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TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provide by The Other Phone Company, Inc. d/b/a Access One Communications d/b/a PAETEC Business Services, with principal offices at 2134 W. Laburnum, Richmond, VA 23227. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of difference.

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**ALL SERVICES AND RATES LISTED IN THIS PRICE LIST ARE ONLY AVAILABLE TO EXISTING CUSTOMERS AT EXISTING LOCATIONS AS OF JULY 2, 2005.**

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Issued: June 6, 2011

Effective: June 7, 2011

2134 W. Laburnum  
Richmond, Virginia 23227

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CHECK SHEET

The sheets listed below, which are inclusive of this price list, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original price list and are currently in effect as of the date of the bottom of this page.

SHEET	REVISION		SHEET	REVISION	SHEET	REVISION
1	FIFTH	*	27	FIRST	54	FIRST
2	SEVENTH	*	28	FIRST	54.1	ORIGINAL
2.1	ORIGINAL		29	FIRST	54.2	ORIGINAL
3	SECOND		30	FIRST	54.3	ORIGINAL
4	SECOND		31	FIRST	55	SECOND
5	FIRST		32	FIRST	56	SECOND
6	FIRST		33	FIRST	57	SECOND
7	SECOND		34	FIRST	58	SECOND
8	SECOND		35	FIRST	59	SECOND
9	FIRST		36	FIRST	60	SECOND
10	FIRST		37	FIRST	61	SECOND
11	FIRST		38	FIRST	62	SECOND
12	FIRST		39	FIRST	63	SECOND
13	THIRD	*	40	FIRST	64	SECOND
14	SECOND		41	FIRST	65	SECOND
15	FIRST		42	FIRST	66	SECOND
16	FIRST		43	FIRST	67	SECOND
17	FIRST		44	FIRST	68	SECOND
18	FIRST		45	FIRST	69	SECOND
19	FIRST		46	FIRST	70	SECOND
20	FIRST		47	FIRST	71	SECOND
21	FIRST		48	FIRST	72	SECOND
22	FIRST		49	FIRST	73	SECOND
23	FIRST		51	FIRST	74	SECOND
24	FIRST		52	FIRST	75	ORIGINAL
25	FIRST		53	FIRST		
26	FIRST					

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76	ORIGINAL	*	104	ORIGINAL	*		
77	ORIGINAL	*	105	ORIGINAL	*		
78	ORIGINAL	*	106	ORIGINAL	*		
79	ORIGINAL	*	107	ORIGINAL	*		
80	ORIGINAL	*	108	ORIGINAL	*		
81	ORIGINAL	*	109	ORIGINAL	*		
82	ORIGINAL	*	110	ORIGINAL	*		
83	ORIGINAL	*	111	ORIGINAL	*		
84	ORIGINAL	*	112	ORIGINAL	*		
85	ORIGINAL	*	113	ORIGINAL	*		
86	ORIGINAL	*	114	ORIGINAL	*		
87	ORIGINAL	*	115	ORIGINAL	*		
88	ORIGINAL	*	116	ORIGINAL	*		
89	ORIGINAL	*	117	ORIGINAL	*		
90	ORIGINAL	*	118	ORIGINAL	*		
91	ORIGINAL	*	119	ORIGINAL	*		
92	ORIGINAL	*	120	ORIGINAL	*		
93	ORIGINAL	*	121	ORIGINAL	*		
94	ORIGINAL	*	122	ORIGINAL	*		
95	ORIGINAL	*	123	ORIGINAL	*		
96	ORIGINAL	*	124	ORIGINAL	*		
97	ORIGINAL	*					
98	ORIGINAL	*					
99	ORIGINAL	*					
100	ORIGINAL	*					
101	ORIGINAL	*					
102	ORIGINAL	*					

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**SYMBOLS SHEET**

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another price list Location (T)
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change in Text Or Regulation But No Change In Rate Or Charge

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### TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

(T)

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet currently in effect.

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C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

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**PRICE LIST FORMAT SHEETS**

D. Check Sheets—When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing. The check sheet lists the sheets contained in the price list, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC. (T)

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**EXCHANGE SERVICE LIST**

AREA CODE'S IN FLORIDA

AREA CODE NPA (954) (407) (305) (813) (904) (561)

ALL ACTIVE POTS NXX'S

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to The Other Phone Company, Inc. d/b/a Cavalier Telephone d/b/a PAETEC Business Services network switching center.

Company or Carrier - The Other Phone Company, Inc. d/b/a Cavalier Telephone d/b/a PAETEC Business Services. (T)

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's price list regulations. (T)

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

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

Holidays - The Other Phone Company, Inc. d/b/a Access One Communications' recognized holidays are New Year's Day, Martin Luther King, Jr. Day, President's Day, St. Patrick's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day, Christmas Day.

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

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GENERAL REGULATIONS

2.1 Undertaking of Access One Communications (T)

A. The regulations specified herein are applicable to all communication services offered in this Price List by Access One Communications, hereinafter referred to as the Company. Additional regulations, where applicable, pertaining to specific service offerings accompany such offerings in various sections of this Price List. (T)

2.2 Limitations and Use of Service

2.2.1 Use of Subscriber's Service

A. Restricted to Authorized Users

Telephone equipment, facilities, and services are furnished to the subscriber for use by the subscriber.

1. The subscriber's service may be shared with, but not resold to, the following individuals as authorized by the subscriber for that specific service;

- a. Members of the subscriber's domestic establishment;
- b. Employees, agent, or representatives of the Subscriber;
- c. Transient users of the subscriber's public telephone service;
- d. Members of clubs at specified club locations;
- e. Patients of hospitals at those establishments;
- f. Occupants of licensed Nursing Homes, licensed Adult Congregate Living Facilities, or licensed continuing care facilities or facilities certified in accordance with the national housing act at those establishments.

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2.2 Limitations and use of service (cont'd)

2.2.1 Use of Subscriber's Service (cont'd)

- g. Students living in quarters furnished by the school, college, or university which subscribes to the service
- h. Persons temporarily subleasing subscriber's Premises;

B. Limitations on Resale of Service

Service furnished by the Company is intended only for communications in which the subscriber or authorized user has a direct interest, and shall not be used in collection, transmission or delivery of any communication for others. Except as noted following, the service shall not be used for any purpose for which payment or other compensation shall be received for which from any other person, firm, or corporation.

1. The following services are exceptions to the resale restrictions:
  - a. Public Telegram;
  - b. Radio common carrier;
  - c. Exchange access lines;

C. Hotels or motels may provide telephone service to their guests or patrons as long as the service provided is business message rate service.

D. In view of the fact that the subscriber has exclusive control of his communications over the facilities furnished him by the Company, and of the other uses for which facilities may be furnished him by the company, and because unavailability of errors incident to the services and to the use of such facilities of the company, the services and facilities furnished by the Company are subject to the terms conditions and limitations herein specified.

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### 2.2.2 Establishment of Identity

- A. The calling party shall establish his identity in the course of any communication as often as may be necessary.
- B. The calling party shall be solely responsible for establishing the identity of the person or station with whom connection is made at the called location.

### 2.2.3 Reserved for Future Use

### 2.2.4 Accessories Provided by the Subscriber

Accessories which aid a subscriber's convenience in his use of the facilities of the Company in the service for which they are furnished under this Tariff are permissible provided any such accessory so used would not endanger the safety of Company employees or the public; damage, require change in or alteration of or involve direct electrical connection to the equipment or other facilities of the Company; or interfere with the proper functioning of such equipment or facilities; or impair the operation of the telecommunications system or otherwise injure the public in its use of the Company's services.

### 2.2.5 Broadcast of Recordings of Telephone Conversations

The broadcasting of a recording of a telephone conversation during the period of recording is permissible provided that, in the interest of protecting the privacy of telephone service, the recording is made in accordance with the provisions set forth in other sections of this Tariff.

### 2.2.6 Recorded Public Announcements

A. Use of Company facilities or service in connection with automatic announcement service, automatic answering and recording service, recorder-coupler service or miscellaneous devices for recorded public announcements are subject to the following conditions:

1. For purposes of identification, subscribers to telephone service who transmit recorded public announcements over facilities provided by the Company must include in the recorded message the name of the organization or individual responsible for the service and the address at which the service is provided, unless the address of the organization or individual named in the Announcement is shown in the currently distributed telephone directory.

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### 2.2.6 Recorded Public Announcements (CONT)

2. Subscribers transmitting factual public announcements such as time, stock market quotations, airline schedules and similar information are excluded from the preceding condition.
3. Private telephone numbers will not be furnished for use with recorded public announcements.
4. Failure to comply with the provisions of this tariff shall be cause for termination of the service.

### 2.2.7 Limited Communication

The Company reserves the right to limit the length of communication when necessary because of a shortage of facilities caused by emergency conditions. In addition, when deemed necessary by the Company to prevent degradation of its general telephone service, arrangements which are designed to limit the volume of calls directed beyond a central office in which such calls originate may be used by the Company. The Company will incur no liability for not forwarding such calls.

### 2.2.8 Transmitting Messages

The Company will not transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections. Employees of the Company are forbidden to accept either oral or written messages to be transmitted over the facilities of the Company.

### 2.2.9 Unlawful Use of Service

The service is furnished subject to the condition that it will not be used for an unlawful purpose. Service will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such service is being used in violation of law. The Company will refuse to furnish service when it has reasonable grounds to believe that such service will be used in violation of law.

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### 2.2.10 Cancellation of Service for Cause

A. The Company may without notice, or with notice and allowing a reasonable time for the customer to remedy any deficiency, either suspend service or terminate the subscriber's contract without suspension of service or, following a suspension of service, disconnect the service and remove any of its equipment from the subscriber's premises upon:

#### 1. Without Notice

a. Abandonment of the service.

b. Use of service in such a way as to impair or interfere with the service of other subscribers; such improper use includes, but is not limited to, the use of telephone service by a subscriber or with his directed to such subscriber at or about the same time which may result in preventing, obstructing, or delaying the telephone service of others.

c. Abuse or fraudulent use of service. Abuse or fraudulent use includes:

(1) The use of service or facilities of the Company to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service;

(2) The obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, be rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment in whole or in part of the regular charge for such service;

(3) The use of the service in such a manner as to interfere unreasonably with the use of the service by one or more other customers.

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2.2.10 (CON'T)

2. With Notice

The reason(s) for such suspension or termination shall be specified in the written notice.

a. Failure of a subscriber to make a suitable deposit as required by this Price List.

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b. Impersonation of another with fraudulent intent.

c. (DELETED)

d. Nonpayment of any sum due for exchange, long distance or other services, except that the following shall not constitute sufficient cause for suspension or termination of service:

(1) Delinquency in payment for service by a previous occupant of the premises, unless the current customer occupied the premises at the time the delinquency occurred and the previous customer continues to occupy the premises and shall benefit from such current service.

(2) Failure to pay for business service at a different location and telephone number shall not constitute grounds for suspension or termination of residence service or vice versa.

(3) Nonpayment of a bill of another customer as guarantor thereof.

(4) Nonpayment of administrative charges as provided in 2.4.3.B. of this Price List.

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(5) Delinquency in payment for service by a present occupant who was delinquent at another address and subsequently joined the household of the subscriber in good standing.

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2. GENERAL REGULATIONS

2.2.10 (Cont'd)

A. (Cont'd)

2. With Notice (Cont'd)

d. (Cont'd)

(6) Delinquency in payment for separate telephone service of another subscriber in the same residence.

(7) Failure to pay for a service rendered by the Company which is not regulated by the Florida Public Service Commission.

e. Use of service or facilities for calls, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another.

f. Any other violation of the Company's rules and regulations applying to subscriber's contracts or to the furnishing of service.

g. Use of a service for the purpose of performing any service in competition with the local exchange service which the Company may now or hereafter furnish.

h. The Company reserves the right to cancel any contract for service with and to discontinue service to any person who uses or permits the use of obscene, profane or grossly abusive language over or by means of the Company's facilities, and who, after reasonable notice fails, neglects or refuses to cease and refrain from such practice or to prevent the same, and to remove its property from the premises of such person.

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## 2. GENERAL REGULATIONS

### 2.3 Establishment and Furnishing of Service

#### 2.3.1 Availability of Facilities

- A. The Company's obligation to furnish service is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the provision of such service.
- B. The rates and charges quoted in this tariff provide for the furnishing of service and facilities where suitable facilities are available or when the construction of the necessary facilities does not involve excessive costs.
- C. When excessive costs are involved for the construction of facilities, charges for such construction will be determined in accordance with the regulations as set forth in Section 5. "Charges Applicable Under Special Conditions," except as otherwise specified.

#### 2.3.2 Flat, Message and Measured Rate Services

- A. When flat rate service, message rate service, or measured service is also offered in an exchange, an applicant may select one of these services. A combination of both flat and message rate or measured service may be furnished on the same premises to affiliated customers where none of the customers have access on either an incoming or outgoing basis to the other's service. A combination of both flat and message rate or measured service can be furnished on the same premises to the same subscriber, or in the same room to the same subscriber, or to a group of different subscribers in the same room, with the following exceptions:

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1. Hotel and hospital service as specified in Section 11. of this Price List, where flat rate service may be furnished for the exclusive use of the hotel or hospital management when used in combination with message rate service for the hotel or hospital stations. Only message rate service will be provided to the guest stations of the hotel even when flat rate service is used for administrative management. Hospitals may have flat rate for both administrative use and for patient stations. (Regardless of the type of service the hotel or hospital subscribes to, a guest or patient using the station as a place of residence may subscribe individually to flat rate service);
2. Premises where or public telephones may properly be located;
3. Nonadministrative lines connected to secretarial service facilities and not furnished with outward service;
4. A combination of measured Foreign Exchange and flat rate local exchange service;
5. Fully partitioned shared switches where the flat rate service is provided on a fully partitioned basis to an individual subscriber and where none of the unaffiliated entities using the shared switch has access on either an incoming or outgoing basis to resold local service as specified in Section 23. of this Price List;
6. To premises where Back-Up Line service may be located with flat rate, measured rate or message rate primary line service.

2.3.3 (DELETED)

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## 2. GENERAL REGULATIONS

### 2.3 Establishment and Furnishing of Service (Cont'd)

#### 2.3.4 Reserved for Future Use

#### 2.3.5 Application for Service

A. Any applicant for service may be required to sign an application form requesting the Company to furnish the service in accordance with the rates, charges, rules and regulations from time to time in force and effect.

B. The Company reserves the right to refuse service to any applicant who is found to be indebted to the Company for service previously furnished until satisfactory arrangements have been made for the payment of all such indebtedness, except that failure to pay for business service at a different location and a different telephone number shall not constitute sufficient cause for refusal of residence service or vice versa. The Company may also refuse to furnish service to any applicant desiring to establish service for former subscribers of the Company who are indebted for previous service, regardless of the listing requested for such service, until satisfactory arrangements have been made for the payment of such indebtedness. The reason(s) for such refusal will be specified to the applicant in a written notice.

C. An applicant may not be refused service because of the reasons iterated in Paragraph 2.2.10A.2.d for which service may not be suspended or terminated.

D. If telephone service is established and it is subsequently determined that either condition in B. above exists, the Company may suspend or disconnect such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

E. When application for service and facilities or requests for additions, rearrangements, relocations or modifications of service and equipment are cancelled in whole or in part prior to completion of the work involved, the applicant is required to reimburse the Company for all expense incurred in handling the request before notice of cancellation is received. Such charge, however, is not to exceed all charges which would apply if the work involved in complying with the request had been completed.

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SECTION 2 - GENERAL REGULATIONS, cont'd.

2.3 Establishment and Furnishing of Service, cont'd.

2.3.5 Application for Service, cont'd

- F. When equipment has been ordered for the specific needs of a subscriber and the installation thereof is delayed in excess of six (6) weeks by or at the request of the subscriber, charges as specified in Section 5.3.2 may apply for such equipment for the period of the delay.
- G. When a subscriber requests a change in location of all or a part of the facilities covered by his application for service or requests for additions, rearrangements or modifications of his existing service and equipment prior to completion of the work involved, he may be required to pay the difference between the total costs and expenses incurred by the Company in completing the work involved and that which would have been incurred had the final location of the facilities been specified initially.
- H. A new application for service may be denied by the Company when the applicant's credit is determined by the Company to be unsatisfactory using standard credit - checking methods, or when the applicant's credit cannot be determined by the Company. (N)  
|  
| (N)  
| (M)  
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|  
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| (M)

*\*Certain material previously found on this page is now located on Page 24.1.*

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SECTION 2 - GENERAL REGULATIONS, cont'd.

2.3 Establishment and Furnishing of Service, cont'd.

2.3.6 Application of rates for Business and Residence Service

(M)

A. In general business rates apply at business locations and residence rates apply at residence locations, as illustrated and qualified by the situations described in B. or C. following.

B. Business rates apply for:

1. Offices, stores, factories, mines and all other places of a strictly business nature.

2. Offices of hotels, boarding houses, and apartment houses; colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions. For the purpose of this Price List, a boarding house is defined as a structure where rooms are rented or boarders are taken.

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*\*Material now found on this page was previously located on Page 24.*

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## 2. GENERAL REGULATIONS

### 2.3.6 Application of Rates for Business and Residence Service (Cont'd)

B. (Cont'd)

3. (DELETED)

4. (DELETED)

5. Service terminating solely on the secretarial facilities of a telephone answering bureau.

6. (DELETED)

7. (DELETED)

8. (DELETED)

9. Service listed in BellSouth Telecommunications, Inc. business telephone directories.

C. Residence rates apply for:

1. Private residences on service not employing business listings.

2. Subscribers residing in private apartments in hotels, clubs, hospitals, and boarding houses who request their own individual residential service when business listings are not employed.

3. (DELETED)

4. (DELETED)

5. College fraternity houses where members of the fraternity lodge within the house.

6. Secretarial line terminations of residence main service terminating as extension lines on the premises of a telephone answering bureau.

7. (DELETED)

D. If a subscriber's service changes from business service to residence service, the telephone number will normally be changed. Reference of calls will normally not be provided regardless of how long existing directories will remain in effect. Service connection charges, which apply for such changes, are quoted in Section 4. of this Price list.

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The Other Phone Company  
d/b/a Cavalier Telephone  
d/b/a PAETEC Business Services

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The business telephone number may be continued for the residence service only if all the facts indicate that the service is no longer to be used substantially for business purposes.

E. Changes from residence to business service may be made without change in telephone number, if the subscriber so desires. Service charges, which apply for such changes, are quoted in Section 4. of this Price List.

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F. Customers identifying themselves as amateur radio operators, licensed under Part 97 of the Federal Communications Commission (FCC) Rules and Regulations, will be charged business rates at business locales and residence rates at residence locales. This includes Amateur Radio Emergency Service (ARES), Radio Amateur Civil Emergency Service (RACES) and Military Affiliate Radio System (MARS) individual or club requests. The Company expects that the access line will be employed to connect amateur radio transmitters and receivers to the Company's telephone network for Control Line, Phonepatch, and/or Autopatch purposes. Although the FCC prohibits the transmission of business communications by an amateur radio station (Para. 97.110), this rule does not negate the application of the appropriate business or residence classification of telephone access lines.

### 2.3.7 Transfer of Service Between Subscribers

A. Service previously furnished one subscriber may be assumed by a new subscriber upon due notice of cancellation, or in case of abandonment, provided there is no lapse in the rendition of service. Such transfers are subject to service connection charge regulations and may be arranged for either of two ways:

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1. If the new subscriber, fully understanding the regulations governing the service and the status of the account willingly assumes all obligations thereunder, then future bills will be rendered to him without an adjustment to or from any particular date, with the Company arranging for the requested change in billing and directory listing.

2. If the new subscriber does not wish to assume payment of the old account a new service application is taken and an adjustment in billing is made to and from the date the transfer is effective.

B. Under either method of transfer the reassignment of the old telephone number to the service of the new party is arranged for only after the former subscriber has given his consent to its use, and then only when in the judgment of the Company, there exists no relationship, business or otherwise, between the old and new subscribers, and when in the judgment of the Company a change in the telephone number is not required.

C. When in the judgment of the Company a relationship does exist, business or otherwise, between the old and new subscribers, the reassignment of the old telephone number will not be permitted unless all changes due under the current account have been paid, and then only when in the judgment of the Company a change in the telephone number is not required.

### 2.3.8 Initial Service Periods

A. Unless otherwise specified, the rate for all services offered in this price list are monthly rates and the initial service period is one month commencing with the date of installation of the service. (T)

B. For all other services furnished with initial service periods exceeding one month, the applicable initial service period is the number of months indicated in brackets following the basic termination charge listed in that section of this price list (T) containing the service offered except for those services provided for under Plan 1 and Plan 2 in other sections of this price list. (T)

C. The initial service period relates to each applicable unit of service, either on the initial or subsequent installations.

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2.3.9 Floor Space, Electric Power and Operating at the Subscriber's Premises

A. The subscriber is responsible for the provision and maintenance, at his expense, of all suitable space and floor arrangements required on his premises for communication facilities provided by the Company in connection with services furnished to the subscriber by the Company. Suitable power outlets and commercial power required for the operation of such facilities shall be provided by, and at the expense of, the subscriber.

B. All operating required for the use of communications facilities provided by the Company at the subscriber's premises will be performed at the expense of the subscriber, and must conform with the operating practices and procedures of the Company to maintain a proper standard of service.

2.3.10 Provision and Ownership of Equipment Facilities

A. Equipment and facilities furnished by the Company on the premises of a subscriber or authorized user of the Company are the property of the Company and are provided upon the condition that such equipment and facilities, except as expressly provided in this price list, must be installed, relocated and maintained by the Company and that the Company's employees and agents may enter said premises at any reasonable hour to make collections from coin boxes, to install, inspect or repair any part of the Company's equipment and facilities on the subscriber's premises, upon termination or cancellation of the service, to remove such equipment, instruments and lines.

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B. Subscribers may not disconnect or remove or permit others to disconnect or remove any apparatus installed by the Company, except as expressly provided in this price list or upon the written consent of the Company.

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C. Equipment and facilities furnished by the Company shall, upon termination of service from any cause whatsoever, be returned to it in good condition, reasonable wear and tear thereof expected.

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### 2.3.11 Provision and Ownership of Directories

Telephone directories distributed from time to time by the Company remain the property of the Company, shall not be mutilated and shall be surrendered upon request. No binder, holder, insert or auxiliary cover or attachment of any kind not furnished by the Company shall be attached to the directories owned by the Company, except that this prohibition shall not apply to a subscriber-provided binder, holder, insert, or auxiliary cover which is not so attached as to impede reference to essential service information or otherwise interferes with service.

Each subscriber served by a directory shall be furnished one copy of that directory for each exchange access line. When requested by the subscriber, a reasonable number of additional directories may be provided and no charge will apply.

### 2.3.12 Provision and Ownership of Telephone Numbers

Telephone numbers are the property of the Company and are assigned to the service furnished the subscriber. The subscriber has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such number, or both, assigned to the subscriber, whenever the Company deems it necessary to do so in the conduct of its business.

### 2.3.13 Maintenance and Repairs

All ordinary expense of maintenance and repairs, unless otherwise specified in this price list, is borne by the Company. In case of damage, loss, theft, or destruction of any of the Company's property due to the negligence or willful act of the subscriber or other persons authorized to use the service, and not due to ordinary wear and tear or causes beyond the control of the subscriber, the subscriber shall be required to pay the expense incurred by the Company in connection with the replacement of the property damaged, lost, stolen, or destroyed, or the expense incurred in restoring it to its original condition.

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**2.3.14 Company Facilities at Hazardous or Inaccessible Locations**  
Where service is to be established at a location that would involve undue hazards, or where accessibility is impracticable, to employees of the Company, the subscriber may be required to install and maintain the Company's equipment and facilities in a manner satisfactory to the Company, any remuneration to be based on the conditions involved.

**2.3.15 Work Performed Outside Regular Working Hours**

Except as expressly provided in this price list, the rates and charges specified in this price list contemplate that all work in connection with furnishing or rearranging service be performed during regular working hours. Whenever a subscriber requests that work necessarily required in the furnishing or rearranging of his service be performed outside the Company's regular working hours or that work once begun be interrupted, so that the Company incurs costs that would not otherwise have been incurred, the subscriber may be required to pay, in addition to the other rates and charges specified in this price list, the amount of additional costs incurred by the Company as a result of the subscriber's special requirements.

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**2.3.16 Suspension of Business and Residence Service**

**A. General**

1. Upon request, a subscriber to business or residence service may arrange for the temporary suspension of existing service. Suspension of service is available on a subscriber's complete service or on such portion thereof as can be suspended.
2. When the period of suspension for residence service is less than one month, or more than nine months in any calendar year the regular charges for the full month of service shall apply for that period of less than one month or more than nine months.
3. When the period of suspension for business services is less than one month or more than six months in any calendar year, the regular charges for the full month of service shall apply for that period of less than one month or more than six months except for certain subscribers as specified in B.2.b. following.

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4. When a complete service, or portion thereof which can be suspended, is subject to an initial service period of more than one month, the basic termination charge applicable thereto will be reduced at one-half the normal full rate of reduction while the service is on a suspended basis and the initial service period is extended by one-half month for each month of suspension.

5. In connection with complete suspension of service, local or long distance service is not furnished during the period of suspension. At the request of the subscriber, inward calls to a service which is suspended may be referred to the call number of another service in the same or a distant exchange.

6. The charge for the total suspension period may be collected in advance.

7. There is no reduction in the charge for foreign central office line mileage, foreign exchange line mileage, or tie line services during the period of suspension.

8. No allowance is made in the charges for additional listings or joint user service except when the service under the main contract is temporarily suspended.

9. There is no reduction in the recurring charge for Back-Up Line during the suspension period.

B. Application of Charges

1. Residence Service

a. Except as provided in service-specific price list sections, the charge for residence basic exchange line service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged. Where specified in other sections of this price list, optional services associated with the basic exchange line can be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific price list shall still apply. Service charges will continue to apply as specified in Section 4. of this price list.

b. The minimum charge per suspension is two times the residence suspend rate except as provided in 2. below.

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2. Business Service and Residence PBX Service

a. Except as provided in service-specific Price List sections and as modified in b. through d. following, the charge for business basic exchange line service, residence PBX trunk service and associated optional services and features during the period of suspension is 50 percent of the rate regularly charged. Where specified in other sections of this Price List, optional services associated with the basic exchange lines or trunks will be suspended at no recurring charge during the period of suspension. Other restrictions in service-specific Price List shall still apply. Service charges will continue to apply as specified in Section 4. of this Price List.

b. The minimum charges for any calendar shall be three-fourths of the regular annual rate except where the subscriber is an emergency oriented organization which satisfies the conditions listed following:

(1) The primary mission of the emergency organization is the preservation of life or property;

(2) The organization is government funded;

(3) The use of the suspended service is limited to emergency situations and kept on a standby basis during testing by the subscriber.

c. The monthly charge and the minimum charge for suspension of dormitory stations, or any part billed on the same account is the same as that specified in Paragraph 2.3.16.B.1.

d. Suspension of service is not permitted for services or items provided under either rate Plan 1 or Alternate Plan 1 of other sections of this Price List. Systems or items provided under Plan 2, however, may be suspended under the provisions stated above.

2.3.17 Termination of Service

A. Termination of Service by the Company

1. Violation of any of the regulations contained in this Price List on the part of the subscriber may be regarded as sufficient cause for termination of the subscriber's service.

2. When the service is terminated on the initiative of the Company because of violation of its regulations by the subscriber, the regulations stipulated below for termination of service at the subscriber's request apply.

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3. The Company may refuse to furnish or continue to furnish service hereunder, if such service would be used or is used for a purpose other than that for which it is provided or when its use interferes with or impairs, or would interfere with or impair any other service rendered to the public by the Company.

B. Termination of Service at the Subscriber's Request

1. Service may be terminated at any time upon reasonable notice from the subscriber to the Company. Upon such termination the subscriber shall be responsible for the payment of all charges due. This includes all charges due for the period service has been rendered plus any unexpired portion of an initial service period or applicable termination charges, or both.

**2.3.18 Ringer Limitations**

A. Except as provided herein, the capability to activate one ringer is provided for each access line.

B. The number of ringers directly connected to the access line is limited to four per access line.

**2.3.19 Reserved for Future Use**

**2.3.20 Residence Service for Company Employees**

A. Residence Service Is Available To Employees As Follows:

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1. All other employees of this Company who have completed six months or more of net credited service, will be furnished service on one or more access lines at 60 percent of the regular rate.
2. Service provided in accordance with 1., 2. or 3. preceding, will be furnished only at one location and only when the telephone is located in the employee's residence. Such employee's service will not be furnished at locations where the station is not restricted to the use of the employee and members of his immediate family or other employees residing in the same household.
3. Any credit allowance involving Residence Service for Company Employees should be reduced by the percent discount allowed.

#### 2.3.21 Connection with Miscellaneous Common Carriers

##### A. Application

1. Service is available to and from customers of miscellaneous common carrier through connecting facilities provided by the Company in accordance with the provisions as set forth in 2. through 5. following.
2. Subject to the availability of facilities and the reasonable requirements of the Company for its telecommunications service, the Company will, at the miscellaneous common carrier's request, extend and physically connect its facilities with those of the miscellaneous common carrier for the purpose of interchanging intrastate traffic in connection with the miscellaneous common carrier's Domestic Public Land Mobile Radio Services (as defined in Part 22 of the FCC Rules). Such connection and interchange of intrastate traffic shall be as follows:

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### 2.3.21 Connection with Miscellaneous Common Carriers (Cont'd)

#### A. Application (Cont'd)

3. The facilities provided for connection and interchange of traffic shall not be used, switched or otherwise connected together by the miscellaneous common carrier for the provision of through calling from a landline or mobile unit located in one Reliable Service Area to a landline telephone or mobile unit in another Reliable Service Area.

4. Specific administrative procedures, connection and operating arrangements and charges for the facilities provided by the Company to the miscellaneous common carrier for the purpose of connection and interchanging traffic are set forth in various intercarrier agreements between the Company and the miscellaneous common carriers or in the tariffs of the Company as appropriate. Where the state franchise area or state authorization of the miscellaneous common carrier is different from the Reliable Service Area the terms and conditions of connection and interchange of traffic may be modified to recognize the extent of such state franchise or authorization.

5. The connection and interchange of traffic as set forth in 1 through 4 preceding does not constitute a joint undertaking with the miscellaneous common carrier for the furnishing of any service.

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## 2.4 Payment Arrangements and Credit Allowances

### 2.4.1 Advance Payments

A. An applicant for service or facilities may be required to pay in advance of installation an amount not to exceed applicable service connection, installation or other non-recurring charges plus charges for one month of service. Where construction charges are applicable the payment thereof may be required in advance of start of construction.

B. The amount of the advance payment is credited to the customer's account on the first bill rendered under the contract.

### 2.4.2 Credit and Deposits for Applicants

A. The Company may, in order to safeguard its interests, require an applicant to establish satisfactory credit, or pay a cash deposit, as set forth in the following:

1. Credit will be deemed to be established if:

a. The applicant for service has been a customer of any telephone utility within the last two years and during the last 12 consecutive months of service did not have more than two occasions in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment.

b. The applicant for service furnishes a guarantor satisfactory to the Company, to secure payment of bills for service requested. A satisfactory guarantor shall, at the minimum, be a customer with a satisfactory payment record.

A guarantor's liability shall be terminated when a residential customer whose payment of bills is secured by the guarantor meets the requirement of 2.4.2.C.2 following. Guarantors providing securing for payment of residential customers' bills shall only be liable for bills contracted at the service address contained in the contract of guaranty.

c. The applicant furnishes an irrevocable letter of credit from a bank or surety bond.

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2. A cash deposit for local exchange service and toll service may be required of an applicant, if satisfactory credit is not established, in an amount not to exceed the charges for one month's local exchange service plus the Company's estimate of two months' long distance service. An additional amount of deposit for a reasonable amount may be required where the Company provides terminal equipment or special arrangements: having a termination liability; carrying any requirement that the customer continue to subscribe to the equipment or arrangement for more than one month; or requiring the customer to pay an amount greater than one month's billing upon disconnection in whole or in part.

**B. New or Additional Deposits for Existing Subscribers**

The company may require, upon reasonable written notice of not less than 15 days, a new deposit, where previously waived or returned, or an additional deposit, in order to secure payment of current bills. Provided, however, that the total amount of required deposit should not exceed twice the actual average monthly toll billing plus one month's local service charge for the 90 day period immediately prior to the date of notice. In the event the customer has had service less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. When the Company has good reason to believe payment by a nonresidential customer is in jeopardy and the usage is significantly above normal for that customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48 hours, the Company may discontinue service.

Should the Company determine that credit information given by a customer is false or materially incorrect, the Company may immediately require the customer to pay a new or additional deposit equal to the deposit which would have been charged at the time of the request for service had the correct credit information been given by the customer.

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**C. Refund of Deposits**

1. If, after 90 days' service, the actual initial deposit is found to be greater than an amount equal to one month's local exchange service plus two months' actual average toll service, plus an amount related to the deposit amount covering terminal equipment or special arrangements as specified in paragraph 2.4.2.A.2. above, the Company shall, upon demand of the subscriber, promptly refund the difference. Deposits covering terminal equipment or special arrangements shall normally be retained in whole or in part during the period such equipment or arrangement is in service.

2. After a residential customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the customer's deposit providing the customer has not in the preceding 12 months (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing or delivery by the Company) (b) paid with a check refused by a bank, (c) been disconnected for nonpayment or at any time (d) used service in a fraudulent or unauthorized manner. The Company may elect to return a deposit to a residential customer in less than 23 months.

Deposits of business customers may be refunded, in whole or in part, at the option of the Company at any time.

When a business customer qualifies under the same conditions as specified for residential customers preceding, the Company may at its option refund the deposit in whole or in part, or pay the higher rate of interest specified in 2.4.2.D. following.

3. Upon termination of service, the deposit and accrued interest may be credited by the Company against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than 45 days after service is discontinued.

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D. Interest on Deposit

All deposits required by the Company shall bear interest at 6 percent per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six months. Interest computed on deposit interest shall be simple interest in all cases and settlement of the interest shall be made annually, either in cash or by credit on the current bill.

The Company shall pay an interest rate of 7 percent per annum on deposits of business customers qualifying under 2.4.2.C.2 preceding when the Company elects not to refund such deposit after 23 months.

E. Receipt for Deposit

A nontransferable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after 90 days' service, the subscriber is entitled to a refund of any deposit over and above an amount equal to one month's local service plus two months' actual average toll service.

F. Responsibility for Payment

The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

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#### 2.4.3 Payment for Service

A. The subscriber is responsible for payment of all appropriate charges for completed calls, services, and equipment. All charges due by the subscriber are payable at the Company Business Office or at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where any undercharge in billing of the subscriber is the result of a Company mistake, the Company may not backbill in excess of twelve months. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

B. The subscriber shall pay monthly in advance or on demand all charges for service and equipment and shall pay on demand all charges for long distance service. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's station.

1. Effective Jan. 3, 1996, a charge of \$15.00 or 5 percent of the face value of the check, whichever is greater, will apply whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

C. A Late Payment Charge of one and a half percent (1.5 percent) will be applied to each customer's bill, (including amounts billed in accordance with the Company's Billing and Collections Services Price List) when the previous month's bill has not been paid in full prior to the next billing date. The 1.5 percent charge is applied to the total unpaid amount carried forward and is included in the total amount due on the current bill. This Price List shall apply to federal and state government pursuant to existing statutes applicable to those governmental entities. Effective January 3, 1996, county and municipal governments will be assessed a 1 percent Late Payment Charge in accordance with the provisions of the Florida Prompt Payment Act, Section 218.70-218.79, Florida Statutes. (T)

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D. Should service be suspended for nonpayment of charges, it will be restored only as provided under "Restoration Charge" in Section 4. of this price list. (T)

E. When the service has been disconnected for nonpayment, the service agreement is considered to have been terminated. Reestablishment of service may be made only upon the execution of a new service agreement which is subject to the provisions of this price list. (T)

F. In its discretion, the Company may restore or reestablish service which has been suspended or disconnected for nonpayment of charges, prior to payment of all charges due. Such restoration or reestablishment shall not be construed as a waiver of any rights to suspend or disconnect service for nonpayment of any such or other charges due and unpaid or for the violation of the provisions of this price list; nor shall the failure to suspend or disconnect service for nonpayment of any past due account or accounts operate as a waiver or estoppel to suspend or disconnect service for nonpayment of such account or of any other past due account. (T)

G. Bills for service shall not be considered delinquent prior to the expiration of fifteen days from the date of mailing or delivery by the company. However, the company may demand immediate payment under the following circumstances:

1. Where service is terminated or abandoned.
2. Where toll service is two times greater than the subscriber's average usage as reflected on the monthly bills for the three months prior to the current bill or, in the case of a new customer who has been receiving service for less than four months, where the toll service is twice the estimated monthly toll service.

3. Where the Company has reason to believe that a business subscriber is about to go out of business or that bankruptcy is imminent for that subscriber.

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#### 2.4.4 Allowance for Service Outages

When the use of service or facilities furnished by the Company becomes unavailable due to any cause other than the negligence or willful act of the subscriber or the failure of the facilities provided by the subscriber, a pro rata adjustment of the fixed monthly charges involved will be allowed, for the service and facilities rendered useless and inoperative by reason of the service outage during the time the outage continues in excess of twenty-four hours from the time it is reported to or detected by the Company, except as otherwise specified in this price list. The adjustment shall not be applicable for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work. For the purpose of administering this regulation, every month is considered to have thirty days.

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#### 2.4.5 Provision for Certain Local Taxes and Fees

When a municipality or political subdivision of the state charges the Company any license, occupational, franchise, inspection or other similar tax or fee, whether in a lump sum, or at a flat rate, or based on receipts, or based on poles, wires, conduits or other facilities, the aggregate amount of such taxes and fees will be billed, insofar as practical, pro rata to exchange subscribers receiving service in the municipality or political subdivision.

#### 2.4.6 Provision for Certain Local Ordinance Costs

When the Company by virtue of its compliance with a municipal or county ordinance, incurs significant costs that would not otherwise normally be incurred, all such costs shall be billed, insofar as practical, pro rata, per exchange access line, to those subscribers receiving exchange service within the municipality or county as part of the price for exchange service.

An estimated monthly amount of such costs shall be billed to the affected subscribers each month and an adjustment to reconcile these estimates to the actual costs incurred for the six month periods ending June 30 and December 31 of each year shall be applied.

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Charges for permits, licenses or fees required by governing authorities for installing any telephone wire in a building will be billed by the Company to the requesting party.

#### 2.4.7 Reserved for Future Use

#### 2.4.8 Variable Term Payment

A. In the event that all or any part of the service is disconnected at the customer's request prior to the expiration of any selected payment period of greater than one month's duration, the customer will be required to pay the applicable termination charge as stated in the Access Service Price List, the Private Line Service Price List and this Price List. The Price List provisions concerning termination liability shall be inapplicable to any state, county, or municipal governmental entity when there is in effect, as a result of action by such entity and through a duly constituted legislative, administrative, or executive body:

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1. a statute;
2. an ordinance;
3. a policy directive; or
4. a constitutional provision

which restricts or prohibits an additional contractual payment for early termination of a contract by any such entity, or agency thereof, due to an unavailability of funding. When service is being provided and funding to the governmental entity for such service becomes unavailable, the governmental entity may cancel the service without additional payment obligation.

Absent any official statute, ordinance, policy directive, or constitutional provision, the customer shall be responsible for the termination charges.

Nonrecurring charges from Section 4. of this Price List and from the specific Price List section for the contracted service, associated with the establishment of the contracted service that has been deferred over the life of the payment plan, shall be due immediately and in full at the time of disconnect of the service in accordance with the Price List for the affected service.

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## 2.5 Liability of the Company

### 2.5.1 Service Irregularities

The liability of the Company for damages arising out of impairment of service provided to its subscribers such as defects or failure in facilities furnished by the Company or mistakes, omissions, interruptions, preemptions, delays, errors or defects in the provision of its services set forth herein or any portion of its services, occurring in the course of furnishing such facilities or services and not caused by the negligence of the subscriber, or of the Company in failing to maintain proper standards of maintenance and operation to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to the subscriber for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities or services occurs.

The Company shall not be liable for damage arising out of mistakes, omissions, preemptions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company, (1) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to the proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (2) not prevented by customer-provided equipment but which would have been prevented had company-provided equipment been used.

### 2.5.2 Use of Facilities of Other Connecting Carriers

When suitable arrangements can be made, facilities of other connecting carriers may be used in conjunction with this Company's facilities in establishing connections to points not reached by this Company's facilities. Neither this Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

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### 2.5.3 Indemnifying Agreement

The Company shall be indemnified and saved harmless by the subscriber or subscribers against claims for the libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities or the use thereof; against claims for infringement of patents arising from combining with, or using in connection with, facilities furnished by the Company, apparatus and systems of the subscriber; and against all other claims arising out of any act or omission of the subscriber in connection with the facilities provided by the Company.

### 2.5.4 Defacement of Premises

The Company is not liable for any defacement of or damage to the premises of a subscriber resulting from the furnishing of service or the attachment of the equipment and associated wiring furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of employees of the Company.

### 2.5.5 Period for the Presentation of Claims

The Company shall not be liable for damages or statutory penalties in any case where a claim is not presented in writing within sixty days after the alleged delinquency occurs.

### 2.5.6 Equipment in Explosive Atmosphere

A. The Company does not guarantee nor make any warranty with respect to equipment and facilities provided by it for use in an explosive atmosphere. The subscriber shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made instituted or asserted by the subscriber or by any other party or person, for any personal injury to or death of any person or persons and for any loss, damage or destruction of any property, whether owned by the subscriber or others, caused or claimed to have been caused directly or indirectly by the installation, operation failure to operate maintenance, removal, presence, condition, location or use said equipment so provided.

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d/b/a PAETEC Business Services

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B. The Company may require each subscriber to sign an agreement for the furnishing of such equipment as a condition precedent to the furnishing of such equipment.

C. The subscriber shall furnish, install and maintain sealed conduit with explosion-proof fittings between this equipment and points outside the hazardous area where connection may be made with regular facilities of the Company. The subscriber may be required to install and maintain this equipment within the hazardous area if, in the opinion of the Company.

2.5.7 Reserved for Future Use

2.5.8 Reserved for Future Use

2.5.9 Reserved for Future Use

2.5.10 Reserved for Future Use

**2.5.11 Application Testing**

The Company makes no warranties with respect to the performance of certain services for any and all possible customer applications which may utilize these services. The Company will provide a limited amount of such service(s) subject to the conditions specified in A. and B. following. Such service is to be utilized without charge in an initial application test with a customer for no longer than 60 days from the date of installation. The purpose of an application test is to determine the appropriateness of that specific service(s) for that specific application prior to the customer placing a firm order for such service(s).

A. Price List services which are approved for use in Application Testing are listed in 1. following. Additional regulations for Price List services that may be used in an application test are subject to the availability of facilities and equipment as determined by the Company.

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1. Price List services authorized for use in application testing and the specific price list reference addressing service-specific regulations are as follows:

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B. Services that are utilized in an application test with a customer may be provided without charge for an application test period of up to sixty days. Such service is provided for the specific purpose of conducting an application test with a customer and is not intended to be utilized as a substitute for temporary service.

1. Upon completion of the application test where the customer determines that the performance of the services utilized are unacceptable for the application, the application test service will be removed without charge to the customer.

2. Upon completion of the application test where the customer determines that the performance of the services utilized are acceptable for the application, however, the test service configuration must be changed, the customer shall be responsible for both the appropriate nonrecurring charges for the application test service plus all appropriate charges for the rearrangement of the service. Monthly billing shall begin for the rearranged service.

## 2.6 Classification of Areas as the Basis for Furnishing Telephone Service

### 2.6.1 General

A. Economical operation of the telephone business, to secure protection to the whole body of rate payers and to the business itself, requires that the property be built and operated in accordance with a definite plan under which specified classes of service are regularly furnished in specified areas or types of areas. The Telephone Company therefore does not undertake to furnish any desired class of service at any desired location, nor does it undertake to extend its plant to remote sections where such extension is not warranted by the public necessity as distinguished from personal desire, except where adequate protection is afforded.

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B. The provisions contained in the other sections of this price list describe the application of the general principles of providing telephone service. (T)

### 2.6.2 Classification of Areas

The general plan for furnishing telephone service is based on the following classification of areas by types for the determination of the classes of service available and for the application of rates.

#### A. Exchange Area

The Exchange Area or Local Service Area is that territory in which local exchange service is furnished and comprises all the area in which some form of local telephone service is furnished, as distinguished from toll service.

#### B. Toll Area

Outside the Exchange Area, interim foreign exchange service or foreign exchange service are the normal service offerings.

### 2.6.3 Reserved for Future Use

## 2.7 Obligation of the Company

### 2.7.1 Obligation to Furnish Service

The Company's obligation to furnish service or to continue to furnish service is dependent on its ability to obtain, retain and maintain suitable rights and facilities, and to provide for the installation of those facilities required incident to the furnishing and maintenance of that service.

## 2.8 Reserved for Future Use

## 2.9 Customer Premises Inside Wire

### 2.9.1 General

A. Customer premises inside wire is defined as that wire, including connectors, blocks and jacks, within a customer's premises that extends between the termination of the Exchange Access Line or private Line and those standard jack locations within the customer's premises to which terminal equipment can be connected for access to the Exchange Access Line.

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B. Customer premises inside wire provided by the customer must be installed in accordance with the technical standards and installation guidelines furnished to the Commission by the Company.

C. Customer premises inside wire provided by the customer may be connected to residence and business basic exchange service or private line service furnished by the Company either at the Network Interface or at any Company provided standard miniature modular jack located elsewhere on the premises.

D. The Network Interface for the connection of customer premises inside wire consists of a standard modular jack and is provided as part of the Exchange Access Line. The normal location of the Network Interface would be in close proximity to the protector or equivalent if located outside or where the Company's facilities enter the customer's premises when located inside. When the Company is notified prior to the installation of the Network Interface, the customer shall have the option, at no charge to the customer, of an indoor or outdoor Network Interface. When at the instance of the customer an existing Network Interface is moved from the outside to the inside, or vice versa, the applicable nonrecurring Service Charges specified in Section 4 of this price list apply. There will be no charge to the customer when the Company retrofit existing Access Line terminations in connection with other maintenance or installation work at the customer's premises.

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E. Company owned inside wire maintained by the customer remains the property of the Company.

#### 2.9.2 Responsibility of the Customer

A. In the event that the customer maintains or attempts to maintain inside wire, the customer assumes the risk of loss of service, damage to property, or death to, or injury of, the customer or the customer's agent. The customer will save the Company harmless from any and all liability, claims, or damage suits arising out of the customer's wire maintenance activity.

B. Where customer premises inside wire is maintained by the customer, the customer is responsible for correcting any service difficulty that is causing harm to the telecommunications network upon notice from the Company that such wire is causing the difficulty.

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2.9.3 Reserved for Future Use

2.9.4 Violation of Regulations

A. Where customer-provided inside wire is in violation of 2.9, the Company will promptly notify the customer of the violation and will take such immediate action as is necessary for the protection of the telecommunications network and Company employees.

B. The customer shall discontinue use of the customer-provided inside wire or correct the violation and notify the Company in writing that the violation has been corrected within 10 days after receipt of such notice.

C. Failure of the customer to discontinue such use or to correct the violation will result in the suspension of the customer's service until such time as the customer complies with the provisions of this Price List.

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2.10 Special Promotions

2.10.1 Regulations

A. The Company may offer approved special promotions of new or existing services or products for limited periods as approved by the Public Service Commission. These promotions are a temporary waiver of certain recurring, nonrecurring and/or usage charges as stated in paragraph 2.10.1.A. These promotions will be offered on a completely non-discriminatory basis with each subscriber in the classification of service and area for which the promotion is offered having an equal opportunity for participation.

2.11 Service Mark Protection

2.11.1 Use of Service Marks

Service Marks of THE OTHER PHONE COMPANY, INC. may not be used by any entity concurring in or providing services pursuant to this Tariff except under an express written license agreement with THE OTHER PHONE COMPANY, INC.

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**2.14 Customer Agents**

**2.14.1 General**

A. The conditions specified herein apply to any entity (hereinafter "agent"), including but not limited to Customer Premises Equipment Providers, Enhanced Service Providers, and Interexchange Carriers acting or purporting to act on behalf of a customer or prospective customer (hereinafter "customer") in transactions with the Company. Such transactions may include, but are not limited to: (1) requests for information about the service or equipment of any customer (2) negotiations regarding deposits, (3) orders for establishment of or changes in service or equipment, and (4) requests for or inquiries concerning the repair or maintenance of the service or equipment of any customer.

**2.14.2 Responsibility of the Agent**

A. The agent shall at all times act within the scope of the agent's authority as defined in the agent's agreement with the customer and shall not undertake any transaction with the Company on behalf of any customer unless the agent has been authorized to do so by that customer.

B. In undertaking any such transactions on behalf of any customer, the agent shall comply with all rules and regulations in this section of this Price List applicable to the transaction or to the service or equipment to which the transaction pertains.

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**2.14.3 Warranty and Liability of the Agent**

A. By undertaking any transaction with the Company on behalf of a customer, the agent warrants and represents to the Company that the agent has been duly authorized by the customer to act on behalf of the customer in the transaction undertaken. In the event that the customer denies that the agent has acted within the scope of its authority, the agent shall assume responsibility for such transactions and will indemnify and hold the Company harmless from any and all damages, losses, or claims resulting from such dispute or denial by the customer, except for any damages, losses, or claims resulting from the Company's willful misconduct, and will pay any and all applicable rates and charges for services rendered or equipment supplied by the Company because of the agent's actions. The foregoing in no way absolves the customer from liability arising from transactions performed by the agent on behalf of the customer.

**2.14.4 Proof of Authority**

A. When the Company in the reasonable exercise of the Company's discretion believes it appropriate, the Company may request proof of the authority of any party claiming to be the agent of the customer prior to acting upon such request. Failure of the Company to request such proof shall not, however, limit or otherwise affect the agent's responsibility or liability set forth herein, nor shall such a failure constitute a waiver of the Company's right to request such proof at any time in the future.

**2.15 Waiver of Nonrecurring Charges for Customers with Subvoice Grade Private Lines and Local Area Data Channels**

A. It is expressly declared that metallic facilities are in continually decreasing supply and that the Company does not hold itself in a position to make such facilities available. In addition, if modernization programs dictate the replacement of existing metallic facilities with facilities such as fiber optics and subscriber carrier that do not provide metallic continuity, the Company will not be required to continue to provide services that are based on metallic facilities.

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B. In consideration of the decreasing supply of metallic facilities, the Company will convert a customer's service that is based on such facilities to an alternate service and waive the nonrecurring charges associated with the change. This applies to a customer where metallic facilities are being displaced with non-metallic facilities, or a customer may elect to make this change at any time prior to a modernization program that would eliminate the availability of metallic facilities.

C. This waiver applies to private line customers with Subvoice Grade Service and Local Area Data Service. Alternative services that a customer may convert to are Voice Grade Private Lines, Service.

#### 2.16 Reserved for Future Use

#### 2.17 Commitment Guarantee Program

##### 2.17.1 General

A. The Commitment Guarantee Program provides a credit to residence and business customers should the Company fail to meet its commitment in connection with installation or repair of service provided over Company's facilities.

##### 2.17.2 Application

A. When initiated by the customer, the Company will arrange for a credit of \$5.00 on a residence account or \$10.00 on a business account for the missed commitment, unless an exception is applicable. The credit will be applied against the total amount due on the customer's bill.

B. One credit will apply per customer request for a commitment missed for installation or repair. A customer request includes all of the service that is to be installed or repaired on the same date and on the same system. Multiple attempts to invoke the guarantee for the same commitment and for the same customer are not to be considered as separate requests.

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C. The credit will apply in addition to waivers, promotions, or other guarantees in effect at the time of the missed commitment unless specifically excluded.

D. The plan may be suspended by the Company during or following a natural disaster such as described in 4.2.6.

E. The guarantee is applicable to services provided in this Tariff except as noted in 2.17.3 following.

**2.17.3 Limitations**

A. The Commitment Guarantee Program credit will not apply to:

1. Commitments missed due to customer initiated action.
2. Maintenance requests resulting from negligence, willful act of the subscriber or suspension of service for non-payment of charges.
3. Commitments missed during or as a result of labor difficulties, natural disasters, governmental orders, civil commotion, general network failure, or circumstances beyond the control and/or knowledge of the Company.
4. Services provided in conjunction with disaster relief in Section 4.
5. Directory Advertising.
6. Public Telephone Service
7. 911 and E911 services
8. Active and retired employees

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**SECTION 2 - RULES AND REGULATIONS, *continued***

**2.15 Levels of Service Quality Objectives**

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The Company will endeavor at all times to provide its Customers with high quality, reliable telecommunications services. However, the Company's ability to meet the stated service quality objectives is ultimately subject to the availability of any ILEC network and outside plant facilities and equipment which it utilizes, and the timeliness of the ILEC's response to Company-initiated requests for service installation and repair.

**2.15.1 Limitations**

Service quality objectives for installation, maintenance and repair as described herein apply only to single-line residence and business services.

Emergency conditions under which service quality objectives described in this section may not be met include but are not limited to Acts of God, fires, floods, earthquakes, hurricanes, tornados, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; or compliance with any law, order, regulation or other action of any governing authority or agency which impairs or interferes with the Company's normal business operations.

Service quality objectives apply to services and equipment provided by the Company only. The Company may be unable to meet these objectives due to the unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties under the direction of the Customer.

The Company's liability, where applicable, in the event that it is unable to meet the objectives described herein will be subject to the limitations of liability and credits and allowances for interruptions of service as provided in this Price List.

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**SECTION 2 - RULES AND REGULATIONS, *continued***

**2.15 Levels of Service Quality Objectives, *continued***

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**2.15.2 Installations**

Where ILEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is five working days.

**2.15.3 Maintenance and Repairs**

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances, the Company's objective for repair or restoration of service for single-line residence and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- (A) Restoration of 95% of interrupted service lines within 24 hours of receipt of the trouble report.
- (B) Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

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SECTION 2 - RULES AND REGULATIONS, *continued*

2.15 Levels of Service Quality Objectives, *continued*

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2.15.4 Grade of Service

Subject to the adequacy of facilities and equipment provided to the Company by incumbent local exchange carriers, the Company's objective grade of service standards are as follows:

- (A) During the average busy season busy hour, at least 90% of all calls offered to any trunk group shall not encounter an all-trunk busy condition.
- (B) During the average busy season busy hour, at least 90% of intra-office, inter-office, extended area and intraLATA direct distance dialed calls carried by the Company will encounter a ring back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing.

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE

3.1 Exchange Service List

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The Company has included all of the exchanges in the BellSouth local exchange territory in Florida as the potential areas where alternative local exchange service is offered.

BellSouth exchanges (and corresponding BellSouth rate group number):

Archer (5)	Fernandina Beach (3)	Lynn Haven (5)
Baldwin (9)	Flagler Beach (3)	Marathon (3)
Bell Glade (3)	Ft. George (9)	Maxville (9)
Big Pine Key (E)	Ft. Lauderdale (12)	Melbourne (7)
Boca Raton (10)	Ft. Pierce (5)	Miami (12)
Boynton Beach (10)	Gainesville (6)	icanopy (5)
Bronson (E)	Geneva (7)	Middleburg (9)
Brooksville (5)	Graceville (3)	Milton (6)
Bunnell (3)	Green Cove Springs (3)	Munson (6)
Cantonment (6)	Gulf Breeze (6)	Newberry (5)
Cedar Keys (1)	Havana (6)	New Smyrna Beach (4)
Century (6)	Hawthorne (5)	North Dade (12)
Chiefland (3)	Hobe Sound (6)	North Key Largo (3)
Chipley (3)	Holley-Navarre (6)	Oak Hill (4)
Cocoa (7)	Hollywood (12)	Old Town (2)
Cocoa Beach (7)	Homestead (12)	Orange Park (9)
Coral Springs (12)	Islamorada (4)	Orlando (11)
Cross City (2)	Jacksonville (10)	Oviedo (11)
Daytona Beach (6)	Jacksonville Beach (9)	ace (6)
DeBary (5)	Jay (E)	Pahokee (3)
Deerfield Beach (12)	Jensen Beach (6)	Palatka (4)
Deland (5)	Julington (9)	Palm Coast (3)
DeLeon Springs (4)	Jupiter (9)	Panama City (5)
Delray Beach (8)	Key Largo (4)	Panama City Beach (5)
Dunnellon (6)	Keystone Heights (3)	Pensacola (7)
East Orange (11)	Key West (4)	Perrine (12)
Eau Gallie (7)	Lake City (4)	Pierson (4)

E - See BellSouth General Subscriber Service Tariff.

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

BellSouth exchanges (and corresponding BellSouth rate group number) - (cont'd.):

Pomona Park (4)	Sebastian (6)	Vero Beach (5)
Pompano Beach (12)	Stuart (6)	Weekiwachee Springs (5)
Ponte Vedra Beach (9)	Sugarloaf Key (4)	Welaka (4)
Port St. Lucie (6)	Sunny Hills (3)	West Palm Beach (10)
St. Augustine (4)	Titusville (5)	Yankeetown (4)
St. Johns (11)	Trenton (E)	Youngstown-Fountain (5)
Sanford (8)	Vernon (3)	Yulee (9)

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

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When rate zones are used in the rate tables in this tariff, the applicable zone rate is based on the following chart:

CITY	RATE ZONE	AREA CODE	EXCHANGE
ARCHER	3	ALL	ALL
BALDWIN	2	ALL	ALL
BELLEGLADE	2	ALL	ALL
BIG PINE	2	ALL	ALL
BOCA RATON	1	ALL	ALL
BOYTON BEACH	1	ALL	ALL
BRONSON	3	ALL	ALL
BROOKSVILLE	3	ALL	ALL
BUNNELL	3	ALL	ALL
CANTONMENT	2	ALL	ALL
CEDAR KEYS	3	ALL	ALL
CENTURY	2	ALL	ALL
CHIEFLAND	3	ALL	ALL
CHIPLEY	3	ALL	ALL
COCOA	2	ALL	ALL
COCOA BEACH	1	321	476, 783, 784, 799, 853, 868
COCOA BEACH	1	407	476, 783, 784, 799, 853, 868
COCOA BEACH	3	321	730
COCOA BEACH	3	407	730
CORAL SPGS	1	ALL	ALL
CROSS CITY	3	ALL	ALL
DAYTONA BEACH	1	904	274, 201, 226, 238, 239, 248, 250, 252, 253, 254, 255, 257, 258, 323, 401, 681, 820, 831, 832, 869, 947, 979
DAYTONA BEACH	2	904	615, 671, 672, 673, 676, 677, 691, 903, 989, 441, 304, 322, 512, 756, 760, 761, 763, 767, 788

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

CITY	RATE ZONE	AREA CODE	EXCHANGE
DEBARY	2	407	574, 575, 860, 668, 753
DEERFIELD BEACH	1	ALL	ALL
DELEON SPG	3	ALL	ALL
DELRAY BEACH	1	ALL	ALL
DUNNELLON	3	ALL	ALL
EAST ORANGE	3	ALL	ALL
EAU GALLIE	1	321	242, 253, 254, 255, 259, 751, 752, 757
EAU GALLIE	1	407	242, 253, 254, 255, 259, 751, 752, 757
EAU GALLIE	2	321	773, 777, 779
EAU GALLIE	2	407	773, 777, 779
FERNANDINA BEACH	2	ALL	ALL
FLAGLER BEACH	2	ALL	ALL
FORT PIERCE	2	ALL	ALL

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

(D)(N)

CITY	RATE ZONE	AREA CODE	EXCHANGE
FT LAUDERDALE	1	954	390, 396, 398, 537, 561, 564-567, 630, 202, 209, 216, 219-223, 229, 238, 264, 267, 285, 286, 293, 351, 489-493, 546, 550, 619, 705, 771, 772, 776, 820, 906, 928, 938, 958, 992, 231, 236, 262, 370, 382, 423, 424, 452, 472-476, 503, 577, 693, 723, 915, 916, 207, 215, 225, 230, 244, 259, 268, 269, 273, 277, 291, 307, 313, 320, 348, 355, 356, 357, 365, 380, 399, 409, 459, 460, 462, 463, 466, 467, 468, 469, 509, 512-519, 521-528, 576, 595, 627, 679, 712, 713, 728, 759-769, 774, 779, 814, 831, 832, 847, 848, 855, 872, 250, 287, 386, 387, 402-405, 408, 412, 413, 484-486, 497, 506, 507, 508, 535, 541, 631, 676, 677, 714, 717, 730, 731, 733, 735, 739, 777, 808, 810, 875, 877, 878, 879, 896, 897, 898, 256, 664, 835-838, 845, 846, 851, 572, 578, 741, 742, 746-749, 217, 349, 384, 385, 389, 659, 359, 635, 252, 434, 680, 316, 321, 327, 581, 583-585
FT LAUDERDALE	2	954	587, 791, 792, 797

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

(D)(N)

CITY	RATE ZONE	AREA CODE	EXCHANGE
GAINESVILLE	1	ALL	ALL
GENEVA	3	ALL	ALL
GRACEVILLE	3	ALL	ALL
GREENCOVE SPRINGS	3	ALL	ALL
GULFBREEZE	2	ALL	ALL
HAVANA	3	ALL	ALL
HAWTHORNE	3	ALL	ALL
HOBE SOUND	2	ALL	ALL
HOLLEY NAVARRE	2	ALL	ALL
HOLLYWOOD	1	954	454-458, 883, 920-927, 929, 430-433, 435-438, 441-443, 447, 450, 538, 704
HOLLYWOOD	2	954	210, 228, 893, 894, 961-967, 981, 983, 985-987, 989
HOMESTEAD	1	305	242, 245, 246-248
HOMESTEAD	1	786	243
HOMESTEAD	3	305	230, 224, 257, 258
ISLAMORADA	1	305	517, 664

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONTD.)

3.1 Exchange Service List, (Cont'd.)

(D)(N)

CITY	RATE ZONE	AREA CODE	EXCHANGE
ISLAMORADA	2	305	240
JACKSONVILLE	1	904	200
JACKSONVILLE	1	904	202, 218, 220, 221, 223, 232, 244, 245, 260, 262, 268, 279, 281, 288, 292, 296, 306, 308, 313, 319, 332, 340, 346, 348, 350, 351, 353-361, 363, 366, 367, 390, 391, 393, 398, 399, 419, 433, 443, 448, 457, 459, 464, 475, 489, 498, 499, 515, 518, 519, 538, 549, 558, 564, 565, 598, 603-606, 617, 618, 620, 630, 632-634, 636, 641, 642, 645, 646, 665, 720-727, 730-733, 737, 739, 741, 743-745, 750, 762, 787, 790, 791, 798, 805, 812, 815-817, 821, 828, 840, 855, 858, 876, 880, 886, 895, 905, 918-920, 928, 946, 949, 952-954, 967, 987, 988, 992, 996-998
JACKSONVILLE	2	904	251, 317, 370, 378, 381, 384, 387, 388, 389, 541, 542, 573, 693, 695, 696, 713, 714, 751, 757, 764-766, 768, 771, 772, 777, 778, 779, 781, 783, 786, 908, 924, 981
JACKSVILLE BEACH	1	ALL	ALL
JAY	3	ALL	ALL
JENSEN BEACH	2	ALL	ALL

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3.1 Exchange Service List, (Cont'd.)

CITY	RATE ZONE	AREA CODE	EXCHANGE
JULINGTON	2	ALL	ALL
JUPITER	1	ALL	ALL
KEY LARGO	2	ALL	ALL
KEY WEST	1	ALL	ALL
KEYSTONE HEIGHTS	3	ALL	ALL
LAKE CITY	3	ALL	ALL
LYNN HAVEN	2	ALL	ALL
MARATHON	2	ALL	ALL
MAXVILLE	3	ALL	ALL

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3.1 Exchange Service List, (Cont'd.)

(D)(N)

CITY	RATE ZONE	AREA CODE	EXCHANGE
MELBOURNE	2	ALL	ALL
MIAMI	1	305	207, 208, 212, 214, 217, 219-223, 225-229, 231, 237, 241, 243, 244, 250, 260-277, 279, 284-288, 290, 291, 300, 303, 305, 309, 312-317, 324-327, 329, 334, 337, 339, 346-350, 352, 353, 355, 358, 361-366, 368, 369, 371-377, 379, 381, 391, 392, 397, 399, 400, 406, 412-416, 418, 427, 429, 436-438, 441-449, 452, 460-465, 468, 470-472, 475-478, 480, 482, 483, 485, 487, 488, 492, 499, 500, 501, 504, 512-514, 518, 520, 523, 526, 530-536, 538-545, 547-554, 556-560, 564-569, 571-573, 574, 575-579, 583, 585, 590-599, 601-605, 615, 629-631, 633-644, 646, 648, 649, 661-663, 666-669, 672-674, 679, 689, 695, 697-699, 701, 703, 707, 715-718, 729, 730, 732, 734, 736-740, 750, 755, 774, 784, 786, 789, 805, 806, 808, 809, 810, 814, 817-828, 833, 834, 837-844, 846, 854-874, 876, 880-889, 891-893, 895, 899, 906, 927, 939, 941, 955, 960, 961, 963, 966, 980-983, 993-998
MIAMI	1	786	263, 265, 268, 273, 275, 276, 304, 307, 331, 388, 396, 425, 432, 434, 468, 469, 470, 552, 597, 639, 777, 845

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3.1 Exchange Service List, (Cont'd.)

(D)(N)

CITY	RATE ZONE	AREA CODE	EXCHANGE
MIAMI	2	305	210, 344, 380, 382, 383, 385-388, 408, 435, 473, 486, 516, 524, 570, 617, 618, 681, 685, 687, 688, 691, 693, 694, 696, 706, 708, 751, 752, 754, 756-759, 762, 769, 782, 795, 835, 836, 920, 953, 977
MICANOPY	3	ALL	ALL
MIDDLEBURG	2	ALL	ALL
MILTON	2	ALL	ALL
MUNSON	3	ALL	ALL
NEWBERRY	3	ALL	ALL
NEW SMYRNA BEACH	2	ALL	ALL
NORTH KEY LARGO	1	ALL	ALL
NORTH DADE	1	305	209, 218, 239, 249, 306, 319, 354, 417, 466, 493, 616, 650-660, 678, 680, 682, 690, 692, 705, 719, 770, 787, 792, 816, 829, 875, 901, 902, 918, 919, 931-933, 935-937, 940, 944, 945, 947-949, 952, 956, 957, 999
NORTH DADE	1	786	274
NORTH DADE	2	305	410, 426, 430, 474, 620-628, 727, 943, 973, 974
NORTH DADE	2	786	320
OAK HILL	2	ALL	ALL
OLD TOWN	3	ALL	ALL
ORANGE CITY	2	ALL	ALL
ORANGE PARK	1	904	213, 272, 276, 298, 682
ORANGEPARK	2	904	215
ORANGEPARK	2	904	264, 269, 278
ORLANDO	1	321	201, 841, 843

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

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CITY	RATE ZONE	AREA CODE	EXCHANGE
ORLANDO	1	407	200, 202, 213, 220, 224, 226, 228, 229, 231, 233, 236, 237, 240, 244, 245, 246, 248, 251, 286, 316-318, 345, 351, 352, 354-356, 363, 370-372, 400, 401, 418-420, 422-426, 428, 438, 441, 458, 471, 481, 503, 524-528, 533, 540, 570, 642, 648-651, 685, 743, 762, 763, 769, 807, 812, 815-817, 819, 825, 826, 835, 836, 839, 841, 843, 849-852, 854-859, 872, 887, 888, 893-899, 903, 907, 918, 945, 972, 974, 987, 999
ORLANDO	2	407	207, 208, 249, 273, 275, 277, 281, 282, 290-299, 306, 380-382, 384, 445, 482, 521-523, 532, 578, 658, 736, 737, 822, 823, 882
OVIEDO	2	ALL	ALL
PACE	2	ALL	ALL
PAHOKEE	2	ALL	ALL
PALATKA	2	ALL	ALL
PALM COAST	2	ALL	ALL
PANAMA CITY	2	ALL	ALL
PANMA CITY BEACH	2	ALL	ALL
PENSACOLA	2	ALL	ALL
PERRINE	1	305	200
PERRINE	2	305	232, 233-235, 238, 251-256, 259, 278, 378, 969, 971
PERRINE	2	786	200, 242, 293
PIERSON	3	ALL	ALL

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

(D)(N)

CITY	RATE ZONE	AREA CODE	EXCHANGE
POMONA PARK	2	904	937
POMONA PARK	3	904	649
POMPANO BEACH	1	ALL	ALL
PONTEVEDRA BEACH	1	ALL	ALL
PT ST LUCIEN	2	ALL	ALL
PT ST LUCIES	2	ALL	ALL
SANFORD	1	407	333, 444, 771, 804, 805, 829, 942
SANFORD	2	407	302, 320-324, 328, 330, 665, 688, 871
SEBASTIAN	1	561	663, 664
SEBASTIAN	2	561	388, 581, 5889, 571
ST JOHNS	3	ALL	ALL
ST AUGUSTINE	1	904	460, 461, 471
ST AUGUSTINE	2	904	808, 810, 819, 823, 824-827, 829, 794, 797
STUART	2	561	219-221, 223, 283, 286-288, 781
SUGARLOAF KEY	2	ALL	ALL
SUNNYHILLS	3	ALL	ALL
TITUSVILLE	2	ALL	ALL
TRENTON	3	ALL	ALL
VERNON	3	ALL	ALL
VERO BEACH	1	561	231, 234
VERO BEACH	2	561	562-564, 567, 569, 770, 778, 794, 978

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SECTION 3. BASIC LOCAL EXCHANGE SERVICE, (CONT'D.)

3.1 Exchange Service List, (Cont'd.)

(D)(N)

CITY	RATE ZONE	AREA CODE	EXCHANGE
WEST PALM BEACH	1	561	202, 233, 242, 319, 355, 366, 387, 437, 471, 478, 494, 556, 591, 615, 616, 622, 624-627, 630, 640, 650-653, 655, 659, 671, 681-684, 686-689, 691, 694, 697, 712, 759, 775, 776, 796, 799, 802-805, 820, 822, 832, 833, 835, 837, 838, 840, 841, 842, 844, 845, 848, 863, 881, 882, 936, 937, 947
WEST PALM BEACH	2	561	205, 217, 230, 255, 326, 333, 357, 383, 432-434, 439, 493, 533, 534, 535, 540, 547, 550-554, 580, 582, 585, 586, 588, 598, 604-607, 641, 642, 649, 751, 753, 754, 784, 790-793, 795, 798, 806, 854, 874, 885, 963-969
WELAKA	3	ALL	ALL
WIKIWACHI SPRINGS	2	ALL	ALL
YANKEETOWN	3	ALL	ALL
YOUNGSTON FNTN	3	ALL	ALL
YULEE	2	ALL	ALL

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SECTION 4 - SERVICE CHARGES

4.1 Charges to Initiate or Change Service

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The following nonrecurring charges apply to processing service orders for new service, for changes in service, including features and directory listings; and for changes in the Customer's primary interexchange carrier (PIC) code. Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

Line Installation / Move / Add	<u>Business</u>	<u>Residential</u>
First Line	\$60.00	\$55.00 (I)
Each Additional Line, Same Order	\$30.00	\$25 00 (I)
Line Change Charge		
First Line	\$25.00	\$25.00 (I)
Each Additional Line, Same Order	\$25.00	\$25.00 (I)
Line Disconnect Charge	\$10.00	\$10.00 (I)

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SECTION 4 - SERVICE CHARGES, (CONT'D.)

(D)(N)

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician

	<u>Business</u>	<u>Residential</u>
Initial 15 minute increment	\$28.00	\$25.00
Each Additional 15 minute increment	\$ 9.00	\$ 9.00

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SECTION 4 - SERVICE CHARGES, (CONT'D.)

(D)(N)

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Business</u>	<u>Residential</u>
Per Occasion:		
First Line	\$50.00	\$35.00
Each Additional Line	\$25.00	\$20.00

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS

(D)(N)

5.1 Network Switched Service

5.1.1 General

Network Switched Service is provided via one or more channels terminated at the Customer's premises. Each Network Switched Service channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Network Switched Service provides a Customer with a connection to the Company's switching network which enables the Customer to:

- (A) receive calls from other stations on the public switched telephone network;
- (B) access the Company's local calling service;
- (C) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- (D) access the service of providers of interexchange service. A Customer may presubscribe to such provider's service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101XXXXXX).

Basic Business or Residential Access Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets or facsimile machines. A nonrecurring service connection charge applies to each new access line installation and monthly recurring charge applies per access line.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(D)(N)

5.1 General, (Cont'd.)

5.1.2 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Florida Service Commission:

Residential Bundled Local Service  
Business Bundled Local Service  
Optional Calling Features  
IntraLATA Toll Services

The following services are available but are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non-Listed Services)  
Directory Assistance  
Operator Services

5.1.3 Application of Rates and Charges

All services offered in this tariff are subject to service ordering and change charges where the Customer requests new services or changes in existing services, as well as applicable nonrecurring and monthly recurring charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business lines, PBX Trunks, and DID Trunks.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(D)(N)

5.1 General, (Cont'd.)

5.1.4 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

- A. Governmental fire fighting, Florida State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
- B. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

(D)(N)

*All material previously found on this page has been deleted. All material now found on this page is new.*

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(D)(N)

5.2 Optional Calling Features

The features listed in this section are offered by the Company to Business Customers.

5.2.1 Feature Descriptions

- (A) Flexible Call Forwarding: Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other Capabilities included with this feature include:

Speed Forwarding;  
Priority Screening;  
Ring Control; and  
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) Flexible Call Forwarding with Audio Calling Name: Provides all of the functionality of Flexible Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (C) Flexible Call Forwarding Plus: Provides all of the functionality of Flexible Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Flexible Call Forwarding is active.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(N)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

- (D) Flexible Call Forwarding Plus with Audio Calling Name - Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) Call Forwarding Variable - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) Call Forwarding Variable, Remote Access - Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to 1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

- (G) Call Forwarding Don't Answer, Basic: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) Call Forwarding Don't Answer w/ Ring Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(N)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

- (I) Call Forwarding Don't Answer w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) Call Forwarding Busy Line, Basic: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) Call Forwarding Busy Line w/ Customer Control: Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) Call Waiting - Basic: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(N)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

- (M) Call Waiting - Deluxe: Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

- Answer the waiting call and placing the first party on hold;
  - Answer the waiting call and disconnecting from the first party;
  - Direct the waiting caller to hold via a recording
  - Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

- Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end -user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding Don't Answer feature active in order to forward a waiting call to another location.

- (N) Call Waiting - Deluxe with Conferencing: Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

- (O) Caller ID - Basic: Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(N)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

- (P) Caller ID - Deluxe: Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) Anonymous Call Rejection: Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand alone feature or as an add-on to Caller ID Deluxe.
- (R) Call Block: Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) Call Return: allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(N)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

- (T) Call Selector: Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) Call Tracing: Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) Calling Number Delivery Blocking: Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) Message Waiting Indication: Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(N)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

(X) Multiple Directory Number Distinctive Ringing: This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

(Y) Preferred Call Forwarding: Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to number and can add or remove calling numbers from the feature's screening list.

(Z) Repeat Dialing: Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

(N)

5.2 Optional Calling Features, (Cont'd.)

5.2.1 Feature Descriptions, (Cont'd.)

- (AA) Speed Calling: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the a speed calling list without assistance from the Company.
- (AB) Three Way Calling: Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.
- (AC) Internet Call Waiting: Allows the Customer to manage the incoming calls while logged on to the Internet. When a Customer is on the Internet and receives a call, a small window pops up on the computer screen with the name and number of the caller and four disposition options for the call. The options are as follows:
  - Accept the call;
  - Send the call to voice mail;
  - Place the call on hold;
  - Forward the call;
  - Ignore the call / time out.
- (AD) 900 / 976 Block: 900/976 Block blocks calls to 900 and 976 numbers.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

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5.3 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.3.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.3.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.4 Directory Assistance

There shall be no charge for the first 50 directory assistance calls made per billing cycle for lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.6 Miscellaneous Services

5.6.1 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.6.2 Vanity Number Service

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

5.6.3 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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SECTION 5 - NETWORK SERVICES DESCRIPTIONS, (CONT'D.)

5.7 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications device for the deaf (TDD) user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

5.8 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 6 - LOCAL SERVICES PRICE LIST

(N)

6.1 Residential Bundled Local Service

6.1.1 General

(A) The Company offers basic local exchange service only as part of a bundle or package of telecommunications services to small business and/or residential Customers. The Company's bundled residential services are available only for residential voice use, and may not be used for other purposes, including but not limited to, placing calls using automatic dialing devices, for data transmission, placing calls for the purpose of telemarketing products or services, or in conjunction with the operation of a business.

(B) End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC, pursuant to the Company's federal rate schedules.

(C) Combination Charge

A Combination Charge may be applied to each line to allow the Company to combine elements into a service offering available to Customers in the State of Florida.

	<u>Monthly</u>
UNE-P Combination Charge	\$10.00
Total Resale Combination Charge	\$10.00

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

(N)

6.1 Residential Bundled Local Service, (Cont'd.)

6.1.1 General, (cont'd)

(D) Additional Lines

Bundled Service Customers may purchase multiple lines or add lines to existing services, up to a total of ten (10) lines. The bundles rates below apply to the primary line. Each additional line will be billed at the additional rate specified in the Local Bundle package(s) below.

(E) Feature Installation Charge

When the Local Bundle Customer adds Custom Calling or CLASS features to an existing service or to an additional line, a nonrecurring charge applies per order, per line. The nonrecurring Feature Installation charge is listed in Section 6.3.2(B)2 of this tariff.

(F) Vacation Hold Discount

Vacation Hold Discount provides local residential bundled service customers a 40% discount off of their monthly recurring usage charges when they are not using their bundled service. Customers will be eligible for Vacation Hold Service after three (3) months of service and if their account is in good standing. The minimum period for Vacation Hold Discount is one (1) month and the maximum length of time the discount can be applied is six (6) consecutive months per year. Customers can only receive the discount one time per year based on the anniversary date. A one time fee applies to initiate the Vacation Hold Discount. The Vacation Hold Discount will automatically be disconnected upon usage or at the end of the specified end period whichever comes first. Lines on the Vacation Hold Discount will be blocked from making long distance calls during the period of the discount.

Nonrecurring Charge \$15.00

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.1 Residential Bundled Local Service, (Cont'd.)

6.1.2 United 1000 Plan

(A) United 1000 Plan includes the following services:

- 1000 minutes of local voice calling, per line / per month (calls in excess of the allowance are \$0.01 per minute);
- Three Custom Calling or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis (additional features may be purchased individually); and
- Unlimited minutes of free local, intraLATA or interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

(B) Per Minute Rate

	<u>Per Minute</u>
Local Calling in excess of the 1000 minute allowance	\$0.010

(C) Monthly Recurring Charge:

(1) Initial Line

Zone 1	\$15.95
Zone 2	\$28.95
Zone 3	\$49.95

(2) Each Additional Line

Zone 1	\$15.95
Zone 2	\$28.95
Zone 3	\$49.95

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.1 Residential Bundled Local Service, (Cont'd.)

6.1.3 United Unlimited Plan

(A) United Unlimited Plan includes the following services:

- Unlimited local voice calling, per line, per month;
- unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis; and
- Unlimited free local, intraLATA or interLATA voice long distance usage to any other Customer who also subscribes to bundled local services from the Company.

(B) Monthly Recurring Charge:

(1) Initial Line

Zone 1	\$23.95
Zone 2	\$39.95
Zone 3	\$59.95

(2) Each Additional Line

Zone 1	\$23.95
Zone 2	\$39.95
Zone 3	\$59.95

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONTD.)

6.1 Residential Bundled Local Service, (Cont'd.)

6.1.4 Unlimited Nationwide Plan

(A) Unlimited Nationwide Plan includes the following services:

- Unlimited local voice usage, unlimited intraLATA voice usage, and unlimited interLATA (intrastate and interstate) long distance voice usage; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

(B) Monthly Recurring Charge:

(1) Initial Line

Zone 1	\$53.95
Zone 2	\$69.95
Zone 3	\$89.95

(2) Each Additional Line

Zone 1	\$53.95
Zone 2	\$69.95
Zone 3	\$89.95

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.1 Residential Bundled Local Service, (Cont'd.)

(N)

6.1.5 Florida 200 Plan

(A) Florida 200 Plan includes the following services:

- Unlimited local voice calling.
- Four free Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis. Additional features are available for an additional fee;
- Unlimited intraLATA and interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company; and
- Two hundred (200) combined minutes of intraLATA, interLATA and interstate voice long distance usage to end-users who are not subscribed to Company's bundled local service. Additional long distance usage to end-users who are not subscribed to Company's bundled local service are available and described in Company's long distance tariff.

(B) Monthly Recurring Charge:

(1) Initial Line

Zone 1	\$34.95
Zone 2	\$51.95
Zone 3	\$72.95

(2) Each Additional Line

Zone 1	\$34.95
Zone 2	\$51.95
Zone 3	\$72.95

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.1 Residential Bundled Local Service, (Cont'd.)

6.1.6 Statewide Plan

The Statewide Plan is available to residential Customers only and includes the following services and features:

- Unlimited local and intrastate (intraLATA and interLATA) long distance voice usage.
- Unlimited Custom Calling and/or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis.
- Unlimited interstate long distance minutes to any other Customer who also subscribes to bundled local services from the Company. Additional long distance service is available and described in Company's long distance tariff.

Monthly Recurring Charge

(1)	Initial Line	<u>Per Month</u>
	Zone 1	\$39.95
	Zone 2	\$49.95
	Zone 3	\$66.95
(2)	Each Additional Line	<u>Per Month</u>
	Zone 1	\$39.95
	Zone 2	\$49.95
	Zone 3	\$66.95

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONTD.)

6.1 Residential Bundled Local Service, (Cont'd.)

6.1.7 Residential Bonus Line for Bundled Plans

(A) Residential Bonus Line for Bundled Plans is available to residential Customer's only who are subscribed to a Residential Bundled Local Service offering (as described in Section 6.1) for one or more telephone lines. Customer must remain a subscriber to a Residential Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. The Residential Bonus Line offering is part of a bundled local and long distance service, and all lines subscribed to this service must remain presubscribed to the Company's interLATA and intraLATA long distance service in order to qualify for the services and rates included in this Plan.

The Residential Bonus Line for Bundled Plans offering includes the following services:

- Unlimited local voice usage;
- Features are available and charged on an individual basis, subject to availability; (see Section 6.3 for rates); and
- Free intraLATA and/or interLATA long distance voice usage when call is placed to any other (either business or residential) Customer who also subscribes to bundled local services from the Company.

(B) Monthly Recurring Charge:

(1) Per Line

Zone 1	\$18.95
Zone 2	\$24.95
Zone 3	\$39.95

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 Business Bundled Local Service

(N)

6.2.1 Business Bundled Local Service

(A) General

(1) The Company offers basic local exchange service as part of a bundle or package of telecommunications services to its business Customers. Company's business services which are billed on a flat rate basis are available only for standard business voice use, and may not be used for the purpose of telemarketing products or services using automatic dialing devices or any other manual or automated calling methods and/or for data transmission. In the event the Company reasonably determines that the Customer usage is outside the terms of its service, it may terminate the service or apply a surcharge to all usage outside the terms of service, after due notice to the Customer. The surcharge will be \$0.01/minute for each additional local minute for plans with unlimited local voice usage and \$0.05/minute for each additional intraLATA or interLATA minute for plans with unlimited intraLATA and/or interLATA voice usage.

(2) Additional Lines

Bundled Service Customers may purchase multiple lines or additional lines to existing services, up to a total of ten (10) lines. The bundled rates below apply to the primary line. Each additional line will be billed at the rate specified for additional lines in the Local Bundle Packages below.

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 Business Bundled Local Service, (Cont'd.)

(N)

6.2.2 Other Monthly Recurring Charges

(B) End-User Common Line (EUCL) Recovery Charge

A monthly recurring charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC, pursuant to the Company's federal rate schedules.

(C) Combination Charge

A Combination Charge may apply to each line to allow the Company to combine elements into a service offering available to Customers in the State of Florida.

	<u>Monthly</u>
UNE-P Combination Charge	\$10.00
Total Resale Combination Charge	\$10.00

(D) Hunting (aka. Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting.

(1) In BellSouth Service Areas

	<u>Hunting Per Line</u>
All Zones	\$10.00

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 Business Bundled Local Service, (Cont'd.)

(N)

6.2.3 Basic Business Plan

(A) Description

The Basic Business Plan is available to business Customers only. The monthly service fee is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

(B) The Basic Business Plan includes the following services:

- 1500 minutes of local calling, per line, per month. Calls in excess of the allowance are \$0.01 per minute.
- Three Custom Calling or CLASS features (subject to availability) excluding the Custom Calling features that are priced on a per call basis. Additional features may be purchased individually.
- 1000 minutes of local, intraLATA and interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

(C) Monthly Charge, per line

Primary Line:	Zone 1:	\$19.95
	Zone 2:	\$24.95
	Zone 3:	\$47.95
Additional Line:	Zone 1:	\$15.00
	Zone 2:	\$20.00
	Zone 3:	\$43.00

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 Business Bundled Local Service, (Cont'd.)

(N)

6.2.4 Business Bundle Plan

(A) Description

The Business Bundle Plan is available to business Customers only. The Business Bundle Plan provides unlimited local and intraLATA voice calls, most features and long distance. Monthly service is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one-minute minimum.

(B) The Business Bundle Plan includes the following services:

- Dial Tone;
- Unlimited local voice usage;
- Unlimited intraLATA voice usage;
- Unlimited Custom Call and Class Features, subject to availability (excluding custom calling features that are priced on a per call basis); and
- 1000 minutes per line per month of intraLATA and interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

(C) Monthly Recurring Charge:

(1) Initial Line

	<u>Per Month</u>
Zone 1	\$39.95
Zone 2	\$44.95
Zone 3	\$69.95

(2) Each Additional Line

	<u>Per Month</u>
Zone 1	\$35.00
Zone 2	\$40.00
Zone 3	\$62.00

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONTD.)

6.2 Business Bundled Local Service, (Cont'd.)

(N)

6.2.5 Strictly Business Plan

A. Description

The Strictly Business Plan is available to business Customers only. The Strictly Business Plan provides unlimited local usage, most features and long distance. The monthly service fee is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

B. The Strictly Business Plan includes the following services:

- Dial Tone;
- Unlimited local voice service usage;
- Unlimited Custom Calling and Class Features subject to availability (excluding features that are price on a per call basis); and
- 1000 minutes per line per month of intraLATA and interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

C. Monthly Recurring Charge:

Primary Line:	Zone 1:	\$24.95
	Zone 2:	\$33.95
	Zone 3:	\$56.95
Additional Line:	Zone 1:	\$20.00
	Zone 2:	\$30.00
	Zone 3:	\$51.00

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 Business Bundled Local Service, (Cont'd.)

6.2.6 Unlimited Nationwide Plan

(A) Description

The Unlimited Nationwide Plan for Business is available only to business customers as part of a bundle or package of services. The monthly service fee is billed in advance. For long distance billing purposes calls will be billed in six (6) second increments, with a one (1) minute minimum.

(B) The Unlimited Nationwide Plan for Business includes the following services:

- Unlimited local, intraLATA, interLATA, and interstate long distance voice usage; and
- Unlimited Custom Calling and/or CLASS features (subject to availability), excluding the Custom Calling features that are priced on a per call basis.

(C) Monthly Charge, per line

Primary Line:	Zone 1:	\$54.95
	Zone 2:	\$64.95
	Zone 3:	\$79.95
Additional Line:	Zone 1:	\$50.00
	Zone 2:	\$58.00
	Zone 3:	\$71.00

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.2 Business Bundled Local Service, (Cont'd.)

(N)

6.2.7 Business Bonus Line for Bundled Plans

- (A) The Business Bonus Line for Bundled Plans is available to business customer's only who are subscribed to a Business Bundled Local Service offering (as described in Section 6.2) for one or more telephone lines. Customer must remain a subscriber to a Business Bundled Local Service for one or more lines in order to stay subscribed to this service for any additional lines. The Business Bonus Line for Bundled Plans offering is part of a bundled local and long distance service, and all lines subscribed to this service must remain presubscribed to the Company's interLATA and intraLATA long distance service in order to qualify for the services and rates included in this Plan.

The Bonus Line offering includes the following services:

- Unlimited local voice usage;
- Features are available and charged on an individual basis, subject to availability (see Section 6.3 for rates); and
- 1000 minutes per line per month of local, intraLATA and interLATA long distance voice usage to any other Customer who also subscribes to bundled local services from the Company.

(B) Monthly Recurring Charge:

Per Line:	Zone 1:	\$18.95
	Zone 2:	\$24.95
	Zone 3:	\$39.95

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.3 Optional Calling Features

(N)

The features in this section are made available on an individual basis, as part of multiple feature packages or as part of a bundled service. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

6.3.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

(A) In BellSouth Areas

<u>Optional Calling Features</u>	<u>Business</u>
Three-Way Calling	\$0.95
Call Return	\$0.95
Repeat Dialing	\$0.95
Calling Number Delivery Blocking, Per Call	\$0.75

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.3 Optional Calling Features, (Cont'd.)

6.3.2 Features Offered on Monthly Basis, (Cont'd.)

(B) Bundled Service Optional Calling Features

The following Optional Calling Features are available to Customers who subscribe to the Company's bundled services when the optional calling feature is not part of the bundled service. A nonrecurring feature installation charge applies.

(1) Monthly Recurring Charges

	<u>Residence</u>
Call Waiting	\$4.45
Caller ID	\$5.95
Caller ID with Name	\$6.45
Call Waiting with ID and Name	\$6.45
Internet Call Waiting	\$3.95
Call Forwarding	\$2.95
Ring no answer Call Forward	\$3.45
Busy Call Forward	\$3.95
Call Forward Remote Access	\$4.45
3-way Calling	\$3.45
3-way Calling with Call Transfer	\$4.45
Call Return	\$3.45
Call Return Block	\$3.95
Speed Dialing 30	\$2.95
Speed Dialing 8	\$2.95
Repeat Dialing	\$2.95
Anonymous Call Rejection	\$2.45
Call Block	\$3.45
900/976 Block	\$3.45
Privacy Director	\$4.95
Ringmaster I	\$3.45
Ringmaster II	\$4.45
Custom Toll Restriction	\$1.45
Voicemail	\$5.95

(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.3 Optional Calling Features, (Cont'd.)

6.3.2 Features Offered on Monthly Basis, (Cont'd.)

(B) Bundled Service Optional Calling Features, (Cont'd.)

(2) Nonrecurring Charge

Feature Installation Charge

Residence  
\$25.00

(N)  
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(N)

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SECTION 6 - LOCAL SERVICES PRICE LIST, (CONT'D.)

6.4 Telecommunications Relay Service

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

(N)  
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(N)

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SECTION 7 - DIRECTORY LISTINGS AND SERVICES

7.1 Directory Listings

7.1.1 General

One listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on directory assistance records. Listing information (name, address and number) on non-published service is not available to the general public, notwithstanding any claim of emergency the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. The charges listed below are monthly charges and are the same for both Residence or Business Customers.

(N)

(N)

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SECTION 7 - DIRECTORY LISTINGS AND SERVICES, (CONT'D)

7.1 Directory Listings, (Cont'd.)

7.1.2 Free Listings

The following listings are provided at no additional charge to the Customer:

one listing for each individual line service, auxiliary line or PBX system.

7.1.3 Rates for Additional Listings

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 7.1.4.

	Business	Residential
Additional Listing, per listing	\$1.20	\$1.20

(N)

(N)

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SECTION 7 - DIRECTORY LISTINGS AND SERVICES, (CONT'D)

7.2 Non-Published Service

(N)

7.2.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

7.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

(N)

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SECTION 7 - DIRECTORY LISTINGS AND SERVICES, (CONT'D)

7.2 Non-Published Service, (Cont'd)

(N)

7.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charges does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

	Business	Residence
Non-published service charge, per month:	\$3.50	\$3.50

(N)

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SECTION 7 - DIRECTORY LISTINGS AND SERVICES, (CONT'D)

7.3 Non-Listed Service

7.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

7.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

(N)

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SECTION 7 - DIRECTORY LISTINGS AND SERVICES, (CONT'D)

7.3 Non-Listed Service, (Cont'd.)

7.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charges applies if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

	Business	Residence
Non-published service charge, per month:	\$0.95	\$0.95

(N)

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SECTION 7 - DIRECTORY LISTINGS AND SERVICES, (CONT'D)

7.4 Directory Assistance Services

7.4.1 Directory Assistance

There shall be no charge for the first 50 directory assistance calls made per billing cycle for lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

A Directory Assistance charge applies per local directory assistance call. A local directory assistance call charge will be applied to all requests for numbers within the customer's area code or LATA. A national directory assistance call charge will be applied to all requests for numbers outside the customer's area code or LATA. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each Local Directory Assistance Call	\$1.35
Each National Directory Assistance Call	\$1.99

7.4.1.1 Directory Assistance Call Completion

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

Per Call	\$0.45
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(N)

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SECTION 8 - LOCAL OPERATOR SERVICES

8.1 General

Operator Handled Calling Services are provided to Customers and Users of Company-provided Exchange Access Services, and to Customers and Users of exchange access lines.

8.1.1 Definitions

Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.

Person-to-Person: Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station. Calls may be dialed with or without the assistance of a Company operator.

Station-to-Station Card: Refers to calls other than person-to-person calls billed to either the end user's commercial credit card and/or nonproprietary calling card. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Operator Dialed Charge: The end user places the call without dialing the destination number, although the capability to do it himself exists. The end user will dial "0" for local calls and "00" for long distance calls and then request the operator to dial the called station.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

(N)

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SECTION 8 - LOCAL OPERATOR SERVICES, (CONT'D.)

8.1 General, (Cont'd.)

8.1.1 Definitions

Operated Dialed Surcharge: Station-to-Station operator assisted or Person-to-Person operator assisted calls (excluding those billed to calling cards) where the operator dials the terminating number. Operator Dialed Surcharge is in addition to any applicable Billing Surcharge. The following Operator Assisted Local Calls are exempted from the service charge:

- (1) Calls to designated Company numbers for official telephone business;
- (2) Emergency calls to recognizable authorized civil agencies;
- (3) Those cases where a Company operator provides assistance to:
  - (a) Re-establish a call which has been interrupted after the calling number has been reached.
  - (b) Reach the calling telephone number where facility problems prevent customer dial completion.
  - (c) Place a sent-paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of his handicap.

(N)

(N)

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SECTION 8 - LOCAL OPERATOR SERVICES, (CONT'D.)

8.1 General, (Cont'd.)

8.1.2 Service Charges

Local exchange calls may be placed on an Operator Assisted basis. Service charges for Operator Assisted calls are detailed below. These charges are in addition to, if any, usage rates.

Station-to-Station Card	\$0.80/per call
Operator Calling Card	\$1.75/per call
Third Number Billing	\$1.75/per call
Collect Calls	\$1.75/per call
Person to Person	\$3.25/per call
Operator Dialed Surcharge	\$0.60/per call

(N)  
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SECTION 8 - LOCAL OPERATOR SERVICES, (CONT'D.)

(N)  
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(N)

8.2 Local Operator Services

8.2.1 Busy Line Verify and Line Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a called line.

- (A) The operator will determine if the line is clear or in use and report to the calling party.
- (B) The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
- (C) A charge will apply when:
  - (1) The operator verifies that the line is busy with a call in progress.
  - (2) The operator verifies that the line is available for incoming calls.
  - (3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.
- (D) No charge will apply when the calling party advises that the call is to or from an official public emergency agency.
- (E) Business Verification and Interrupt Service is furnished where and to the extent that facilities permit.
- (F) The Customer shall identify and hold the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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SECTION 8 - LOCAL OPERATOR SERVICES, (CONTD.)

8.2 Local Operator Services, (Cont'd.)

8.2.1 Busy Line Verify and Line Interrupt Service

(G) Rates

Busy Line Verify Service	\$2.50 (each request)
Busy Line Verify and Busy Line Interrupt Service	\$5.00 (each request)

(N)  
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SECTION 9 - MISCELLANEOUS SERVICES

9.1 Carrier Presubscription

9.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

9.1.2 Presubscription Options

Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A: Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D: Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

(N)

(N)

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.1 Carrier Presubscription, (Cont'd.)

9.1.2 General, (Cont'd.)

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

9.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 9.4.5 below:

(N)

(N)

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.1 Carrier Presubscription, (Cont'd.)

9.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 9.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

(N)

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SECTION 9 - MISCELLANEOUS SERVICES, (CONT'D.)

9.1 Carrier Presubscription, (Cont'd.)

9.1.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 9.4.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$10.00
Additional Line, Trunk or Port	\$10.00

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SECTION 10 - PROMOTIONAL OFFERINGS

10.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Company's price lists.

10.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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