	\$0.0432	\$0.0099	\$50.00
VI	OPTIC 6	\$0.089	\$0.0267	\$0.0089	\$75.00
V	OPTIC 5	\$0.079	\$0.0237	\$0.0079	\$100.00
IV	OPTIC 4	\$0.069	\$0.0207	\$0.0069	\$125.00
III	OPTIC 3	\$0.059	\$0.0177	\$0.0059	\$150.00
II	OPTIC 2	\$0.049	\$0.0147	\$0.0049	\$175.00
I	OPTIC 1	\$0.039	\$0.0117	\$0.0039	\$200.00

A. Reserved for Future Use.

B. Reserved for Future Use.

RATE SCHEDULE O

*** ALL MATERIAL ON THIS PAGE IS NEW ***

SECTION 11
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

4. Fees and Charges

A. Directory Assistance Charge: \$1.25/per call

B. Toll Free Access Service (TFAS)

Each Toll Free Access Service (TFAS) Customer shall pay a monthly account charge of \$15.00 per account.

C. Directory Listing Charge

Each Toll Free Access Service Customer having its toll free number listed in any national, regional, or local directory of toll free access numbers shall pay the monthly listing charge of \$15.00 per number.

D. Diskette Billing Charge: \$15.00/per month

E. Waiver of Charges

A Miscellaneous charge will be waived upon request whenever application of such charge increases a customer's total charges for service above the charges such customer has been offered or has available for the same service from a competing carrier. Company may require documentation or other credible evidence useful in verifying the competitive offering. Nothing herein shall be construed to require Company to waive any charge if in Company's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to customers similarly situated. A customer is similarly situated if the circumstances of that customer are substantially and materially like those which justified the waiver in the first instance.

RATE SCHEDULE O

SECTION 11
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

5 Promotions

A. "25% Invoice Credit" Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with your second invoice following commencement of this promotion on your account, equal to up to 25% of your call long distance charges as shown on your previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any "25% Invoice Credit" credits as applied to the same previous invoice.

Customers with the "25% Invoice Credit" Promotion applied to their account are eligible to have this promotion applied to their account for a maximum of six consecutive invoices. (N)
(N)

B. "Every 4th Invoice Free" Promotion

"Saved" and "winback" customers who meet the eligibility requirements set forth below, may receive credits under the "Every 4th Invoice Free" Promotion as follows:

A credit applied to every fourth invoice, starting with customer's fourth invoice after selection of the promotion (4th, 8th, 12th, 16th, etc.), equal to an average of the long distance call traffic charges appearing on the three invoices immediately preceding the credit invoice, excluding applicable taxes.

This promotion is non-cumulative and CANNOT be carried over to any following month or otherwise accumulated. Should any calculated credit exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have no past due amount on account; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

RATE SCHEDULE O

*** ALL MATERIAL ON THIS PAGE IS NEW ***

SECTION 11
OPTIC COMMUNICATIONS - DESCRIPTION OF SERVICES (Cont'd)

5 Promotions (Cont'd)

C. "First Invoice Free" Promotion

New Optic Communications customers, who meet the eligibility requirements below, may receive credits equal to the total long distance usage charges billed on customer's first invoice, excluding taxes, fees, and surcharges, after the selection of this promotion.

Any credit not extinguished by partial first invoice can be carried over to following month. Any credit carried over cannot exceed 50% of eligible total amount via promotion.

Eligibility. To be eligible for this offering, customer must: have initiated service; have current usage which exceeds the established minimum monthly usage levels for the applicable service and have selected this offering prior to the charges rendered in customer's bill. To retain eligibility, customers subscribing to this promotion must comply with the 60-day notice of cancellation requirement as outlined above in section 3. Failure to do so may result in loss of promotional credit applied to customer's account.

D. "20% Quarterly Rebate" Promotion

New, "saved" and "winback" Optic Communications customers who meet the eligibility requirements set forth below, may receive credits or reimbursement under the "20% Quarterly Rebate" Promotion as follows:

A credit applied to customer's every 3rd invoice in an amount equal to 20% of customer's total long distance usage charges for the previous two invoices. Credit calculation excludes all applicable taxes and line rental charges. This promotion is 0cumulative and CAN be carried over to any following month or otherwise accumulated.

Eligibility. To be eligible for this offering, customers must: have initiated service; have no delinquent account balances; have received consecutive and uninterrupted service for the preceding two invoice periods; and have selected this offering prior to the charges rendered. Customer cannot have previously received multiple Free Invoice credits. Additionally, Customers must contact the Company to confirm the promotion selection after service initiation.

RATE SCHEDULE P

*** RESERVED FOR FUTURE USE ***

RATE SCHEDULE Q

"SIGNATURE" SERVICES

QLC Service

Signature Services are tailored to different classes of customers whose specific service profiles are defined by like-kind characteristics as set forth herein. In addition, these services are billed under and pursuant to the service name (under a service mark or trade mark) as expressly designated herein - the ASignature@ services. Signature Services are offered in conjunction with related local, interstate and international services to the extent expressly so referenced herein and in related jurisdictionally defined tariffs or otherwise. QLC Services therefore constitute a family of services featuring intrastate services under this tariff, interstate and international services, and as and when tariffed in each state, local exchange services, and may include non-tariffed services such as cellular/wireless, paging and Internet access. QLC is a service mark representing a division of the Company. QLC Service is available only where and when network facilities are available.

General Terms: QLC Service includes outbound 1+, facsimile, toll free access and calling card services and is available seven days a week, 24 hours a day.

Rate Description - General: Charges are rated based on time of day, are distance insensitive, and governed by Rule 9 and the associated definitions in Rule 1. Whether for Peak/Business Day hours or Off-Peak/Non-Business Day hours, initial call duration is billed as a Minimum Call Unit (MCU) and is measured at a minimum call duration of 18 seconds, that is, call durations of less than 18 seconds are rounded to a full 18 seconds; and incremental call duration is billed as Incremental Call Units (ICUs) and measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection rounded to the next full 6 seconds of call duration. The Company's standard rate structure applies, that is, non-transport/non-usage charges are billed in Equivalent Call Units (ECUs) distributed over the duration of each call of twenty (20) minutes or less pursuant to Rule 9 except as otherwise provided in this Rate Schedule Q. (R) (R)

RATE SCHEDULE Q

"SIGNATURE" SERVICES

QLC Service (Cont'd)

(T)

Limitations and Disclaimers:

- A. No Service Tie-ins.** Except for credits which are or may be applicable to a Customer's interstate and/or international service as duly tariffed in those jurisdictions, QLC Service is not available to any customer whose intrastate service already contains one or more specialized offerings for service within this state. (T)
- B. Discontinuance.** QLC Service, and/or any applicable credit offers associated therewith, or any term or condition affecting the availability and/or rates for QLC service or associated credit offer, may be discontinued at any time with or without notice to Customer and without liability to customer, any Authorized User or third party. (T)
- C. Service Cancellation, Discontinuance and Termination.** Subject to and to be construed consistent with Rate Schedule Q herein, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances. (T)

1. Definitions

A service or services are considered Acanceled@ when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be Atemporarily discontinued@ when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstated consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be Apermanently discontinued@ when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered Aterminated@ when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QLC Service (Cont'd)

(T)

Limitations and Disclaimers: (Cont'd)

C. Service Cancellation, Discontinuance and Termination. (Cont'd)

2. Cancellation

- a. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- b. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- c. A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QLC Service (Cont'd)

(T)

Limitations and Disclaimers: (Cont'd)

C. Service Cancellation, Discontinuance and Termination. (Cont'd)

3. Temporary Discontinuance

- a. A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.
- b. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company, in Company's sole discretion, with either a deposit or an advance payment, in any case, such deposit or advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.
- c. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company, in Company's sole discretion, with either a deposit or an advance payment.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QLC Service (Cont'd)

(T)

Limitations and Disclaimers: (Cont'd)

C. Service Cancellation, Discontinuance and Termination. (Cont'd)

3. Temporary Discontinuance (Cont'd)

d. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include:

- X Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;
- X Disputes arising from Company's bill presentation format;
- X Disputes arising from Company's rate structure;
- X Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or Aas ordered@ correctness; and/or
- X Customer's dispute of the correctness of Company's determination to reject customer's original Aegitimate@ dispute of Company's charges.

4. Permanent Discontinuance. A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance that the service or services may be reinstated according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstatement of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QLC Service (Cont'd)

(T)

Limitations and Disclaimers: (Cont'd)

C. Service Cancellation, Discontinuance and Termination. (Cont'd)

5. Termination. A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, Acause@ is defined as follows:
 - a. The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
 - b. The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both
 - c. The offering of the service or services is no longer warranted because applicable laws, regulation, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable or operationally impracticable.

AFFINITY NETWORK INCORPORATED
d/b/a QuantumLink Communications
d/b/a HorizonOne Communications
d/b/a VoIP Communications
d/b/a Optic Communications
d/b/a ANI Networks (N)
d/b/a Morse Toll-Free (N)
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Fifty First Revised Sheet No. 16.17.1
Cancels Fiftieth Revised Sheet No. 16.17.1

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QLC Service (Cont'd)

Rates for 1+ and Toll Free Access ("TFA") (800/888/877) Services)

Table 1

Rate Plan	Rate Category
QLC I	10
QLC II	9
QLC III	8
QLC IV	7
QLC V	6
QLC VI	5
QLC VII	4
QLC VIII	3
QLC IX	2
QLC X	1

- A. Any Rate Category 1-8 customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)
- B. Any Rate Category 9 customers in service on or before October 15, 2019, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category 10, effective for all calls on or after January 15, 2020, that are reflected on invoices rendered on or after February 15, 2020. (C/I)

Standard 1+ and Toll Free Access Rates

Subject to rounding provisions contained herein, Company provides its 1+ and toll-free access service to customers not meeting eligibility requirements contained herein at the following rates with no minimum revenue commitment:

Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge
\$0.030	\$0.010	\$0.100	\$0.010

* Min. Call Unit @ 18 seconds + 7 Incremental Call Units @ 6 seconds = Per Minute Charge.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QLC Service Classes

Any business Customer whose usage meets the monthly minimum usage levels set forth following and meeting the eligibility requirements set forth herein is eligible for the applicable class of QLC Service. QLC classes of service apply only to calls that originate and terminate at locations within the state. The following services are eligible under all classes of QLC Services: 1+ Outbound, Toll Free Access (800/888/877), and Calling Card. QLC Services apply only to those Customers whose service commencement date begins from and after the effective date of this tariff.

Eligibility: To be eligible for a class of QLC Service, Customer must: meet or exceed minimum monthly usage levels set forth herein; must not have had its account with any carrier canceled for nonpayment of charges within two years prior to ordering a service; must not have a history of late payment of charges at any time during the 12-month period preceding Customer's service commencement date with QLC; must have originated and terminated calls within the 30 day period preceding Customer's service commencement date with QLC; must not have or have had any delinquencies in payment of applicable charges to a previous service provider, and prior to and at all times during service terms, Customer must have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.

Rates for 1+ and Toll Free Access (TFA - 800/888/877) Services

Subject to the eligibility provisions and the Rates for Calls Terminating to a Mobile Phone or Pager in this Section Q herein for Peak/Business Day hours under the QLC service plans, the 1+ and TFA rates are as follows:

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	\$0.0381	\$0.0127	\$0.127	\$0.0127	\$0-\$4.99	
QLC II	\$0.0297	\$0.0099	\$0.099	\$0.0099	\$5.00-\$9.99	
QLC III	\$0.0267	\$0.0089	\$0.089	\$0.0089	\$10.00-\$14.99	
QLC IV	\$0.0237	\$0.0079	\$0.079	\$0.0079	\$15.00-\$19.99	
QLC V	\$0.0207	\$0.0069	\$0.069	\$0.0069	\$20.00-\$24.99	
QLC VI	\$0.0177	\$0.0059	\$0.059	\$0.0059	\$25.00-\$29.99	
QLC VII	\$0.0147	\$0.0049	\$0.049	\$0.0049	\$30.00-\$34.99	
QLC VIII	\$0.0117	\$0.0039	\$0.039	\$0.0039	\$35.00+	
QLC IX**	\$0.0147	\$0.0049	\$0.049	\$0.0049	\$25.00	
QLC X***	\$0.0087	\$0.0029	\$0.029	\$0.0029	\$30.00	(N)

* Minimum Call Unit @ 18 secs. + 7 Incremental Call Units @ 6 secs. = Per Minute Charge.

** QLC Plan Of Service IX can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

*** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers. (N)
(N)

RATE SCHEDULE Q
 "SIGNATURE" SERVICES (Cont'd)

QLC Service (Cont'd)

Rates for 1+ and Toll Free Access (TFA - 800/888/877) Services (Cont'd)

Subject to the eligibility provisions and the Rates for Calls Terminating to a Mobile Phone or Pager in this Section Q herein, the following Off-Peak/Non-Business Day 1+ and TFAS rates apply.

Plan of Service	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge	Minimum Revenue Commitment	
QLC I	\$0.0381	\$0.0127	\$0.127	\$0.0127	\$0-\$4.99	
QLC II	\$0.0297	\$0.0099	\$0.099	\$0.0099	\$5.00-\$9.99	
QLC III	\$0.0267	\$0.0089	\$0.089	\$0.0089	\$10.00-\$14.99	
QLC IV	\$0.0237	\$0.0079	\$0.079	\$0.0079	\$15.00-\$19.99	
QLC V	\$0.0207	\$0.0069	\$0.069	\$0.0069	\$20.00-\$24.99	
QLC VI	\$0.0177	\$0.0059	\$0.059	\$0.0059	\$25.00-\$29.99	
QLC VII	\$0.0147	\$0.0049	\$0.049	\$0.0049	\$30.00-\$34.99	
QLC VIII	\$0.0117	\$0.0039	\$0.039	\$0.0039	\$35.00+	
QLC IX**	\$0.0147	\$0.0049	\$0.049	\$0.0049	\$25.00	
QLC X***	\$0.0087	\$0.0029	\$0.029	\$0.0029	\$30.00	(N)

* Minimum Call Unit @ 18 secs. + 7 Incremental Call Units @ 6 secs. = Per Minute Charge.

** QLC Plan Of Service IX can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers.

*** QLC Plan Of Service X can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers. (N)

Rate Plan Adjustments for Non-Calling Plan Customers

A. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for QLC II Rate Plan customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 2, 2000, shall be uniformly rated at the QLC I rate plan as set forth preceding.

B. Subject to the Save/Winback Off-Peak/Non-Business Day Adjustments following, the off-peak/non-business rates preceding for all other customers, whose service is not part of an unexpired term, rate guarantee or similar calling plan, not subject to treatment procedures, and whose rates have not been changed in any of the four invoices preceding October 2, 2000, shall be uniformly rated at the QLC II rate plan as set forth preceding.

Rate Plan Adjustment for Customers Billing \$50.00 or Less

A. Any Rate Category 1-6 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part on an unexpired term plan or usage rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted upward by two Rate Categories effective December 1, 2001.

B. Any Rate Category 7 customer (as defined in Table 1) in service before August 30, 2001, whose services are not part of an unexpired term plan or rate guarantee and which are not subject to treatment procedures, and who billed \$50.00 or less in intrastate calling charges on their November invoice, shall have their peak/business day rates adjusted to Rate Category 8 effective December 1, 2001.

Rates for Calls Terminated to a Mobile Phone or Pager

All calls terminated to a mobile phone or pager shall be charged the following rates:

	Minimum Call Unit	Incremental Call Unit	Per Minute Charge*	Equivalent Call Unit Charge
Peak/Business Day	\$0.0447	\$0.0149	\$0.1490	\$0.0149
Off-Peak/Non-Business Day	\$0.0447	\$0.0149	\$0.1490	\$0.0149

* Minimum Call Unit @ 18 seconds + 7 Incremental Call Unit @ 6 seconds = Per Minute Charge.

*** ALL MATERIAL ON THIS SHEET IS NEW ***
RATE SCHEDULE Q
"Signature Services" (Cont'd)

QLC Services (Cont'd)
Limited-Class Switched Rates

1. **Dedicated Rates.** The following rates are available to new customers and "save" or "winback" customers with T-1 access lines.

A. D-1 Rate Plan

D-1 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0177	\$0.0059
Off-Peak/Non-Business Day	\$0.0177	\$0.0059

B. D-2 Rate Plan

D-2 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

C. D-3 Rate Plan

D-3 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$120.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

D. D-4 Rate Plan

D-4 rates are provided to customers with T-1 access lines whose estimated minimum monthly intrastate usage is over \$130.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0087	\$0.0029
Off-Peak/Non-Business Day	\$0.0087	\$0.0029

**** The material formerly appearing on this page now appears on page 16.17.1 ****

***** ALL MATERIAL ON THIS PAGE IS NEW *****
RATE SCHEDULE Q

"Signature Services" (Cont'd)

QLC Services (Cont'd)

Limited-Class Switched Rates (Cont'd)

2. **Limited-Class "X" Rates.** The following rates are available to new customers and "save" or "winback" customers. Calls made under these rate plans shall not be subject to the addition of ECU's as described on Page 17 and Page 19.1 through 19.2 following.

A. X-1 Rate Plan

X-1 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$100.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

B. X-2 Rate Plan

X-2 rates are provided to customers whose estimated minimum monthly intrastate usage is over \$110.00 at the following rates:

	Minimum Call Unit <u>or Fraction</u>	Incremental Call Unit <u>or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Calling Card Rates

Subject to rounding provisions as explained herein, charges for calling card usage under all classes of QLC services are as follows:

Peak/ Business Day			Off-Peak/ Non-Business Day		
MCU <u>18 Secs.</u> (R)	ICU <u>6 Secs.</u>	ECU _____	MCU <u>18 Secs.</u> (R)	ICU <u>6 Secs.</u>	ECU
\$0.0426 (R)	\$0.0142	\$0.0142	\$0.0381 (R)	\$0.0127	\$0.0127

Companion Federal Rate Guarantee

- A. For a Customer who maintains eligibility for and receives service under the QuantumLink Communications Plan, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's QuantumLink Communications Plan for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer. Calling Card services are not eligible for this rate guarantee.
- B. Calling Card services are not eligible for this rate guarantee.

Customer Credit Programs

Customer Loyalty Credits: Each QLC Customer meeting the eligibility requirements set forth herein shall receive the respective Customer Loyalty Credit calculated in accordance with the following provisions.

- A. **Length of Service Credit.** For twelve invoices covering consecutive months of uninterrupted service, a credit shall be calculated equal to the average of the Customer's monthly usage (excluding fees, taxes, surcharges, assessments, and similar charges) for the preceding consecutive service period covering twelve invoices.
- B. **Eligibility.** To be eligible for a Length of Service Credit each Customer must: have initiated service at least 12 months prior to the first day in the period of service covered by Customer's thirteenth invoice; have current usage which meets or exceeds the established minimum monthly usage levels as set forth herein; have no record of nonpayment in any of the preceding consecutive twelve-month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected this credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under A. Length of Service Credit, preceding.

**** ALL MATERIAL ON THIS PAGE IS NEW ****

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

"One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- A. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- B. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Customer Loyalty Plans

General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Loyalty Plan" or "CLP," the purpose and/or design for which is to retain QLC= competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CLP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Loyalty Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of QLC originated from and terminated to locations within this state whenever QLC determines that but for the availability of these rates, QLC will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). (T)

The following terms and conditions must exist for any CLP to be valid.

- A. CLPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CLP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CLP must demonstrate the existence of circumstances substantially and materially like those which justified the CLP as tariffed.
- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CLP may, nonetheless, be able to qualify for a different or new CLP tailored to that Customer's circumstances.
- D. CLPs are available for all published rates. (T)
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by QLC, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in the Customer Loyalty Plans of Rate Schedule Q. (T)
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Loyalty Plans. QLC shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with QLC. Additional terms and/or conditions, such as term or volume commitments may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by QLC prior to institution of the first billing for services under the applicable Customer Loyalty Plans. (T)

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Customer Loyalty Plans (Cont'd)

General Terms and Conditions (Cont'd)

G. Customer Loyalty Plans I-III

1. Customer Loyalty Plan I.

- a. QLC I and II Class of Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th invoice as provided following.
- b. For each five invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive five-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied. (C)
(C)
(T)
(N)
- c. Eligibility. To be eligible for the 6th invoice free bonus, each Customer must:
- X have initiated service under the QLC I or II Class of Service;
 - X have current usage which exceeds the established minimum monthly usage levels for the applicable QLC I or II Class of Service;
 - X have no record of nonpayment in any of the preceding consecutive fifth-month period of service;
 - X have received five consecutive and uninterrupted invoices over the preceding five-month period;
 - X have selected the 6th invoice free bonus incentive prior to the first day in the period of service covered by Customer's fifth invoice; and
 - X pay all charges rendered in Customer's fifth invoice in excess of the amount of the applicable credit as calculated under G.1.a preceding.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Customer Loyalty Plans (Cont'd)

General Terms and Conditions (Cont'd)

G. Customer Loyalty Plans I-III (Cont'd)

2. Customer Loyalty Plan II

a. QLC III and IV Class of Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 9th invoice as provided following.

b. For each eight invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive eight-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(C)
(T/N)
(N)

c. Eligibility. To be eligible for the 9th invoice free bonus, each Customer must:

- X have initiated service under the QLC III or IV Class of Service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable QLC III or IV Class of Service;
- X have no record of nonpayment in any of the preceding consecutive eight-month period of service;
- X have received eight consecutive and uninterrupted invoices over the preceding eight-month period;
- X have selected the 9th invoice free bonus incentive prior to the first day in the period of service covered by Customer's eighth invoice; and
- X pay all charges rendered in Customer's eighth invoice in excess of the amount of the applicable credit as calculated under G.2.a, preceding.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Customer Loyalty Plans (Cont'd)

General Terms and Conditions (Cont'd)

G. Customer Loyalty Plans I-III (Cont'd)

3. Customer Loyalty Plan III

a. QLC V and VI Class of Service Customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 13th invoice as provided following.

b. For each twelve invoices of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive twelve-month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(C)
(T)
(N)

c. Eligibility. To be eligible for the 13th invoice free bonus, each Customer must:

- X have initiated service under the QLC V or VI Class of Service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable QLC V or VI Class of Service;
- X have no record of nonpayment in any of the preceding consecutive twelve-month period of service;
- X have received twelve consecutive and uninterrupted invoices over the preceding twelve-month period;
- X have selected the 13th invoice free bonus incentive prior to the first day in the period of service covered by Customer's twelfth invoice; and
- X pay all charges rendered in Customer's twelfth invoice in excess of the amount of the applicable credit as calculated under G.3.a, preceding.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Customer Loyalty Plans (Cont'd)

General Terms and Conditions (Cont'd)

- H. Loyalty Awards.** Customers who qualify as either a "winback" or a "save" qualify to receive additional Loyalty Awards.
1. "Welcome Back Invoice@ Award. Each Customer who qualifies as either a "winback" or "save" shall receive its first invoice free, a "Welcome Back Invoice," that is, a credit equal to the charges for the first period of service (may be less than 30 days). The credit equal to the charges in the Welcome Back Invoice will appear in the invoice for the fourth billing cycle following the service period to which the Welcome Back Invoice applies.
 2. Free Minutes Bonus Incentive. Customers who qualify as either a "winback" or "save" shall be awarded 500 free minutes of either domestic United States interstate calling or intrastate calling, based on the lower of the two rates.
 3. Companion Local Service Bonus Incentive. Where an effective tariff is on file in this state to provide local exchange telephone service in conjunction with the Customer Loyalty Plans provided for herein, Customers who qualify as either a "save" or "winback," who meet and maintain the applicable eligibility requirements as set forth in this Schedule Q, and who order or take local exchange telephone service in conjunction with the services offered hereby, will receive an additional bonus incentive of the applicable discounts on the local service offerings tariffed in this state.
- I. [Telecompetitive Service Offerings] (N)**
- The following Telecompetitive Service Offerings are only available as provided in Rate Section G preceding. (N)
- I.1 Facsimile / Non-Voice Communications (T)**
- For any customer who qualifies as a "save" or "winback" customer under Rate Section G, Company shall waive non-transport/non-usage charges (equivalent call units) for lines used for facsimile / non-voice communications lines. (T)
- I.2 Freedom Plan Plus (N)**
- For Customers who qualify as either a "winback" or "save" under Rate Section G preceding regarding TSOs, Company shall waive, upon request, the billing of Non-transport charges (ECUs) on all calls. (N)
- J. Save/Winback Off-Peak/Non-Business Day Adjustment**
- Customers whose rates are adjusted pursuant to the Rate Plan Adjustment for the Non-Calling Plan Customers preceding and who then qualify as a A save @ or A winback @ customer are eligible to be rerated to the rates as applicable, prior to any applicable adjustment.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Miscellaneous Charges

Directory Assistance

Standard Directory Assistance: A Standard Directory Assistance charge applies to all calls made from points within California to intrastate Directory Assistance. Up to two requests for listings within the area code dialed may be made on each call to Directory Assistance. The Directory Assistance charge applies whether or not the requested telephone number is provided. Directory Assistance is available to Customers of QLC2000 for any outbound QLC2000 calling plan when switched access lines are used to originate calls.

Per Call
Directory Assistance Charge \$1.25

Remote Access Surcharge

A surcharge applies to all calls originated at payphones using a service access code.

Per Call \$ 0.69 (I)

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Miscellaneous Charges (Cont'd)

Rates and Billing for Delinquent Accounts

When payment of charges, which are due upon receipt, remain unpaid after 59 days from the invoice date, the Customer's rates are subject to adjustment and special billing procedures as follows.

- A. Charges incurred for the period from the first day of the month or other billing cycle following the last day of the preceding month or other billing cycle through the end of the current month or billing cycle, shall be adjusted as follows:

Charges for call duration are rerated and billed at the highest rate tariffed for the type of service rendered. A surcharge of \$0.35 per call also applies.

- B. Upon payment of all unpaid charges, any late fees, and the per call surcharges under this section, a Customer whose rates have been adjusted and billed under this section will be restored to service at the rates applicable to its services prior to its becoming delinquent in payment. (C)

- C. **Waiver of Charges** - A Miscellaneous charge or charges will be waived upon request whenever application of such charge or charges increases a Customer's total charges for service above the charges such Customer has been offered or has available for the same service from a competing company. QLC2000 may require documentation or other credible evidence useful in verifying the competitive offering and any waiver is subject to the net revenue test as defined by Regulatory Authorities. Nothing herein shall be construed to require QLC2000 to waive any charge if in QLC2000's sole and exclusive discretion, such waiver conflicts or may conflict with law or regulation. Waivers will be granted to all Customers similarly situated. A Customer is similarly situated if the circumstances of that Customer are substantially and materially like those which justified the waiver in the first instance. QLC2000 shall not be liable in the administration of waivers except for wilful misconduct.

*** ALL MATERIAL ON THIS SHEET IS NEW ***

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Miscellaneous Charges (Cont'd)

Account Recourse Charges (ARCs)

Customers choosing to close their respective accounts with Company prior to the completion of a continuous service period of six consecutive invoices are subject to Account Recourse Charges (ARCs). Account Recourse Charges include one of two adjustments in 1+ and toll free access service rate(s) and a separate adjustment in calling card rates for the final period of service which immediately precedes Customer's service termination. Application of ARC charges are determined on the day prior to the final day of active service for each Customer, that is, the last day on which Customer utilizes the Company's services. All ARCs are billed in the final invoice rendered. ARC charges do not apply if the final day of active service is the last day of the Customer's first invoice period.

- | | | |
|-----------|---|--|
| A. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is less than 18 days into Customer's final billing cycle. | \$0.398 per applicable full billing increment |
| B. | Final Adjusted Invoice Rate (FAIR)
For a Customer whose last service date is more than 18 days into Customer's final billing cycle. | \$ 0.199 per applicable full billing increment |
| C. | Final Adjusted Invoice Rate (FAIR)
Calling Card Service | \$ 0.142 per applicable full billing increment
for all services plus a call set up charge of
\$0.50 per call |

Separate FAIR charges are applied pursuant to Company's applicable international and interstate tariffs.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Methodology for Determining Call Charges

Rate Basis: Charges are based on access to and usage of the QLC2000 network and QLC2000's related costs of operation. Charges cease when the call is effectively disconnected from the network. Effective disconnection will vary depending on such factors as the availability or absence of automatic timing equipment deployed in the network, failure of one party to effect disconnection, attachment of Customer or other party's equipment or for other reasons beyond QLC2000's control. QLC2000 assumes no liability for holding time durations or other call completion problems over which it has no control.

Included Costs: Subject to the provisions set forth on Original Sheet No. 16.26 preceding governing billing for delinquent accounts, charges for calls are based on network usage and network support costs.

Rounding: QLC2000 follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole billing increment, e.g., a six-second increment, the call's duration is rounded to the next whole billing increment, i.e., the next whole 6-second increment. Rounding varies based on the call increments used in billing for a particular service. One or more of the following rounding methodologies may be applied to a particular service only when and as tariffed herein.

A. Rounding at 18/6. Services with billing increments of 6 second increments with an 18-second minimum, are billed as follows - initial call duration is measured in a minimum of 18 seconds, that is, durations of less than 18 seconds are rounded to a full 18 seconds and for incremental usage, call duration is measured by call duration segments of not less than 6 seconds with the final call segment just prior to effective disconnection, rounded to the next full 6 seconds of call duration.

(R)

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(R)

(D)

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(D)

(D)

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|
(D)

B. Other Rounding Methods. From time to time, QLC2000 may tariff and apply other rounding methodologies with combinations of call unit values different from those in the preceding section.

(T)

(T)

(D)

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Advantage Card Service (ACS)

Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer (ATotal Calling Advantage@).

Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of Aon-line@ services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

Limitations and Disclaimers

- A. ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B. The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C. ACS Calling Advantages are not available with any other promotional offering, or any Asave/winback@ program offered by Company except as provided in E following.
- D. Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- E. Subject to and in accordance with the provisions of "Customer Loyalty Plans," preceding, and the eligibility requirements herein preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to Asave@ or Awinback@ such Customers; provided that at the time Customer is Asaved@ or Awinback,@ Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required herein preceding.
- F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Advantage Card Service (ACS) (Cont'd)

Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

Rates

The calling card rates set forth in this Rate Schedule Q preceding apply to ACS service.

*** ALL MATERIAL ON THIS PAGE IS NEW. ***

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@)

A. General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

1. CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
2. A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.
3. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

A. General Terms and Conditions (Cont'd)

4. CAPs are available for all published rates.
5. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed herein.
6. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
7. To receive the Invoice Free CAPs pursuant to B through and including F following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility, except as otherwise provided following. (C)
(C)
(C)

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

B. Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

1. For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, and for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(T)
(T/N)
(N)

2. Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
- X have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
- X have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
- X pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under B.1, preceding.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

C. Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

1. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice; for the consecutive nine-month period preceding Customer's 10th invoice; and for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
(T)
(T)
(T/N)
(N)

2. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
- X have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
- X have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- X pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under C.1, preceding.

*** ALL MATERIAL ON THIS PAGE IS NEW. ***

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

D. Customer AThanks for Taking the Time@ Advantage Plan (ATTT")

1. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

- (a) Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

- (b) Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.142	\$0.142

- (c) Availability. Company's TTT-1 service promotion is available on and after July 19, 2000, until January 19, 2001, (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company.

- (d) Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

- D. Customer AThanks for Taking the Time@ Advantage Plan (ATTT") (Cont'd) (T)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (T)
- On and after July 19, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's AThanks for Taking the Time@ service promotion. (C)
- (a) Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage. (T)
- | <u>Denomination</u> | <u>Monthly Usage Volume</u> |
|---------------------|-----------------------------|
| \$250.00 | \$250.00+ |
- (b) Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment. (T)
- | <u>Minimum Call Unit Value</u>
<u>@ 60 seconds or Fraction</u> | <u>Incremental Call Unit Value</u>
<u>@ 60 seconds or Fraction</u> |
|---|---|
| \$0.142 | \$0.142 |
- (c) Availability. Company's TTT service promotion is available on and after July 19, 2000 until January 19, 2001 (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company. T/C (C)

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

- D. Customer AThanks for Taking the Time@ Advantage Plan (ATTT") (Cont'd) (T)
2. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan (Cont'd) (T)
- (d) Limitations. Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation. (T)
- (e) Second Card Availability. During the term of this promotional offering, a second TTT Card in the same denomination listed in D.2.a preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule Q, following. (T)

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

E. Customer S&W Prepaid Advantage Plan

On and after July 19, 2000, any customer which qualifies as a Asave@ or Awinback@ customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the Asaved@ or Awonback@ Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

Customer's Prior Month's 2.5 Factor Non-Calling Card Charges*		S&W Calling Card Denomination (s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

1. Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit <u>@ 60 seconds or Fraction</u>	Incremental Call Unit <u>@ 60 seconds or Fraction</u>
\$0.142	\$0.142

2. Availability. Company's S&W Card service promotion is available on and after July 19, 2000 until January 19, 2001 (Asunset date@) unless sooner terminated in the sole and exclusive discretion of Company.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

(D)

E. Customer S&W Prepaid Advantage Plan (Cont'd)

3. Limitations. Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).

4. Second S&W Card Availability. An additional S&W Card(s) in the qualifying denomination of the Customer as listed in E.1 preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth under "INETBA Service" in this Rate Schedule Q, following.

(C)

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

1. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges") as follows: for the consecutive five month period preceding Customer's 6th invoice; for the consecutive eight-month period preceding Customer's 9th invoice; for the consecutive twelve-month period preceding Customer's 13th invoice; for the consecutive eighteen-month period preceding Customer's 19th invoice; for the consecutive twenty-one-month period preceding Customer's 22nd invoice; and for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

(C)
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(T)
(N)
(N)

*** ALL MATERIAL ON THIS SHEET IS NEW. ***

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

F. Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

2. Eligibility. To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:

- X have initiated service;
- X have current usage which exceeds the established minimum monthly usage levels for the applicable service;
- X have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
- X have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
- X have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
- X pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under F.1, preceding.
- X Contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to F.1 preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

QuantumLink Communications Customer Advantage Plans (ACAPs@) (Cont'd)

Customer Advantage Plans (ACAPs@) (Cont'd)

G. Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Customer Advantage Plans, A., General Terms and Conditions of this Rate Schedule Q, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

H. Save/Winback Off-Peak/Non-Business Day Adjustment

Customers whose rates are adjusted and who then qualify as a "save" or "winback" customer are eligible to be rerated to the off-peak rate, as applicable, prior to any applicable adjustment.

(N)
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(N)

*** ALL MATERIAL ON THIS PAGE IS NEW ***

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Service Term Invoice Free Credit.

New customers or customers who qualify as either a Asave@ or a Awinback@ and who meet the eligibility requirements set forth following shall receive the Service Term Invoice Free Credit.

Credit

For the entire service term of each new customer or customer that qualifies as either a Asave@ or Awinback@ customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service (Acredit invoice@) equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

Eligibility

To be eligible for the Service Term Invoice Free Credit, each customer must:

- A. Have initiated service under a QuantumLink Communications Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated preceding.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2000
Resolution No. _____

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Service Term Invoice Free Credit II.

New customers or customers who qualify as either a Asave@ or a Awinback@ and who meet the eligibility requirements set forth shall receive the Service Term Invoice Free Credit II.

Credit

For the entire service term of each new customer or customer that qualifies as either a Asave@ or Awinback@ customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service (Acredit invoice@) equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

Eligibility

To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A. Have initiated service under a QuantumLink Communications Plan;
- B. Have current usage which exceeds the established minimum monthly usage levels for the applicable QuantumLink Communications Plan;
- C. Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D. Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E. Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F. Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated preceding.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C
AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2000
Resolution No. _____
SCHEDULE CAL P.U.C. NO. 2-T
Original Sheet No. 16.27.16

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Cross Over Special Service Offers

Cross Over Credit (COC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- X The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- X If earned, as specified in A. preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
- X This credit is not available with Company's Cross Over Credit Card offering set forth following.
- X The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
- X A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Original Sheet No. 16.27.17

*** ALL MATERIAL ON THIS PAGE IS NEW ***

"SIGNATURE" SERVICES (Cont'd)

~~Cross Over Special Service Offers (Cont'd)~~

Cross Over Century Card (COCC)

A. To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.

B. Limitations and Disclaimers

- X This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
- X The COCC card will be issued following Customer's commencement of service.
- X This offer is not available with Company's 5% credit offer set forth preceding.
- X The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
- X Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Original Sheet No. 16.27.18

*** ALL MATERIAL ON THIS PAGE IS NEW ***

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

Cross Over Special Service Offers (Cont'd)

Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

- X To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- X COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- X If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

Advice Letter No. 75
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: June 29, 2001
Effective: July 4, 2001
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
Original Sheet No. 16.28

All Material On This Sheet Is New.

RATE SCHEDULE Q

"SIGNATURE" SERVICES (Cont'd)

INETBA Service

INETBA Service offers Company's intrastate interexchange services in exclusive combination with its Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this tariff is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calling. All rates and other provisions of this Rate Schedule Q apply to INETBA Service except as otherwise provided.

Advice Letter No. 46
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: November 23, 1999
Effective: December 3, 1999
Resolution No. _____

RULES

Rule 1 - Definitions

Bill Second: One-sixtieth of a Minute of use rounded to the next highest tenth of a Minute of use.

Call Units: The basic unit by which calls are rated measured in tenths of a Total Call Unit to recover Carrier's transport and non-transport costs and which are designated as either Initial, Incremental, Equivalent, Minimum Billed or Total Call Units as defined herein.

Carrier or Company: Affinity Network Incorporated.

Cents Per Minute of Usage - (CPMU) means the Carrier's charges billed in whole cents or fractions of cents as Minimum and/or Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected from the network, but is not inclusive of non-transport, non-usage charges.

CPUC or Commission: The Public Utilities Commission of the State of California.

Customer: A person or entity that has entered into a contract with Carrier for the provision of California intrastate telecommunications services under the terms of this tariff.

Equivalent Call Unit (ECU): A Call Unit equal to one-tenth of a Total Call Unit, one or more of which are applied to a call as specified in this tariff to recover the non-transport costs incurred by Carrier in providing service.

Incremental Call Unit (ICU): A Call Unit equal to one-tenth of a Total Call Unit, one or more of which are applied to a call as specified in this tariff to recover the additional transport costs (measured in 6, 30, 60 or other increments of Bill Seconds) incurred by Carrier for calls which exceed the minimum usage period (i.e., 18, 30, 60 or other increment of Bill Seconds) covered by an applicable Initial Call Unit.

Initial Bill Second Intervals (IBSI): Time intervals expressed in Bill Seconds for which one to four Equivalent Call units apply as provided in Rule 9 of this tariff.

Initial Call Unit (InCU): Minimum Call Unit.

Minimum Call Unit (MCU): The minimum number of Call Units (3, or three-tenths of a Total Call Unit) applicable to each call to establish the minimum charge for each call and including Equivalent Call Units as specified for the Usage Increments specified for Initial Call Units in this tariff. (R)

Minute of Use (MOU): A minute of call usage (transport) measured by the total of applicable Call Units as defined herein Initial, Incremental, and Minimum Billed.

Off-Peak/Non Business Day: 4:01 pm to 8:59 am, Monday through Friday, and all day Saturday and Sunday.

Peak Period/ Business Day: From 9:00 am to 4:00 pm, Monday through Friday.

RULES

(Continued)

Rule 1 - Definitions (continued)

Total Call Units (TCUs): The total number of applicable Call Units (Initial, Incremental, Minimum Billed and/or Equivalent) billed in whole numbers and fractionally in tenths, (e.g., .3, 1.2, 2.5, 11.1, etc.) used to determine the charges necessary to recover the Carrier's transport and non-transport costs incurred in providing services pursuant to this tariff.

Usage Increments: Increments of use measured in Bill Seconds (up to a maximum of 609 Bill Seconds) as specified in this tariff by which the Equivalent Call Units applicable to a call are determined.

(T)

Rule 2 - Description of Service

Carrier has been granted authority by the CPUC to provide twenty-four (24) hour intrastate interLATA and intraLATA long distance telecommunications service from and to origination and termination points in the State of California.

Rule 3 - Customer Application for Service

Customers desiring Carrier's service may be asked to complete an application form which may provide the basis for drafting a service contract with the customer consistent with the terms specified in this tariff.

Rule 4 - Contracts - Contractual Requirements

Any customer service contract shall contain the following provision: This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may from time to time direct in the exercise of its jurisdiction.

Rule 5 - Special Information Required on Forms

No special information is required.

Rule 6 - Establishment and Reestablishment of Credit

Carrier reserves the right to examine the credit records of all applicants and customers. Carrier may examine the credit profile/record of any applicant prior to entering into a service contract. In the event Carrier denies a request for service, the applicant shall be notified in writing.

Rule 7 - Deposits and Advance Payments

Carrier may, in order to safeguard its interests, require an applicant to make a suitable deposit to be held as a guarantee of the payment of charges. In addition, an existing customer may be required to make a deposit or to increase a deposit presently held. Pursuant to CPUC Decision No. 90-08-032, the deposit shall not exceed an amount equal to one month's estimated usage, unless otherwise justified by Carrier in an advice letter filing with the Commission. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year. Any customer who has paid all bills rendered by Carrier in a prompt and timely manner for a full year after the making of a deposit shall be entitled to the return of said deposit with accrued interest.

(N)

(N)

(N)

Carrier may require a deposit to establish or re-establish service if and only if an applicant for service is unable to demonstrate acceptable credit to the satisfaction of the carrier. Failure to provide a social security number shall not be cause for requiring a deposit. Carrier may not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

(N)

(N)

(N)

(N)

RULES

(Continued)

Rule 8 - Method of Serving Notices

Any notice Carrier may give to a customer or his authorized representative shall be by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to Carrier.

Except for cancellation of service or as otherwise provided by these Rules, any notice from any customer may be given to Carrier orally by the customer or any authorized representative, or by written notice mailed to Carrier.

Rule 9 - Rendering and Payment of Bills

Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer. Bills are due and payable on the date of presentation, including closing bills, special bills, bills rendered on vacation of premises or bills rendered to persons discontinuing service. Any invoiced amounts unpaid within twenty-two (22) days after the date of presentation are overdue.

Carrier shall credit payments effective the business day payments are received. The date after which a bill is considered overdue and delinquent, and after which late charges may accrue, shall not be earlier than 22 days after the date the bill was mailed. Late payment penalty is 1.5% per month on the balance overdue. Subscribers shall not be liable for late payments on disputed amounts that are resolved in the subscriber's favor.

Charges for completed calls are based on usage of the Carrier's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.

Charges for a completed call are determined by adding all applicable Call Units as defined in this tariff - Incremental, Minimum, and Equivalent.

(N)
(N)
(N)
(N)

*** MATERIAL FORMERLY APPEARING ON THIS SHEET NOW APPEARS ON THIRD REVISED SHEET NO. 19.1. ***

Advice Letter No. 94
Decision No. 91-03-012
U-5229-C

Issued by:
Tariff Administrator

Date Filed: October 4, 2004
Effective: October 9, 2004
Resolution No. _____

RULES (Continued)

Rule 9 - Rendering and Payment of Bills

Call Unit Calculations

Total charges per call are calculated by using the information provided in Tables 1 or 2 to determine Total Call Units ("TCU's") in each call and by multiplying the TCU's by the rates applicable to the service provided. The following tables may be used to determine the TCU's in any call of a specified duration as shown following:

TABLE 1 - Calls of a Minute or Less

<u>Duration (In seconds)</u>	<u>TCU's</u>	
1-18*	3.1	(I)
19-22	3.2	
23-24	3.3	
25-26	3.4	
27-30	3.5	
31-35	3.7	
36	3.8	
37-42	3.9	
43-44	4.0	
45-48	4.1	
49-53	4.2	
54	4.3	
55-59	4.4	
60	4.5	(I)

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

<u>Duration (In minutes)</u>	<u>Formula Calculations</u>	
1-19.9	TCU's = [Call Duration (in minutes) x 2 + 2.5]	(I)
20 +	TCU's = [Call Duration (in minutes) + 22.5]	(I)

Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)

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RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)

(D)

(D)

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)

(D)

(D)

RULES
(Continued)

Rule 9 - Rendering and Payment of Bills (Cont'd)

(D)

(D)

All calls include Incremental, Minimum, and Equivalent Call Units.

Application of ICU, MCU and ECU

- A. **Except as provided otherwise**, all calls incur charges for Minimum and applicable Equivalent Call Units and all calls of more than 18 seconds will also incur charges for applicable Incremental Call Units.
- B. **Non-transport charges (ECUs) do not apply to Company's modem service.**

Bills may be paid by mail or in person at the business office of the Carrier. All charges for service are payable only in United States currency; payment may be made by cash, check, money order or cashier's check.

To the extent that Carrier employs the billing services of an authorized local exchange carrier, the terms of the local exchange carrier's tariff rules on rendering and payment of bills will apply.

RULES

(Continued)

Rule 9B - Calculation of Charges Under Call Unit Rate Structure

A. Rounding

1. Rounding at 18/6. Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole six second increment, the call's duration is rounded to the next whole 6 six second increment. Services with billing increments of 6 second increments with a 18 second minimum are billed as follows - a minimum of 3 call units, equal to either 3 ICUs of 6 seconds each, or 1 MCU of 18 seconds as the minimum, with additional call duration rounded to the next higher 6 second increment, i.e., the next ICU having a value in this case of a whole 6 seconds.
2. Rounding to Whole Cents. Charges for each call are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4233 would be rounded up to \$1.43).

B. Reserved for Future Use

(T)

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Advice Letter No. 84
Decision No. 91-03-012

Issued By:
Tariff Administrator

Date Filed: February 13, 2003
Effective: March 15, 2003

U-5229-C
AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

Resolution No. _____
SCHEDULE CAL P.U.C. NO. 1-T
First Revised Sheet 19.2.2
Cancels Original Sheet 19.2.2

RULES
(Continued)

~~Rule 9B - Calculation of Charges Under Call Unit Rate Structure (Cont'd)~~

B. Reserved for Future Use

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Advice Letter No. 84
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: February 13, 2003
Effective: March 15, 2003
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 1-T
First Revised Sheet 19.2.3
Cancels Original Sheet 19.2.3

Rule 9B - Calculation of Charges Under Call Unit Rate Structure (Cont'd)

B. Reserved for Future Use

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Advice Letter No. 84
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: February 13, 2003
Effective: March 15, 2003
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 1-T
First Revised Sheet 19.2.4
Cancels Original Sheet 19.2.4

RULES
(Continued)

Advice Letter No. 84
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: February 13, 2003
Effective: March 15, 2003
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 1-T
First Revised Sheet 19.2.5
Cancels Original Sheet 19.2.5

RULES
(Continued)

Rule 9B - Calculation of Charges Under Call Unit Rate Structure (Cont'd)

Advice Letter No. 84
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: February 13, 2003
Effective: March 15, 2003
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
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SCHEDULE CAL P.U.C. NO. 1-T
First Revised Sheet 19.2.6
Cancels Original Sheet 19.2.6

RULES
(Continued)

Rule 9B - Calculation of Charges Under Call Unit Rate Structure (Cont'd)

B. Reserved for Future Use

(D)

Advice Letter No. 84
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: February 13, 2003
Effective: March 15, 2003
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 1-T
First Revised Sheet 19.2.7
Cancels Original Sheet 19.2.7

RULES
(Continued)

Rule 9B - Calculation of Charges Under Call Unit Rate Structure (Cont'd)

B. Reserved for Future Use

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Advice Letter No. 84
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: February 13, 2003
Effective: March 15, 2003
Resolution No. _____

AFFINITY NETWORK INCORPORATED
250 Pilot Road, Suite 300
Las Vegas, NV 89119

SCHEDULE CAL P.U.C. NO. 2-T
First Revised Sheet 19.3
Cancels Original Sheet 19.3

RULES

Rule 10 - Disputed Bills

In the case of a billing dispute between a subscriber and a carrier, the carrier shall investigate the charges the subscriber has informed the carrier are in question, and shall reach a determination and communicate it to the subscriber within 30 days. During the time the investigation is pending, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the charge. If the subscriber prevails, no late charge or penalty may be imposed on the amount in dispute. (N)

All disputed charges for any telecommunications service are subject to a rebuttable presumption that the charges are unauthorized unless there is (i) a record of affirmative subscriber authorization; (ii) a demonstrated pattern of knowledgeable past use; or (iii) other persuasive evidence of authorization. (N)

Subscribers may not be held liable for unauthorized charges. Subscribers must make a reasonable, good-faith effort to notify the billing telephone company promptly when the subscriber becomes aware of a probability of unauthorized use of the subscriber's account. If the billing telephone company is unable to verify authorization, a charge is deemed unauthorized. (N)

A carrier may not disconnect service to a subscriber before seven (7) calendar days after the date the carrier notifies the subscriber in writing of the results of its investigation. In no event shall the carrier disconnect service prior to the due date shown on the bill. (N)

In the case of a billing dispute between the customer and Carrier for service furnished to the customer which cannot be settled with mutual satisfaction, the customer may take the following course of action:

- A. First, the customer may submit a request, and Carrier will comply with the request, for an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service will be subject to termination.)
- B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Carrier, the customer may seek resolution of the dispute by filing a formal or informal complaint with the California Public Utilities Commission.
- C. To avoid disconnection of service, the customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC.

Advice Letter No. 94
Decision No. 91-03-012
U-5229-C

Issued By:
Tariff Administrator

Date Filed: October 4, 2004
Effective: October 9, 2004
Resolution No. _____

RULES

(Continued)

Rule 10 - Disputed Bills (Cont'd)

- D. The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Carrier, and make disbursement of the deposited amount.

The addresses and telephone numbers of the CPUC's Consumer Affairs Branch are:

Consumer Affairs Branch 505 Van Ness Avenue San Francisco, California 94102 1-800-548-9919 (toll free)	or	Consumer Affairs Branch 107 South Broadway Los Angeles, California 90012 1-800-648-6967 (toll free)
1-415-557-0350 1-415-557-0798 (TDD)		1-213-620-2570 1-213-620-0709 (TDD)

- F. A carrier may not disconnect service to a subscriber for nonpayment of a disputed amount if the subscriber has: (N)
(a) submitted a claim to CAB for informal review; and (b) deposited the disputed amount with the Commission. (N)
No late charge or penalty may be imposed on the amount in dispute deposited with the Commission. During the (N)
time any CAB review is pending, no late charges or penalties may be collected, the charge may not be sent to (N)
collection, and no adverse credit report may be made based on non-payment of the charge. (N)

Rule 11 - Termination, Denial, and Restoration of Service

A. General Provisions

Except in cases covered by the provisions of Section B below, the following provisions shall govern the termination and denial of service. Carrier shall comply with the rules adopted by the Commission in D.91188 (N)
regarding service denial or disconnection for use of telecommunications service in violation of the law. (N)

1. Carrier may deny or terminate service to any customer in the event the customer or the customer's agent
- i. Violates any statute, law, rule or regulation of any federal or state regulatory agency relating to communications; (T)
 - ii. Uses Carrier's network in an unauthorized or fraudulent manner; (N)
 - iii. Makes application by misstating pertinent credit information, or makes applicant payment by checks drawn against insufficient funds or a closed account;
 - iv. Becomes insolvent, Carrier being notified by a federal bankruptcy court, creditors' committee, customer, or customer's agent; or
 - v. Otherwise fails to comply with any provision of this tariff.

Notice and disconnection requirements do not apply where the subscriber's acts or omissions demonstrate (N)
an intention to defraud the carrier, or threaten the integrity or security of the carrier's operations or facilities. Denial or (N)
termination of service on the foregoing grounds may be done without advance notice to the customer. Service terminated on
these grounds may be restored upon compliance of customer with reasonable requirements of Carrier. (See paragraph A.5
herein.)

RULES

(Continued)

Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

A. General Provisions (Cont'd)

2. Carrier may terminate service to any customer for failure to make timely advance payments or payments for services which have been rendered. If the customer fails to make such payments within ten (10) days of due date shown on the applicable payment coupon, service will be subject to termination. Carrier shall provide notice in writing to subscribers whose payments are overdue not less than seven (7) calendar days prior to terminating service for nonpayment. Service which is terminated for failure to pay will be restored upon customer's payment of amounts due plus a reconnection charge to cover relevant costs, and a deposit not to exceed two (2) months' average or estimated usage for a term of one (1) year from date of receipt of funds. Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three-month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year. Restoration of service on these terms is available to customer only within forty-five (45) days of notice of intent to terminate. (N)

Service will not be disconnected for nonpayment of a disputed amount if the subscriber has submitted a claim to CAB for informal review and deposited the disputed amount with the Commission. (N)

Pursuant to CPUC Decision No. 90-08-032, in R.85-08-042, Carrier will promptly inform the local exchange carrier within the service area of which a terminated customer's billing address or premises are located of the termination of Carrier's service to said customer for failure to make timely payments for Carrier's services.

Insolvency, voluntary or otherwise, shall be grounds for immediate termination upon notification of any federal bankruptcy court, creditors' committee, debtor's attorney or debtor.

Payment of any bill (normal bill round) returned by a bank for insufficient funds or closure of account is grounds for automatic termination, at the option of Carrier.

3. Denial or termination of service by Carrier for reasons other than those enumerated in paragraphs 1 and 2 above shall be made upon reasonable notice to the customer except in the event of emergency or threatened or actual disruption of service to other customers, in which case Carrier may terminate service without advance notice.
4. Customer may cancel service at any time by written notice to Carrier. Carrier will hold the customer responsible for payment of all bills for service furnished until the date that service is cancelled.

RULES

(Continued)

Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

A. General Provisions (Cont'd)

5. An account having been terminated or denied, may, at the sole discretion of Carrier, be reinstated under the following terms:
 - i. Replacement of funds by cash or cashier's check;
 - ii. Payment of a restoration-of-service fee to cover relevant costs plus the past-due balance by cash or cashier's check;
 - iii. Payment of a deposit not to exceed payment for two (2) months' average or estimated usage, by cash or cashier's check;
 - iv. Each situation shall be evaluated on an individual basis, and shall include such tests as credit inquiry, credit history, and profile and analysis of the customer's previous history of payment.
6. When the Company denies an application for telecommunications service subject to Commission jurisdiction, the Company shall inform the applicant of the reasons within ten (10) days thereafter. The Company's reasons shall be provided in writing unless the applicant agrees to accept a different form of notice. (N)

B. Legal Requirements for Refusal or Discontinuance of Service

CPUC Decision No. 71797, in Case No. 4930, requires that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, Appendix "A" of Decision No. 71797 is quoted herein.

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant, and shall disconnect existing service to a subscriber, upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or assist in the violation of the law.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.

RULES

(Continued)

Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

B. Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by instrumentality, directly or indirectly, to violate or to assist in the violation of the law, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.
5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection had been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
6. At the expiration of fifteen (15) days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

RULES
(Continued)

Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

B. Legal Requirements for Refusal or Discontinuance of Service

7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term "person," as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a copartnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.

For the information of our Customers, the addresses of the Public Utilities Commission's offices are as follows:

For Northern California:
California Public Utility Commission
State Office Building
505 Van Ness Avenue
San Francisco, California 94102

For Southern California:
California Public Utility Commission
State Office Building
505 Van Ness Avenue, Room 2003
San Francisco, CA 94102
e-mail: consumer-affairs@cpuc.ca.gov

**** Certain material formerly appearing on this sheet now appears on Original Sheet 24.3 ****

**** ALL MATERIAL ON THIS PAGE IS NEW ****

RULES
(Continued)

Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

C. Service Term Commitments

1. **Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
2. **90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
3. **6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.

**** ALL MATERIAL ON THIS PAGE IS NEW ****

RULES
(Continued)

Rule 11 - Termination, Denial, and Restoration of Service (Cont'd)

C. Service Term Commitments (Cont'd)

4. **1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer’s long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer’s previous carrier’s invoice. The initiation date of the term is deemed the date of customer’s first call. The date of termination of service is deemed as the date Company’s Winback Department notes customer’s account as in “jeopardy.” The pro-rata early termination charge amount is determined by multiplying customer’s monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer’s next invoice after the date of termination.

5. **Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.

Notwithstanding the foregoing, subscribers may cancel without termination fees or penalties any new (N)
tariffed or contract service within 30 days after the new service is initiated. This does not relieve the
Customer from payment for per-use and normal recurring charges applicable to the service incurred before
canceling, or for the reasonable cost of work done on Customer Premises prior to service cancellation. (N)

RULES
(Continued)

Rule 12 - Optional Rates and Information to be Provided to the Public

(L)

A copy of this tariff schedule and advice letters will be available for public inspection at Carrier's business office during regular business hours. Copies of Carrier's tariff schedule and advice letters are available to the public at a nominal cost to recover photocopying, postage and/or transmission expenses.

Carrier will post in a conspicuous place in its business office, a notice to the effect that copies of this tariff schedule and advice letters as filed with the Public Utilities Commission are available for public inspection.

Rule 13 - Temporary Service

Temporary service or service to speculative projects will be provided if consistent with the best interest of Carrier. Rates and conditions for such service will be those published in this tariff schedule.

Rule 14 - Continuity of Service

In the event of foreknowledge of an interruption of service for a period exceeding twenty-four (24) hours, Customers will be notified in writing, by mail, at least one (1) week in advance.

(L)

**** Material appearing on this sheet formerly appeared on First Revised Sheet 24 ****

RULES

(Continued)

Rule 15 - Limitation of Liability

Liability of Carrier

- A. The liability of Carrier, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to customer for the service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of customer, or which arise from facilities or equipment used by customer, shall not result in the imposition of any liability whatsoever upon Carrier.
- B. Carrier is not liable for the quality of service provided by any local exchange carrier. Carrier is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by customer.
- C. Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to civil disorders; labor problems; and fire, flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, Carrier shall not be liable for any failure of performance hereunder due to necessary network reconfigurations; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over Carrier.
- D. Except as expressly provided in this tariff, Carrier makes no understanding, agreements, representations or warranties, expressed or implied (including any regarding the merchantability or fitness for a particular purpose).

(D)
|
|
|
(D)

RULES

(Continued)

Rule 16 - Access to Customer's Premises

Carrier's authorized employees may enter a Customer's premises at all reasonable hours for any purpose reasonably pertinent to the furnishing of Customer service and the exercise of any and all rights secured to it by law or by these rules.

Carrier may remove any and all of its property, located on the Customer's premises at the termination of service, as provided for in these rules.

Rule 17 - Employee Service

There are no employee rates in effect.

(L)

(L)

*** ALL MATERIAL NOW APPEARING ON THIS SHEET FORMERLY APPEARED ON ORIGINAL SHEET 25. ***

RULES

(Continued)

Rule 18 - Backbilling Procedure

- A. A bill shall not include any previously unbilled charge for service furnished prior to three (3) months immediately preceding the date of the bill, four (4) months in the case of wireless roaming charges on a system other than the subscriber's home system, and five (5) months for collect, third-party, and calling card calls. This limitation on backbilling does not apply in cases involving subscriber fraud. (N)
- B. The following exceptions would also allow backbilling beyond the prior three (3) months:
1. Backbilling for a period of five (5) months will be permitted in the case of service which cannot be billed currently due to the unavailability of complete billing information to Carrier. (N)
 2. Backbilling for a period of one and one-half (1-1/2) years will be permitted in cases involving a reasonable likelihood that fraud has occurred. (D)

(D)

(D)

**** ALL MATERIAL ON THIS PAGE IS NEW ****

RULES

(Continued)

Rule 19 – Arbitration of Disputes

All disputes concerning or affecting any service, rating of services, transfer of service, payments on account, credits, promotions, special offers or services, or any action or service of Company and/or its agents and/or any billing, bills, invoices, or statements of accounts shall be resolved through binding arbitration. Arbitration of disputes, whether raised by the Company or by the Customer, shall resolve all issues between the Company and the Customer, and shall not involve any form of class or collective arbitration nor any form whatsoever of class action lawsuit. California law shall govern all such arbitrations, and the forum shall be the California county in which the subscriber is billed or the subscriber's primary place of use of the service. A dispute occurs when the customer fails to pay an invoice or contests it for any reason associated with the ordering, installation, provisioning, maintenance, repair, interruption, restoration or termination of any service or facility offered under this Tariff. Once a dispute is raised, arbitration is mandatory, and counterclaims may be asserted. The arbitration shall be administered by the neutral third party administrator (Administrator) jointly chosen by the customer and Company and shall be conducted under rules and procedures normally followed for arbitrations conducted in this country. As a condition of service under this Tariff, and as disclosed in the customer authorization for service (LOA), any dispute or any counterclaims in response to such a dispute shall be governed by such arbitration rules and procedures. Nothing herein shall be construed to deny a customer its rights to file complaints with the [California Public Utilities Commission](#) pursuant to applicable statutory or regulatory provisions at the conclusion of any arbitration conducted in accordance herewith. Carrier shall not hold subscribers liable for carrier costs resulting from complaints before the Commission, arbitrators, the courts or another agency.

(N)

(N)

(N)

(N)

Advice Letter No. 94
Decision No. 91-03-012
2001U-5229-C

Issued By:
Tariff Administrator

Date Filed: October 4, 2004
Effective: October 9, 2004
Resolution No. _____

RULES

(Continued)

**** The material formerly appearing on this page now appears on page 16.4 ****

Advice Letter No. 81
Decision No. 91-03-012
2002
Resolution No. _____

Issued By:
Tariff Administrator

Date Filed: May 31, 2002
Effective: July 1,

2001U-5229-C