Florida Price List No. 1 1<sup>st</sup> Revised Title Page Cancels Original Title Page

## TITLE PAGE

## Florida Price List No. 1

#### OF

#### **ACN Communication Services, Inc.**

This Price List contains the descriptions, regulations, service standards and rates applicable to the furnishing of service and facilities for telecommunications services provided by ACN Communication Services, Inc. with principal offices 1000 Progress Place NE, Concord, North Carolina 28025. This Price List applies to services provided 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 business.

(T) (T)

Issued: August 6, 2008

Issued By:

Daniel Crowley Vice President-Finance 1000 Progress Place NE Concord, North Carolina 28025 Effective: August 7, 2008

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## CHECK SHEET

The sheets of this Price List, as listed below, 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 at the bottom of this page.

PAGE	REVISION		PAGE	REVISION		PAGE	REVISION
Title	1 <sup>st</sup> Revised		37	Original		48.24	Original
1	34 <sup>th</sup> Revised *	:	38	Original		48.25	Original
1.1	Original		39	Original		48.26	Original
	Original		40	4 <sup>th</sup> Revised		48.27	Original
2 3	Original		40.1	1 <sup>st</sup> Revised		48.28	Original
4	Original		41	4 <sup>th</sup> Revised		49	7 <sup>th</sup> Revised *
5	Original		42	7 <sup>th</sup> Revised		49.1	6 <sup>th</sup> Revised
6	Original		42.1	5 <sup>th</sup> Revised		50	4 <sup>th</sup> Revised
7	Original		43	5 <sup>th</sup> Revised		50.1	2 <sup>nd</sup> Revised
8	Original		44	7 <sup>th</sup> Revised		50.2	Original
9	Original		44.1	5 <sup>th</sup> Revised		51	1 <sup>st</sup> Revised
10	Original		45	4 <sup>th</sup> Revised		52	3 <sup>rd</sup> Revised
11	Original		46	7 <sup>th</sup> Revised		53	6 <sup>th</sup> Revised
12	Original		47	4 <sup>th</sup> Revised		54	3 <sup>rd</sup> Revised
13	Original		48	8 <sup>th</sup> Revised		55	Original
14	Original		48.1	1 <sup>st</sup> Revised		56	Original
15	Original		48.2	3 <sup>rd</sup> Revised		57	Original
16	Original		48.3	3 <sup>rd</sup> Revised		58	2 <sup>nd</sup> Revised
17	Original		48.4	6 <sup>th</sup> Revised	*	59	2 <sup>nd</sup> Revised
18	Original		48.5	3 <sup>rd</sup> Revised		60	1 <sup>st</sup> Revised
19	1 <sup>st</sup> Revised		48.6	6 <sup>th</sup> Revised	*	61	1 <sup>st</sup> Revised
20	3 <sup>rd</sup> Revised		48.7	3 <sup>rd</sup> Revised		62	3 <sup>rd</sup> Revised
21	<sup>•</sup> Original		48.8	7 <sup>th</sup> Revised	*	62.1	3 <sup>rd</sup> Revised
22	Original		48.9	1 <sup>st</sup> Revised		62.2	1 <sup>st</sup> Revised
23	Original		48.10	4 <sup>th</sup> Revised		63	3 <sup>rd</sup> Revised
24	Original		48.11	1 <sup>st</sup> Revised		64	7 <sup>th</sup> Revised
25	Original		48.12	2 <sup>nd</sup> Revised	*	65	3 <sup>rd</sup> Revised
26	Original		48.13	1 <sup>st</sup> Revised		66	4th Revised
27	Original		48.14	5 <sup>th</sup> Revised	*	67	Original
28	Original		48.15	1 <sup>st</sup> Revised		68	3 <sup>rd</sup> Revised
29	Original		48.16	2 <sup>nd</sup> Revised	*	69	Original
30	Original		48.17	Original		70	3 <sup>rd</sup> Revised
31	Original		48.18	1 <sup>st</sup> Revised	*	<b>7</b> 1	Original
32	Original		48.19	Original		72	Original
33	Original		48.20	1 <sup>st</sup> Revised	*	73	Original
34	Original		48.21	Original		74	Original
35	Original		48.22	Original		74.1	Original
36	Original		48.23	Original		75	6 <sup>th</sup> Řevised
* Included	with this filing			-			

\* Included with this filing.

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Treasurer/CFO 1000 Progress Place NE Concord, North Carolina 28025 Effective: August 10, 2015

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# CHECK SHEET

PAGE	REVISION	PAGE	REVISION	PAGE	REVISION	
76	Original					( <b>M</b> )
77	1 <sup>st</sup> Revised					
78	Original					
79	1 <sup>st</sup> Revised					
80	Original					( <b>M</b> )

Material now found on this page was previously located on Page 1.

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### SYMBOLS

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

D	Delete Or Discontinue
Ι	Change Resulting In An Increase to A Customer's Bill
M	Moved From or To Another Price List Location
Ν	New
R	Change Resulting In A Reduction To A Customer's Bill

Change in Text Or Regulation But No Change In Rate Or Charge

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## PRICE LIST FORMAT

- A. **Page Numbering** Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Price List. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Pages14 and 15 would be 14.1.
- **B.** Page Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the FPSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. that the FPSC follows in their Price List approval process, the most current page number on file with the Commission is not always the Price List page in effect. Consult the Check Sheet for the page currently in effect.
- C. **Paragraph Numbering Sequence** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a). 2.1.1.A.1.(a).I. 2.1.1.A.1.(a).I.(i). 2.1.1.A.1.(a).I.(i).(1).
- **D.** Check Sheets When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the pages contained in the Price List, with a cross reference to the current revision number. When new pages are added, the check sheet is 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 pagse). The Price List user should refer to the latest check page to find out if a particular page is the most current on file with the FPSC.

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## SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Account - A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line therefore will not be provisioned to include a separate call allowance structure. No features are included with the second or non-primary local exchange access line.

ACN - ACN Communication Services, Inc., issuer of this price list.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

Commission - The Florida Public Service Commission.

Common Carrier - An authorized company or entity providing telecommunications services to the public

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## SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

**Company** - ACN Communication Services, Inc., the issuer of this price list.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this price list.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Price List by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price List, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Price List or by applicable law.

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## SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor tariff(s).

LEC - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

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

**Message Toll Service** - A service that provides facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this price list The rates specified in this price list are in payment for all services furnished between the calling and called stations.

MOU - Minutes of Use

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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## SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT'D.

Service - Any means of service offered herein or any combination thereof.

Service Order Form - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

**Station** - The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Term Agreement - An agreement between the Company and the Customer for a fixed term of months.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Transmission Speed** - Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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## **SECTION 2 - REGULATIONS**

#### 2.1 Undertaking of the Company

- 2.1.1 Service is furnished for telecommunications originating and terminating within the State of Florida under the terms and conditions of this price list.
- 2.1.2 ACN offers basic local exchange services through the use of leased facilities and on a resale basis.
- 2.1.3 Carrier's services are available for use twenty-four hours per day, seven days per week.

# 2.2 Use of Services

- **2.2.1** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.3 The Carrier does not transmit messages pursuant to this price list, but its services may be used for that purpose.
- **2.2.4** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Price List.

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#### SECTION 2 - REGULATIONS, CONT'D.

#### 2.3 Liability of the Company

- 2.3.1 Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this price list and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this price list. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.3.2 The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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#### SECTION 2 - REGULATIONS, CONT'D.

#### 2.3 Liability of the Company, Cont'd.

- 2.3.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.4 The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- **2.3.5** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- **2.3.6** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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## SECTION 2 - REGULATIONS, CONT'D.

## 2.3 Liability of the Company, Cont'd.

- 2.3.7 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds 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 any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer 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 of any installation so provided.
- **2.3.8** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- **2.3.9** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- **2.3.10** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- 2.3.11 The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

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#### SECTION 2 - REGULATIONS, CONT'D.

#### 2.3 Liability of the Company, Cont'd.

- **2.3.12** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- **2.3.13** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.
- 2.3.14 The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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#### SECTION 2 - REGULATIONS, CONT'D.

#### 2.3 Liability of the Company, Cont'd.

2.3.15 The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the Customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Price list, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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#### SECTION 2 - REGULATIONS, CONT'D.

#### 2.4 Prohibited Uses

- 2.4.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.4.2 The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this price list. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.4.3 A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.5 Limitation of Service

- 2.5.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this price list. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this price list.
- **2.5.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this price list or the law.
- **2.5.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this price list, shall not be liable for errors in transmission or for failure to establish connections.
- 2.5.4 The furnishing of service under this price list is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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#### SECTION 2 - REGULATIONS, CONT'D.

#### 2.6 **Application for Services**

- A Customer desiring to obtain service may do so based on an oral or written agreement. In 2.6.1 order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.6.2 Cancellation of Application for Service

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

#### 2.7 Assignment or Transfer

All service provided under this price list is directly or indirectly controlled by the Company, 2.7.1 and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this price list and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.8 Notices

2.8.1 Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised price list pages.

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# SECTION 2 - REGULATIONS, CONT'D.

#### 2.9 Billing and Payment

- 2.9.1 The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's station. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any regulated sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service, as provided for in this price list and in accordance with Commission rules, without incurring any liability.
- **2.9.2** Bills are rendered monthly and are due upon receipt of the bill. Payment is considered delinquent 30 days after the bill is rendered.
- **2.9.3** The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.

## 2.9.4 Recurring Monthly Charges

The Monthly Recurring Charges are billed in advance. Monthly Recurring Charges are (T) accrued in full as of the first day of the billing cycle in which the service is furnished. | Therefore, the Monthly Recurring Charges are not subject to pro-rating if service is disconnected prior to the end of a billing period. (T)

## 2.9.5 Nonrecurring Charges

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

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# SECTION 2 - REGULATIONS, CONT'D.

## 2.9 Billing and Payment, Cont'd.

## 2.9.6 Return Check Fee

The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a financial institution refuses to honor.

## 2.9.7 Deposits

The Company does not require Customer deposits.

## 2.9.8 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

## 2.9.9 Taxes and Fees

The Company reserves the right to bell any and all applicable taxes in addition to normal telecommunications charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices and are not included in the quoted rates.

# 2.9.10 Late Payment Fees

A late payment fee of \$5.50 or 2% per month, whichever is greater, will be charged on any (I) past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida state law. If an attorney or collection agency is required to collect any amounts due, the Customer shall pay the Company's reasonable costs.

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Issued By:

Richard Boughrum Treasurer/CFO 1000 Progress Place NE Concord, North Carolina 28025 Effective: April 1, 2009

FLf0901

#### SECTION 2 - REGULATIONS, CONT'D.

#### 2.10 Discontinuance or Interruption of Service by the Carrier

Without incurring any liability, the Carrier may, under the following conditions, discontinue or interrupt service that is being furnished.

2.10.1 With five (5) working days notice:

- A. For nonpayment of bills for service.
- **B.** For non-compliance with or violation of the Commission's regulations or the Company's rules and regulations on file with the Commission
- 2.10.2 After notice and a reasonable time to comply with any rule or remedy any deficiency:
  - **A.** For non-compliance with or violation of any state or municipal law, ordinance or regulation pertinent to telephone service.
  - **B.** For the use of the service for any other purpose than described in the application.
  - **C.** For neglect or refusal to provide reasonable access to the Company for inspection and maintenance of equipment owned by the Company.

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Daniel Crowley Vice President-Finance

1000 Progress Place NE TX707 - Price List No. 1 Concord, North Carolina 28025 FPSC Scan Verified 5/14/2014

## SECTION 2 - REGULATIONS, CONT'D.

#### 2.10 Discontinuance or Interruption of Service by the Carrier, Cont'd.

- 2.10.3 Without notice:
  - In the event of Customer use of equipment in such a manner as to adversely affect the A. Company's equipment or the Company's service to others.
  - B. In the event of hazardous conditions or tampering with the equipment furnished and owned by the Company
  - C. In the event of unauthorized or fraudulent use of the service.
- 2.10.4 Discontinuance of service shall be in accordance with the Rules and Regulations of the Florida Public Service Commission.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.11 **Cancellation by Customer**

Customers may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.12 Service Connections and Equipment on Customer's Premises

- 2.12.1 The Customer or Authorized User shall allow the Company continuous access and right-ofway to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this price list.
- 2.12.2 The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this price list. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- **2.12.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.12.4 Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.12.5 The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this price list, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this price list and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.

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## SECTION 2 - REGULATIONS, CONT'D.

### 2.12 Service Connections and Equipment on Customer's Premises, Cont'd.

- **2.12.6** The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.12.7 The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.
- 2.12.8 The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:
  - A. upon termination, interruption or suspension of the service in connection with which the equipment was used; and
  - **B.** for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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Daniel Crowley Vice President-Finance

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#### SECTION 2 - REGULATIONS, CONT'D.

## 2.12 Service Connections and Equipment on Customer's Premises, Cont'd.

- 2.12.9 The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Customer will submit to the company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.12.10 Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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Daniel Crowley Vice President-Finance

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# SECTION 2 - REGULATIONS, CONT'D.

#### 2.13 Obligations of the Customer

The Customer shall be responsible for:

- 2.13.1 The payment of all applicable charges as set forth in this price list.
- 2.13.2 Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the noncompliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- **2.13.3** Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.13.4 Obtaining, maintaining, and otherwise having full responsibility for rights-of-way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.13 Obligations of the Customer, Cont'd.

- 2.13.5 Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.
- 2.13.6 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.13.7 Making Company services and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes;
- 2.13.8 Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.13.9 Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.

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#### SECTION 2 - REGULATIONS, CONT'D.

### 2.13 Obligations of the Customer, Cont'd.

2.13.10

The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.14 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this price list.

## 2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- **B.** A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as an renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or verbal notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- **D.** The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this price list, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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Daniel Crowley Vice President-Finance

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# SECTION 2 - REGULATIONS, CONT'D.

#### 2.15 Maintenance and Testing

- 2.15.1 Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.15.2 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

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#### SECTION 2 - REGULATIONS, CONT'D.

### 2.16 Nonroutine Installation

At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

#### 2.17 Contracts

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. ICB contracts are subject to Commission review.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.18 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this price list by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.20.1 for the part of the service that the interruption affects.

#### 2.18.1 General

- **A.** A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this rate sheet.
- **B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- **C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- **D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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Daniel Crowley Vice President-Finance

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.18 Allowances for Interruptions in Service, Cont'd.

## 2.18.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. Due to the negligence of or noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- **B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- **D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- **E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.18.3), or utilize another service provider;
- **F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- **G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- **H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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## SECTION 2 - REGULATIONS, CONT'D.

#### 2.18 Allowances for Interruptions in Service, Cont'd.

# 2.18.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

#### 2.18.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- **B.** For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**ACN Communication Services, Inc.** 

# SECTION 2 - REGULATIONS, CONT'D.

2.18 Allowances for Interruptions in Service, Cont'd.

# 2.18.4 Application of Credits for Interruptions in Service, Cont'd.

### D. Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

# E. Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

# F. Interruptions Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

# 2.18.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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**ACN Communication Services, Inc.** 

### **SECTION 3 – BASIC SERVICES AND RATES**

# 3.1 General

Service is furnished for telecommunications originating and terminating within the State of Florida under the terms and conditions of this price list. Service is offered through the use of leased facilities and on a resale basis. Service is available for use twenty-four hours per day, seven days per week.

Customers are billed based on their use of ACN's network and services. Charges may vary by service offering, class of service, class of call, and/or call duration.

The Company provides access to operator services, "911" services, and relay services for the hearing impaired, as required in Chapter 364.337(2), Fla. Statutes.

# 3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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Daniel Crowley Vice President-Finance

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# 3.3 Calculation of Distance

Company does not offer distance-sensitive rate plans.

# 3.4 Rate Periods for Time of Day Sensitive Services

Company does not offer time-of-day sensitive rate plans.

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# **ACN Communication Services, Inc.**

# SECTION 3 – BASIC SERVICES AND RATES, CONT'D.

#### 3.5 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- **3.5.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- **3.5.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- **3.5.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.5.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.5.5 All times refer to local time.

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# 3.6 Residential Bundled Services

# 3.6.1 General

ACN offers several service packages targeted at Residential Customers that bundle local and long distance services. Residential Bundled Services may include several Calling Features (See Section 4.6 of this price list for Calling Feature descriptions). These packages are targeted primarily at residential customers and differ based on Customer call volume, patterns and features desired. Voice Mail\* may be included with some packages or available at an additional charge.

Recurring charges are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month=s bill immediately following work performed by the Company.

Each local exchange access line for a specific service is billed at the same Monthly Recurring Charge. Customers may opt for an additional No Features line at a reduced rate. No Feature lines are only available to Customers of an ACN voice local exchange service and are purchased as an additional line to the voice local exchange service. No Feature lines do not include a call allowance or calling features. In addition, toll free service is available as part of the Company's Bundled Services.

The local exchange access line is a voice-only line for use by residential customers. If it is determined that usage is not consistent with residential voice applications, the Customer's service may be assessed a \$50.00 monthly recurring data usage charge or be disconnected.

Any unlimited long distance calling plan is strictly for typical residential applications and is subject to the following restrictions: no more than ten lines per location may have such a plan; no unlimited plan shall be used in connection with auto-dialers, internet dialing, fax blasting, telemarketing, call centers, party lines, or similar activities. Incidental calling for dial-up internet access, data, and fax applications is permitted up to a maximum of 2,500 minutes within any 30-day period. Usage beyond this threshold is presumed to be inconsistent with typical residential voice applications and is strictly prohibited. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension, re-billing at the Company's standard long distance rates, and transition to a message-rate long distance service at the Company's standard rates. (N)

\* Voice Mail is not regulated by the Commission.

Certain material previously found on this page is now located on Original Page 40.1.

Issued: July 26, 2011

Issued By:

Brian Krass, Treasurer/CFO 1000 Progress Place NE Concord, North Carolina 28025 Effective: July 27, 2011

FLf1101

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(M)

# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.1 General, (Cont'd.)

Customers subscribing to the Company's Bundled Services must choose ACN as the local, intraLATA and interLATA primary carrier. Customers who later choose a carrier other than ACN for intraLATA or interLATA calling will remain on this service until the Company is notified that this service is no longer the service of choice for the Customer.

All local exchange access lines block 900/976 calling.

(D) (D)

Issued: February 2, 2012

Issued By:

Treasurer/CFO 1000 Progress Place NE Concord, North Carolina 28025 Effective: February 3, 2012

ACN Communication Services, Inc.

# SECTION 3 -- BASIC SERVICES AND RATES, CONT'D.

## 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.2 ACN Advantage Home \*\*

ACN Advantage Home provides Customers with a local exchange voice line with a specified amount of local usage for a flat monthly recurring charge, selected calling features at no additional charge, and access to intrastate and interstate toll service. Calls above any local call allowance and intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional No Features line is available as an additional line and includes unlimited local calling.

# A. Service Features

ACN Advantage Home includes the following features:

1. <u>BellSouth Territory</u>: Local exchange voice line and 1000 minutes of local calling (call allowance)

Embarg Territory: Local exchange voice line and unlimited local calling. (T)

- 2. Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID. Additional features are available on a monthly subscription basis.
- 3. Residential ACN Subscriber to Subscriber Calling at no charge.
- 4. Optional No Features additional lines include local exchange line with unlimited local calling.

# B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this price list. The Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to ACN.

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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Issued By:

Daniel Crowley Vice President-Finance Effective: December 19, 2006

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# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.2 ACN Advantage Home, (Cont'd.) \*\*

# C. Monthly and Usage Rates

### **BellSouth Territory**

InterLATA:

Monthly Recurring Charges ACN Advantage Home Access Line: Additional No Features Line:	\$30.99 \$16.89 ( <b>I</b> )
Local Calls above the Call Allowance:	\$0.0100 per minute
Intrastate Toll Calls IntraLATA: InterLATA:	\$0.050 per minute \$0.050 per minute
Toll Free Calls IntraLATA:	\$0.10 per minute

\$0.10 per minute

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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# 3.6 Residential Bundled Services, (Cont'd.)

3.6.2 ACN Advantage Home, (Cont'd.) \*\*

C. Monthly and Usage Rates

## **Embarq Territory**

Monthly Recurring Charges ACN Advantage Home Access Line: \$30.99 Additional No Features Line: \$17.99

\$17.99 **(I)** 

Intrastate Toll Calls IntraLATA: InterLATA:

\$0.070 per minute \$0.070 per minute

Toll Free Calls IntraLATA: InterLATA:

Verizon Territory

Service not yet available

\$0.10 per minute

\$0.10 per minute

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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#### 3.6 **Residential Bundled Services**, (Cont'd.)

#### ACN Advantage Plus \*\* 3.6.3

ACN Advantage Plus provides Customers with a local exchange voice line with unlimited local calling for a flat monthly recurring charge, selected calling features at no additional charge and access to intrastate and interstate toll service. Intrastate and interstate toll calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional No Features line is available as an additional line and includes unlimited local calling.

#### Α. Service Features

ACN Advantage Plus includes the following features:

- 1. Local exchange voice line and unlimited local calling
- 2. **Custom Calling Features:**

BellSouth Territory: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forward, Call Screening

Embarg Territory: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Auto Redial, Auto Call Back (\*69), Call Forward

3. Toll Calling:

BellSouth: Access to intrastate and interstate toll calling.

Embarg Territory: 100 minutes of direct dial toll calling. (intrastate and interstate combined) at no charge. Toll free calling is not included.

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- Residential ACN Subscriber to Subscriber Calling at no charge. 4.
- 5. Optional No Features additional lines include local exchange line with unlimited local calling.

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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## 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.3 ACN Advantage Plus, (Cont'd.) \*\*

# B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this price list. The Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to ACN.

## C. Monthly and Usage Rates

# **BellSouth Territory**

Monthly Recurring Charges ACN Advantage Plus Access Line: \$33.99 Additional Lines - No Features Line: \$16.89 (I)

Intrastate Toll Calls IntraLATA: InterLATA:

\$0.050 per minute \$0.050 per minute

Toll Free Calls IntraLATA: InterLATA:

......

\$0.10 per minute \$0.10 per minute

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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# 3.6 Residential Bundled Services, (Cont'd.)

3.6.3 ACN Advantage Plus, (Cont'd.) \*\*

C. Monthly and Usage Rates

**Embarg Territory** 

Monthly Recurring Charges ACN Advantage Plus Access Line: \$39.99 Additional Lines – No Features Line: \$17.99 (I)

Intrastate Toll Calls above Call Allowance IntraLATA: InterLATA:

\$0.070 per minute \$0.070 per minute

\$0.10 per minute

\$0.10 per minute

Toll Free Calls IntraLATA: InterLATA:

Verizon Territory

Service not yet available

This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.4 ACN Advantage Complete \*\*

ACN Advantage Complete provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and 200 minutes of combined intrastate/interstate toll calling. Calls above the intrastate/interstate call allowance are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds. An optional No Features line is available as an additional line and includes unlimited local calling.

# A. Service Features

ACN Advantage Complete includes the following features:

- 1. Local exchange voice line and unlimited local calling
- Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Call Screening, Auto Redial, Automatic Call Back, Anonymous Call Rejection, Speed Calling 8.
- 3. 200 minutes of direct dial toll calling (intrastate and interstate combined) at no charge. Toll free calling is not included.
- 4. Residential ACN Subscriber to Subscriber Calling at no charge.
- 5. Optional No Features additional lines include local exchange line with unlimited local calling.

# B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this price list. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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# SECTION 3 - BASIC SERVICES AND RATES, CONT'D. 3.6 Residential Bundled Services, (Cont'd.) ACN Advantage Complete, (Cont'd.) \*\* 3.6.4 С. Monthly and Usage Rates **BellSouth Territory** Monthly Recurring Charges: ACN Advantage Complete Access Line: \$47.99 Additional Lines - No Features Line: \$16.89 (I) Intrastate Toll Calls above the Call Allowance: \$0.050 per minute IntraLATA: InterLATA: \$0.050 per minute Toll Free Calls \$0.10 per minute IntraLATA: \$0.10 per minute InterLATA: Service not yet available Verizon Territory

Embarq Territory

Service not yet available

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.5 ACN Advantage Unlimited\*\*

ACN Advantage Unlimited service provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional No Features line is available as an additional line and includes unlimited local calling.

# A. Service Features

ACN Advantage Unlimited includes the following features:

- 1. Local exchange voice line and unlimited local calling
- 2. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Forwarding, Auto Redial, Automatic Call Back.
- 3. Unlimited direct dial toll calling (intrastate and interstate) at no charge. Toll free calling is not included.
  - **(**T)
- Optional No Features additional lines include local exchange line and unlimited local calling.

# **B.** Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this price list. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

\*\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.5 ACN Advantage Unlimited, (Cont'd.) \*\*

## C. Monthly and Usage Rates

### **BellSouth Territory**

Monthly Recurring Charges:		
ACN Advantage Unlimited Access Line:	\$54.75	
Additional Lines – No Feature Line:	\$16.89 <b>(I)</b>	

Toll Free Calls\$0.10 per minuteIntraLATA:\$0.10 per minuteInterLATA:\$0.10 per minute

## **Embarq Territory**

Monthly Recurring Charges:	
ACN Advantage Unlimited Access Line:	\$63.75
Additional Lines – No Features Line:	\$17.99 <b>(I)</b>

Toll Free Calls IntraLATA: InterLATA:

\$0.10 per minute \$0.10 per minute

Verizon Territory

Service not yet available

\* This service is grandfathered effective December 8, 2005, and available to existing Customers only.

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### 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.6 ACN Advantage Extra\*\*

ACN Advantage Extra provides Customers with a local exchange voice line with unlimited local calling and unlimited IntraLATA calling for a flat monthly recurring charge, selected calling features at no additional charge, and access to intrastate and interstate toll service. InterLATA calls are billed in sixty (60) second increments after an initial period, for billing purposes, of sixty (60) seconds.

# A. Service Features

ACN Advantage Extra includes the following features:

- 1. Local exchange voice line and unlimited local calling.
- 2. Unlimited intraLATA toll calling. Calls made via Company Calling Card are not included.
- 3. Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Per Call Blocking. Additional features are available on a monthly subscription basis.
- 4. Residential ACN Subscriber to Subscriber Calling at no charge.
- 5. Optional No Features additional lines include local exchange line and unlimited local calling.

# B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this price list. The Service Connection fee waived for those Customers who retain their existing telephone number when switching their service to ACN.

\*\* Effective October 6, 2006 this service is grandfathered and available to existing Customers only. (N)

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# 3.6 Residential Bundled Services, (Cont'd.)

## 3.6.6 ACN Advantage Extra, (Cont'd.)\*\*

# C. Monthly and Usage Rates

## **BellSouth Territory**

Monthly Recurring Charges ACN Advantage Extra Access Line: \$42.99 Additional Lines - No Features Line: \$16.89 (I)

InterLATA Toll Calls

\$0.050 per minute

Toll Free Calls IntraLATA: InterLATA:

\$0.10 per minute \$0.10 per minute

**Embarq Territory** 

Service not yet available

Verizon Territory

Service not yet available

\*\* Effective October 6, 2006 this service is grandfathered and available to existing Customers only.

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Daniel Crowley Vice President-Finance 1000 Progress Place NE Concord, North Carolina 28025 Effective: August 25, 2008

# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.7 ACN Advantage Unlimited II\*\*

ACN Advantage Unlimited II provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional no feature line is available as an additional line and includes unlimited local calling.

# A. Service Features

ACN Advantage Unlimited II includes the following features:

- 1. Local exchange voice line and unlimited local calling
- 2. Custom Calling Features:
  - A. <u>EmbarqTerritory Customers</u>: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Auto Redial, Automatic Call Back (\*69), Speed Calling 8, Anonymous Call Rejection, Selective Call Forwarding. Additional features are available on a monthly subscription basis.
  - B. <u>AT&T Territory Customers</u>: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Auto Redial, Automatic Call Back (\*69), Speed Calling 8, Anonymous Call Rejection, Call Screening. Additional features are available on a monthly subscription basis.
- Unlimited direct dial outbound long distance calling (intrastate and interstate). Toll free calling is not included. (T)
- 4. Optional No Feature lines include local exchange line with unlimited local calling.

# B. Non-Recurring Charges

Service connection charges may apply; see Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

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#### Residential Bundled Services, (Cont'd.) 3.6

#### ACN Advantage Unlimited II\*\*, (cont'd.) 3.6.7

#### С. Monthly and Usage Rates

	AT&T	Embarq
Monthly Recurring Charges: ACN Advantage Unlimited Access Line: Additional Lines – No Feature Line:	\$50.99 \$21.39 <b>(I)</b>	\$63.75 \$17.99
Toll Free IntraLATA, per minute: InterLATA, per minute:	\$0.1000 \$0.1000	\$0.1000 \$0.1000

**Verizon Territory** 

Service not yet available

\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.

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#### 3.6 Residential Bundled Services, (Cont'd.)

### 3.6.8 ACN Advantage Home - Standard and Value Options\*\*

ACN Advantage Home - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll service plans from which to choose.

### A. Service Features

Voice lines include:

- 1. Local line and unlimited local calling
- 2. Calling Features:
  - A. <u>AT&T Territory Customers:</u> Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID. Additional features are available on a monthly subscription basis.
  - B. <u>Embarq Territory Customers:</u> Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Anonymous Call Rejection. Additional features are available on a monthly subscription basis.
- 3 ACN Subscriber to ACN Subscriber Calling at no charge.

### Voice Line Toll Program Options:

1. ACN Advantage Home - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

2. ACN Advantage Home - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

#### Additional No Features lines include:

1. Unlimited local calling.

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# SECTION 3 – BASIC SERVICES AND RATES, CONT'D.

# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.8 ACN Advantage Home - Standard and Value Options\*\*, (cont'd.)

# B. Non-Recurring Charges

Service connection charges may apply; see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

# C. Monthly and Usage Rates

	AT&T	Embarq
Monthly Recurring Charges: Local Exchange Access Line: Additional No Features Line:	\$30.50 (I) \$21.39 (I)	\$29.85 \$17.99
Toll Service		
Advantage Home - Standard Monthly Recurring Charge: Intrastate, per minute:	\$1.99 \$0.09	\$0.00 \$0.09
Advantage Home - Value Monthly Recurring Charge: Intrastate, per minute:	\$4.95 \$0.05	\$4.99 \$0.05
Additional Lines – No Features Line Tol Service Intrastate, per minute:	l \$0.05	\$0.07
Toll Free Intrastate, per minute:	\$0.10	\$0.10
Verizon Territory	Service not y	et available

\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.

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# SECTION 3 – BASIC SERVICES AND RATES, CONT'D.

#### 3.6 Residential Bundled Services, (Cont'd.)

## 3.6.9 ACN Advantage Plus - Standard and Value Options\*\*

ACN Advantage Plus - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll service plans from which to choose.

#### A Service Features

Voice lines include:

- 1. Local line and unlimited local calling
- 2. Custom Calling Features:
  - A. <u>Embarq Territory Customers</u>: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Auto Redial, Automatic Call Back (\*69), Speed Calling 8, Anonymous Call Rejection, Selective Call Forwarding. Additional features are available on a monthly subscription basis.
  - B. <u>AT&T Territory Customers</u>: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Auto Redial, Automatic Call Back (\*69), Speed Calling 8, Anonymous Call Rejection, Call Screening. Additional features are available on a monthly subscription basis.
- 3. ACN Subscriber to ACN Subscriber Calling at no charge.

Voice Line Toll Program Options:

1. ACN Advantage Plus - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

2. ACN Advantage Plus - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

#### Additional No Features lines include:

1. Unlimited local calling.

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# SECTION 3 – BASIC SERVICES AND RATES, CONT'D.

# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.9 ACN Advantage Plus - Standard and Value Options\*\*, (Cont'd.)

# B. Non-Recurring Charges

Service connection charges may apply; see Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

# C. Monthly and Usage Rates

Manthla Daamina Chanasa	AT&T	Embarq
Monthly Recurring Charges: Local Exchange Access Line: Additional No Features Line:	\$31.99 \$21.39 (I)	\$38.85 \$17.99
Toll Service		
Advantage Plus - Standard Monthly Recurring Charge: Intrastate, per minute:	\$1.99 \$0.09	\$0.00 \$0.09
Advantage Plus - Value Monthly Recurring Charge: Intrastate, per minute:	\$4.95 \$0.05	\$4.99 \$0.05
Additional Lines – No Features Line Toll Service Intrastate, per minute:	\$0.05	\$0.07
Toll Free Intrastate, per minute:	\$0.10	\$0.10
Verizon Territory	Service not y	et available

\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.

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### 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.10 ACN Advantage Extra - Standard and Value Options\*\*

ACN Advantage Extra - Standard and Value Options is a bundled local and toll service which provides residential Customers with unlimited local and intraLATA toll calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two interLATA and interstate toll service plans from which to choose.

# A. Service Features

- .1 Voice lines include:
  - a. Local line and unlimited local and intraLATA toll calling
  - b. Custom Calling Features: Caller ID with Name, Three Way Calling, Call Waiting, Call Waiting ID, Call Forwarding, Auto Redial, Automatic Call Back (\*69), Call Screening, Speed Calling 8, Anonymous Call Rejection. Additional features are available on a monthly subscription basis.
  - c. ACN Subscriber to ACN Subscriber Calling at no charge.

#### .2 Toll Program Options:

a. ACN Advantage Extra - Standard

This toll program provides for interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

b. <u>ACN Advantage Extra - Value</u>

This toll program provides for interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

- Additional No Features lines include:
  - Unlimited local calling

\*\*Effective November 19, 2009, this service is grandfathered and available to existing Customers only.

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#### 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.10 ACN Advantage Extra - Standard and Value Options, (Cont'd.)\*\*

#### В. **Non-Recurring Charges**

Service connection charges may apply; see Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

#### С. Monthly and Usage Rates

#### **BellSouth Territory**

Local Service, per month Local Exchange Access Line: Additional No Features Line:	\$39.99 \$16.89
Toll Service	
Advantage Extra - Standard	
Monthly Recurring Charge:	\$1.99
InterLATA toll calls, per minute	\$0.09
Advantage Extra - Value	Ф4.0 <i>с</i>
Monthly Recurring Charge:	\$4.95
InterLATA toll calls, per minute	\$0.0500
Additional Lines – No Features Line Toll Service	
Intrastate toll calls, per minute	\$0.0500
Toll Free	
Intrastate toll calls, per minute	\$0.1000
Embarq Territory	Service not yet available
Verizon Territory	Service not yet available

\*\* Effective November 19, 2009, this service is grandfathered and available to existing Customers only.

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# SECTION 3 - BASIC SERVICES AND RATES, CONT'D.

# 3.6 Residential Bundled Services, (Cont'd.)

# **3.6.11** ACN Advantage Unlimited VI<sup>1</sup>

ACN Advantage Unlimited VI provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional no feature line is available as an additional line and includes unlimited local calling.

# A. Service Features

ACN Advantage Unlimited VI includes the following features:

- 1. Local exchange voice line and unlimited local calling
- 2. Custom Calling Features:
  - A. <u>AT&T Territory Customers</u>: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Auto Redial, Auto Call Back (\*69), Call Blocking / Screening, Speed Calling 8, Anonymous Call Rejection, Distinctive Ring 1 and Distinctive Ring 2. Additional features are available on a monthly subscription basis.
  - B. <u>Embarq Territory Customers</u>: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Anonymous Call Rejection and Call Forward. Additional features are available on a monthly subscription basis.
- Unlimited direct dial outbound intraLATA, interLATA and interstate calling to the United States. Toll free calling is not included. (T)
- 4. Optional No Feature lines include local exchange line with unlimited local calling.

# B. Non-Recurring Charges

Service connection charges may apply; see Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

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# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.11 ACN Advantage Unlimited VI, (cont'd.)<sup>1</sup>

C. Monthly and Usage Rates

	AT&T	Embarq
Monthly Recurring Charges: ACN Advantage Unlimited Access Line:	\$43.49 ( <b>I</b> )	\$43.95
Additional Lines – No Feature Line:	\$21.39 ( <b>I</b> )	\$17.99
Toll Free		
IntraLATA, per minute:	\$0.1000	\$0.1000
InterLATA, per minute:	\$0.1000	\$0.1000

**Verizon Territory** 

Service not yet available

Effective February 3, 2012, this service is grandfathered and available to existing Customers only.

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# SECTION 3 – BASIC SERVICES AND RATES, CONT'D.

## 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.12 ACN Advantage Home - Standard and Value Options VI<sup>1</sup>

ACN Advantage Home - Standard and Value Options VI is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two (2) intrastate and interstate toll service plan options.

### A. Service Features

Voice lines include:

- 1. Local line and unlimited local calling
- 3. Calling Features:
  - A. <u>AT&T Territory Customers:</u> Caller ID with Name and Call Waiting and Call Waiting Caller ID. Additional features are available on a monthly subscription basis.
  - B. <u>Embarq Territory Customers:</u> Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Anonymous Call Rejection and Call Forward. Additional features are available on a monthly subscription basis.

# Voice Line Toll Program Options:

1. ACN Advantage Home - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

2. ACN Advantage Home - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

## Additional No Features lines include:

1. Unlimited local calling.

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# 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.12 ACN Advantage Home - Standard and Value Options VI, (cont'd.)<sup>1</sup>

# B. Non-Recurring Charges

Service connection charges may apply; see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

# C. Monthly and Usage Rates

Monthly Decuming Charges	AT&T	CenturyLink
Monthly Recurring Charges: Local Exchange Access Line: Additional No Features Line:	\$28.50 (I) \$21.39 (I)	\$30.99 \$17.99
Toll Service		
Advantage Home - Standard Monthly Recurring Charge: Intrastate, per minute:	\$3.99 \$0.10	\$2.00 \$0.09
Advantage Home - Value Monthly Recurring Charge: Intrastate, per minute:	\$3.99 \$0.05	\$4.99 \$0.05
Additional Lines – No Features Line Toll Service Intrastate, per minute:	\$0.05	\$0.07
Toll Free Intrastate, per minute:	\$0.10	\$0.10
Verizon Territory	Service not	yet available

Effective February 3, 2012, this service is grandfathered and available to existing Customers only.

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## 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.13 ACN Advantage Plus - Standard and Value Options VI<sup>1</sup>

ACN Advantage Plus - Standard and Value Options VI is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge, and access to two intrastate and interstate toll service plan options.

### A Service Features

Voice lines include:

- 1. Local line and unlimited local calling
- 2. Custom Calling Features:
  - A. <u>AT&T Territory Customers</u>: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Auto Redial, Auto Call Back (\*69), Call Blocking / Screening, Speed Calling 8, Anonymous Call Rejection, Distinctive Ring 1 and Distinctive Ring 2. Additional features are available on a monthly subscription basis.
  - B. <u>Embarq Territory Customers</u>: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Anonymous Call Rejection, Auto Redial, Auto Call Back (\*69), Speed Calling 8, Selective Call Forwarding and Call Forward. Additional features are available on a monthly subscription basis.

#### Voice Line Toll Program Options:

1. ACN Advantage Plus - Standard

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

2. ACN Advantage Plus - Value

This toll program provides for intraLATA and interLATA toll calling based on usage per minute. Calls are billed and rounded to the nearest full minute increment. A Monthly Recurring Charge (MRC) is billed in addition to usage.

### Additional No Features lines include:

- 1. Unlimited local calling.
- Effective February 3, 2012, this service is grandfathered and available to existing Customers only. (C)

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# SECTION 3 – BASIC SERVICES AND RATES, CONT'D.

#### 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.13 ACN Advantage Plus - Standard and Value Options VI, (Cont'd.)<sup>1</sup>

#### **B**. **Non-Recurring Charges**

Service connection charges may apply; see Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

#### С. Monthly and Usage Rates

Monthly Doguring Charges	AT&T	Embarq
Monthly Recurring Charges: Local Exchange Access Line: Additional No Features Line:	\$25.00 \$21.39 (I)	\$33.95 \$17.99
Toll Service		
Advantage Plus - Standard Monthly Recurring Charge:	\$1.99	\$0.00
Intrastate, per minute:	\$0.10	\$0.09
Advantage Plus - Value		
Monthly Recurring Charge: Intrastate, per minute:	\$3.99 \$0.05	\$4.99 \$0.05
Additional Lines – No Features Line Toll Service		
Intrastate, per minute:	\$0.05	\$0.07
Toll Free Intrastate, per minute:	\$0.10	\$0.10
Verizon Territory	Service not ye	t available

Effective February 3, 2012, this service is grandfathered and available to existing Customers only.

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# 3.6 Residential Bundled Services, (Cont'd.)

### 3.6.14 ACN Advantage Unlimited VII

ACN Advantage Unlimited VII provides Customers with a local exchange voice line with unlimited local calling, selected calling features at no additional charge, and unlimited intrastate/interstate toll calling. An optional No Features line is available as an additional line and includes unlimited local calling.

### A. Service Features

ACN Advantage Unlimited VII includes the following features:

- 1. Local exchange voice line and unlimited local calling
- <u>AT&T Territory Custom</u> feature lines: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Auto Redial, Auto Call Back (\*69), Call Blocking / Screening, Speed Calling 8, Anonymous Call Rejection, Distinctive Ring 1 and Distinctive Ring 2. Additional features are available on a monthly subscription basis.
- 3. Unlimited direct dial outbound intrastate and interstate calling to the United States<sup>1</sup> and Canada. Toll free calling is not included.
- 4. Additional No Features lines include local exchange line with unlimited local calling. Calling features are not included with Data/Fax lines. Toll Calling is billed on a per minute basis.

### B. Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this tariff. The Service Connection fee waived for those customers who retain their existing telephone number when switching their service to ACN.

United States includes Alaska, Hawaii, US Virgin Islands, Puerto Rico and Guam.

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## 3.6 Residential Bundled Services, (Cont'd.)

2.

# 3.6.14 ACN Advantage Unlimited VII

# C. Monthly and Usage Rates

1. AT&T Territory

Monthly Recurring Charge

ACN Advantage Unlimited VII Local Exchange Line	\$43.49 <b>(I)</b>
Additional No Features Line:	\$21.39 <b>(I)</b>
No Features Line Toll Service Intrastate, per minute:	\$0.07
Toll Free Inbound Service Intrastate, per minute:	\$0.10
CenturyLink and Verizon Territories	

Service not available

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## 3.6 Residential Bundled Services, (Cont'd.)

# 3.6.15 ACN Advantage Plus VII

ACN Advantage Plus VII is a bundled local and toll service which provides residential Customers with unlimited local calling for a flat monthly recurring charge, specified calling features at no additional charge and intrastate and interstate toll service. An optional No Features line is available as an additional line, and includes unlimited local calling.

# A. Service Features

- 1. Voice lines include:
  - a. Local line and unlimited local calling
  - b. <u>AT&T Territory Customers</u>: Caller ID with Name, Call Waiting, Call Waiting Caller ID, Three Way Calling, Call Forward, Auto Redial, Auto Call Back (\*69), Call Blocking / Screening, Speed Calling 8, Anonymous Call Rejection, Distinctive Ring 1 and Distinctive Ring 2. Additional features are available on a monthly subscription basis.
- 2. Voice Line Toll Program

Voice Line Toll Program provides for intrastate and interstate toll calling with usage billed on per minute basis.

- 3. <u>No Features lines include</u>:
  - a. Unlimited local calling
  - b. Intrastate and interstate toll calling usage billed on per minute basis. (N)

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## 3.6 Residential Bundled Services, (Cont'd.)

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## 3.6.15 ACN Advantage Plus VII, (Cont'd.)

## B. Non-Recurring Charges

Service connection charges may apply, see Section 4.1 of this tariff. The Service Connection fee is waived for those Customers who retain their existing telephone number when switching their service to ACN.

## C. Monthly and Usage Rates

1. AT&T Territory

<u>Local Service</u> , per month Local Exchange Access Line: No Features Line:	\$27.49 ( <b>I</b> ) \$21.39 ( <b>I</b> )
Toll Service	
Monthly Recurring Charge: Intrastate, per minute:	\$5.00 \$0.07
No Features Line Toll Service Intrastate, per minute:	\$0.07
Toll Free Intrastate, per minute:	\$0.10
CenturyLink and Verizon Territories	

Service not available

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#### 3.7 Business Bundled Services

#### 3.7.1 ACN Business Advantage Unlimited

ACN Business Advantage Unlimited is a bundled local and toll service that provides commercial Customers with unlimited local calling, specified calling features and unlimited direct dialed domestic/Canada long distance service for a flat monthly rate. The Customer may also purchase data/fax lines for a separate monthly rate and/or Toll Free long distance service.

## A. Terms and Conditions

#### 1. Restrictions and Limitations

- a. ACN Business Advantage Unlimited is available where offered and only to customers with an existing local exchange service access line provided by another local carrier. Customers must sign a service contract subject to ACN's approval. Certain calling features may not be available in all areas. The service may be used only for commercial voice calling. If it is determined that local usage is not consistent with commercial voice applications, the Customer's service may be disconnected after proper notice to the Customer.
- b.

Unlimited long distance calling included in this plan is strictly for typical commercial voice applications and is subject to the following restrictions: the unlimited plan shall not be used in connection with auto-dialers, internet dialing, fax blasting, telemarketing, call centers, party lines, or similar activities. Incidental calling for dialup internet access, data, and fax applications is permitted up to a maximum of 1,000 minutes within any 30-day period. Usage beyond this threshold is presumed to be inconsistent with typical commercial voice applications and is strictly prohibited. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension, re-billing at the Company's standard long distance rates, and transition to a usage-rated long distance plan

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#### 3.7 Business Bundled Services, (Cont'd.)

#### 3.7.1 ACN Business Advantage Unlimited, (Cont'd.)

## A. Terms and Conditions

## 2. Service Term and Termination Liability

- a. Service is offered only on a contract basis with a minimum term of three (3) years.
- b. An Early Termination Fee (ETF) of \$300, decremented by \$8.33 per month, will be applied if the Customer terminates the service prior to the end of the contract term.

## 3. Service Features

- 1. Local line and unlimited local calling, subject to limitations noted in Section 3.7.1.A.
- 2. Subject to availability, the following calling features are included in the service: Caller ID, Caller ID with Name & Number, Call Forwarding Variable, 3-Way Calling, Speed Dial 30, Repeat Dialing/Auto Redial, Auto Callback and Call Screening.
- 3. Subject to availability, the following calling features may be added to the service at no additional charge upon request by the customer at the time of service initiation: Hunting, Call Waiting (incompatible with Hunting feature) and Call Waiting ID (incompatible with Hunting feature).
- 5. Unlimited direct dialed domestic long distance calling and calling to Canada, subject to limitations noted in Section 3.7.1.A.
- 6. Data/fax line(s) are available, subject to three (3) lines per account and limitations noted in Section 3.7.1.A.
- 7. Toll Free service is available to customers who subscribe to ACN Business Advantage Unlimited service, subject to limitations.

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## 3.7 Business Bundled Services, (Cont'd.)

#### ACN Business Advantage Unlimited, (Cont'd.) 3.7.1 (N) С. **Rates and Charges - AT&T Territory** 1. **Non-Recurring Charges** Service connection and/or change charges may apply. Add feature Charge \$5.00 Line Connection Charge, Initial Line \$50.00 Line Connection Charge, Additional Line \$9.99 Move Charge, Weekdays \$50.00 Move Charge Weekends, Holidays \$75.00 Restoral of Suspended Service Charge \$12.00 Service Call Charge \$70.00 New Installs per Acct 550.00 Monthly Recurring and Usage Charges 2. Local Service. Local Exchange Access Line, per month \$49.99 \$39.99 Data/Fax Line, per month Long Distance Service Intrastate calling, per minute \$0.00 Data/Fax Line Long Distance Intrastate calling, per minute \$0.07 **Toll Free Long Distance** Toll Free Number, per number, per month \$5.00 Intrastate calling, per minute \$0.05 (N)

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## 3.7 Business Bundled Services, (Cont'd.)

# 3.7.1 ACN Business Advantage Unlimited, (Cont'd.)

# C. Rates and Charges - AT&T Territory, (Cont'd.)

#### 2. Monthly Recurring and Usage Charges, (Cont'd.)

Operator Services, per call	
Operator Assistance	\$5.00
Collect	\$5.00
Busy Line Interrupt	\$4.50
Directory Assistance	
Local Directory Assistance	\$1.75
National Directory Assistance	\$1.25
Directory Listing Services	
Non-listed number, per month	\$2.99
Non-published number, per month	\$3.99
Additional listings – local or foreign, per month	\$6.00
Toll Free Directory Listing, per month	\$25.00
Features, per use	<b>*</b> • <b>* *</b>
Repeat Dialing	\$0.75
Call Trace	\$5.00

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#### 3.7 Business Bundled Services, (Cont'd.)

#### 3.7.2 ACN Business Advantage Plus

ACN Business Advantage Plus is a bundled local and toll service that provides commercial Customers with unlimited local calling, specified calling features for a flat monthly rate and direct dialed long distance service billed on a usage basis. The Customer may also purchase data/fax lines for as separate monthly rate for a separate monthly rate and/or Toll Free long distance service.

#### A. Terms and Conditions

## 1. Restrictions and Limitations

ACN Business Advantage Plus is available where offered and only to customers with an existing local exchange service access line provided by another local carrier. Customers must sign a service contract subject to ACN's approval. Certain calling features may not be available in all areas. The service may be used only for commercial voice calling. If it is determined that local usage is not consistent with commercial voice applications, the Customer's service may be disconnected after proper notice to the Customer.

#### 2. Service Term and Termination Liability

- a. Service is offered only on a contract basis with a minimum term of three (3) years.
- b. An Early Termination Fee (ETF) of \$300, decremented by \$8.33 per month, will be applied if the Customer terminates the service prior to the end of the contract term.

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#### 3.7 Business Bundled Services, (Cont'd.)

#### 3.7.2 ACN Business Advantage Plus, (Cont'd.)

#### **B.** Service Features

- 1. Local line and unlimited local calling, subject to limitations noted in Section 3.7.2.A.
- 2. Subject to availability, the following calling features are included in the service: Caller ID, Caller ID with Name & Number, Call Forwarding Variable, 3-Way Calling, Speed Dial 30, Repeat Dialing/Auto Redial, Auto Callback and Call Screening.
- 3. Subject to availability, the following calling features may be added to the service at no additional charge upon request by the customer at the time of service initiation: Hunting, Call Waiting (incompatible with Hunting feature) and Call Waiting ID (incompatible with Hunting feature).
- 4. Direct dialed long distance calling.
- 5. Data/fax line(s) are available, subject to three (3) lines per account and limitations noted in Section 3.7.2.A.
- 6. Toll Free service is available to customers who subscribe to ACN Business Advantage Plus service, subject to limitations.

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#### 3.7 **Business Bundled Services, (Cont'd.)**

ACN	Busine	ess Advantage Plus, (Cont'd.)		(N)
C.	Rate	es and Charges - AT&T Territory		
	1.	Non-Recurring Charges		
		Service connection and/or change charges may apply.		Ì
		Add feature Charge	\$5.00	ļ
				ļ
		Line Connection Charge, Additional Line	\$9.99	ļ
				ļ
				I
		-		
		New Installs per Acct	\$50.00	ļ
	2.	Monthly Recurring and Usage Charges		
		Local Service,		
				i
		Data/Fax Line, per month	\$39.99	l
		Long Distance Service		1
		Intrastate calling, per minute:	\$0.07	
		Data/Fax Line Long Distance Intrastate calling, per minute:	\$0.07	
		Toll Free Long Distance Toll Free Number, per number, per month Intrastate calling, per minute:	\$5.00 \$0.05	   (N)
		C. Rate	<ul> <li>Non-Recurring Charges         Service connection and/or change charges may apply.         Add feature Charge         Line Connection Charge, Initial Line         Line Connection Charge, Additional Line         Move Charge, Weekdays         Move Charge, Weekdays         Move Charge Weekends, Holidays         Restoral of Suspended Service Charge         Service Call Charge         New Installs per Acct         Monthly Recurring and Usage Charges         Local Service,         Local Exchange Access Line, per month         Data/Fax Line, per month         Long Distance Service         Intrastate calling, per minute:         Data/Fax Line Long Distance         Intrastate calling, per minute:         Toll Free Long Distance         Toll Free Number, per number, per month         </li> </ul>	C. Rates and Charges - AT&T Territory          1.       Non-Recurring Charges         Service connection and/or change charges may apply.         Add feature Charge       \$5.00         Line Connection Charge, Initial Line       \$50.00         Line Connection Charge, Additional Line       \$9.99         Move Charge, Weekdays       \$50.00         Move Charge, Weekdays       \$50.00         Move Charge Weekends, Holidays       \$75.00         Restoral of Suspended Service Charge       \$12.00         Service Call Charge       \$70.00         New Installs per Acct       \$50.00         2.       Monthly Recurring and Usage Charges         Local Service,       Local Exchange Access Line, per month       \$39.99         Data/Fax Line, per month       \$39.99         Data/Fax Line, per month       \$39.99         Data/Fax Line Long Distance       \$0.07         Data/Fax Line Long Distance       \$0.07         Toll Free Long Distance       \$0.07         Toll Free Number, per number, per month       \$5.00

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# 3.7 Business Bundled Services, (Cont'd.)

## 3.7.2 ACN Business Advantage Plus

# C. Rates and Charges - AT&T Territory, (Cont'd.)

2. Monthly Recurring and Usage Charges, (Cont'd.)

Operator Services, per call	
Operator Assistance	\$5.00
Collect	\$5.00
Busy Line Interrupt	\$4.50
Directory Assistance	
Local Directory Assistance	\$1.75
National Directory Assistance	\$1.25
Directory Listing Services	
Non-listed number, per month	\$2.99
Non-published number, per month	\$3.99
Additional listings – local or foreign, per month	\$6.00
Toll Free Directory Listing, per month	\$25.00
Features, per use	
Repeat Dialing	\$0.75
Call Trace	\$5.00

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#### 3.8 Residential Stand-Alone Local Exchange Service\*\*

Residential Stand-Alone Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Residential Stand-Alone Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. An optional No Features line is available as an additional line and includes unlimited local calling.

#### **3.8.1** Service Features

Residential Stand-Alone Service includes the following:

- A. Local exchange voice line with 1000 minutes of local exchange calling. Calls above the 1000 minute call allowance are billed on a per minute basis.
- **B.** Optional No Features additional lines include local exchange line and unlimited local calling.

## 3.8.2 Non-Recurring Charges

Service connection charges may apply, See Section 4.1 of this price list.

## 3.8.3 Monthly and Usage Rates

#### AT&T Territory

Monthly Recurring Charge	
Local Exchange Access Line:	\$18.99
Additional Lines – No Features Line:	\$21.39 <b>(I)</b>

Local Calls above the Call Allowance: \$0.010 per minute

\*\* Effective March 17, 2006 this service is grandfathered and available to existing Customers only.

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		SECTION 3 – BASIC SERVICES AND RAT	ΓES, CONT'D.	
3.8	Reside	ential Stand-Alone Local Exchange Service**		(T)
	3.8.3	Monthly and Usage Rates		<b>(T)</b>
		Embarq Territory		
		Monthly Recurring Charge		
		Local Exchange Access Line:	\$22.99	
		Additional Lines – No Features Line:	\$17.99	
		Local Calls above the Call Allowance:	\$0.010 per minute	
		Verizon Territory	Service not yet available	

\*\* Effective March 17, 2006 this service is grandfathered and available to existing Customers only.

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# SECTION 3 - BASIC SERVICES AND RATES, CONT'D.

## 3.9 Residential ACN Subscriber to Subscriber Calling

Residential ACN Subscriber to Subscriber Calling allows Customers subscribed to selected ACN Bundled Services to call other ACN Bundled Service Customers without incurring per call usage charges or depleting the bundled minutes call allowance associated with a particular service. Customers are not required to identify Customers in their calling circle. Such identification will be handled by the Company's network. Subscriber to Subscriber Calling applies to both intrastate and interstate calling. There is no limit to the number of minutes included in this calling program.

Residential ACN Subscriber to Subscriber calling does not apply to additional No Features lines presubscribed by the Customer to the Company. Toll free and Calling Card Calls are not included.

This service is available where noted in the description of the specific service.

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#### 3.10 ACN DigitalTalk Express Dedicated Basic Fax Line \*\*

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ACN DigitalTalk Express Dedicated Basic is a business fax service that provides customers with unlimited local<sup>1</sup> and 300 minutes of long distance calls within US and Canada. This service is only available to customers also subscribed to ACN DigitalTalk Express<sup>2</sup> and is intended only for fax use.

## 3.10.1 Service Features

ACN DigitalTalk Express Dedicated Basic Fax Line includes the following features:

- Unlimited local calls<sup>1</sup>.
- 300 minutes of long distance calls within the United States and Canada.

## 3.10.2 Rates and Charges

Non-Recurring Charge:	\$0.00
Monthly Recurring Charge:	\$30.00
Long Distance Usage (U.S. and Canada), above 300 minutes, per minute:	\$0.05

- Any business local calling plan is strictly for typical business applications and is subject to the following restrictions: no unlimited local plan shall be used in connection with auto-dialers, fax blasting, or similar activities. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension.
- <sup>2</sup> ACN Digital Talk Express is an unregulated VoIP service offered by ACN's affiliate, ACN Digital Phone Service.
- *Effective July 11, 2013, this service is grandfathered and available to existing Customers at existing (N) locations for existing lines only.*

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# SECTION 3 - BASIC SERVICES AND RATES, CONT'D.

## 3.11 DigitalTalk Data/Fax Line

DigitalTalk Data/Fax Line is a business service that provides customers with unlimited local<sup>1</sup> minutes and access to long distance calling within the United States and Canada. Customers may order up to a maximum of three (3) lines. This service is only available to customers also subscribed to ACN DigitalTalk Services<sup>2</sup> and is intended for use with analog non-voice devices for faxing, security system monitoring and point-of-sale.

## 3.11.1 Service Features

DigitalTalk Data/Fax Line includes the following features:

• Unlimited local calls.<sup>1</sup>

## 3.11.2 Rates and Charges

Non-Recurring Charge, per order (maximum of 3 lines):	\$30.00
Monthly Recurring Charge, per line:	\$33.00
Long Distance Usage (U.S. and Canada), per minute:	\$0.05

Any business local calling plan is strictly for typical business applications and is subject to the following restrictions: no unlimited local plan shall be used in connection with auto-dialers, fax blasting, or similar activities. If the Company determines that the usage is inconsistent with the usage restrictions described herein, the Company may take immediate action to enforce the restrictions, including, but not limited to service suspension.

<sup>2</sup> ACN DigitalTalk Services are unregulated VoIP services offered by ACN's affiliate, ACN Digital Phone Service. (N)

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Florida Price List No. 1 1<sup>st</sup> Revised Page 51 Cancels Original Page 51

# SECTION 4 – SUPPLEMENTAL SERVICES AND RATES

#### 4.1 Service Order and Change Charges

## 4.1.1 General

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

<u>Primary Line Connection Charge<sup>1</sup></u>: Applies to requests for initial connection or **(T)** establishment of telephone service with the Company.

<u>Secondary Line Connection Charge<sup>1</sup></u>: Applies to installation of a second or additional **(T)** access line.

<u>Moves</u>: Applies to Customer request for a move or change in the physical location of the access line.

<u>Transfer of Service</u>: Applies to Customer request for a change in name under which (T) service is billed. (T)

<u>Telephone Number Change</u>: Applies to Customer request for a change of the Customer telephone number.

<u>Service Order Changes/Adds</u>: Applies to Customer requests for changes in service or additional to services, including the additional of calling features.

Calling Feature Adds: Applies to Customer requests for addition of calling features. (N)

Primary and Secondary Line Connection charges are waived for Customers who retain their existing (N) telephone number when switching service to ACN. (N)

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Daniel Crowley Vice President-Finance

1000 Progress Place NE Concord, North Carolina 28025 FPSC Scan Verified 5/14/2014 Effective: April 17, 2004

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# SECTION 4 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.

# 4.1 Service Order and Change Charges, Cont'd.

#### 4.1.2 Rates

## AT&T Territory

	<u>Residence</u>	(D)
Line Connection Charge		ĺ
First line, per request	\$41.00	ĺ
Additional line, each	\$41.00	I
Moving of Service, per line	\$41.00	
Transfer of Service, per order	\$15.00	
Telephone Number Change	\$15.00	
Service Order Charge	\$15.00	
Add Calling Features	\$5.00	(D)

# **Embarq Territory**

-	Residence	<b>(D)</b>
Line Connection Charge		I.
First line, per request	\$40.00	l
Additional line, each	\$40.00	1
	*	I
Moving of Service, per line	\$40.00	1
		I
Transfer of Service, per order	\$10.00	l
Talashana Nasahan Chan as	¢10.00	
Telephone Number Change	\$10.00	
Service Order Charge	\$5.00	1
Service order enarge	<b>45.00</b>	
Add Calling Features	\$5.00	(D)
	••••	(2)
Verizon Territory	Service not yet available	
Verizon Territory	Service not yet available	

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#### 4.2 Temporary Suspension of Service

Upon the request of the Customer and where equipment arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure than no inward or outward service will be available during the period of suspension. The monthly rate for service during the period of the temporary suspension is dependent upon the service plan to which the Customer is subscribed.

AT&T Territory	Residence	(T)
Nonrecurring Charge	Kesidenee	(D)
All Service Levels, per line:	\$15.00	
Monthly Recurring Charge		ĺ
ACN Advantage Home	\$15.00	
ACN Advantage Plus	\$15.00	1
ACN Advantage Complete	\$20.00	
ACN Advantage Unlimited	\$24.88	
ACN Advantage Home - Standard and Value Options	\$15.00	ł
ACN Advantage Plus - Standard and Value Options	\$13.50	
ACN Advantage Unlimited - Standard and Value Options	\$25.88	i
Residential Stand-Alone	\$15.00	
Additional Lines - No Features Line	\$15.00	(D)
Embarg Territory		
	Residence	<b>(D)</b>
Nonrecurring Charge All Service Levels, per line:	\$10.00	
Monthly Recurring Charge		
ACN Advantage Home	\$15.00	
ACN Advantage Plus	\$15.00	
ACN Advantage Unlimited	\$15.00	ł
ACN Advantage Home – Standard and Value Options	\$15.00	İ
ACN Advantage Plus – Standard and Value Options	\$15.00	ļ
ACN Advantage Unlimited – Standard and Value Options	\$15.00	
Residential Stand-Alone	\$15.00	
Additional Lines – No Features Line	<b>\$14.99</b>	(Ď)
Verizon Territory Service not vet availab	le	

Verizon Territory

Service not yet available

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## 4.3 Restoral Charge

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this price list.

AT&T Territory	Residence	(T) (D)
Restoration after temporary denial, but prior to completion of order to discontinue service:	\$15.00	(D)   (D)
Embarq Territory	Residence	(D)
Restoration after temporary denial, but prior to completion of order to discontinue service:	\$10.00	(D)   (D)
	<b>a</b>	

Verizon Territory

Service not yet available

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#### SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.4 Carrier Presubscription

#### 4.4.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that 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.

- **4.4.2 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 selects 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.

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#### SECTION 4 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.4 Carrier Presubscription, Cont'd.

#### 4.4.2 Presubscription Options, Cont'd.

- **Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription
- **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.

#### 4.4.3 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 4.4.5 below:

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#### SECTION 4 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.4 Carrier Presubscription, Cont'd.

#### 4.4.4 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 4.4.5 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.

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## SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.4 Carrier Presubscription, Cont'd.

## 4.4.5 Presubscription Charges

## A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.4.4 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

#### **BellSouth Territory**

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

#### **Embarq** Territory

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

Verizon Territory

Service not yet available

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## 4.5 Public Telephone Surcharge

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.55 (I)

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## SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.6 Custom Calling Features

The features in this section are made available to residential and business Customers. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

#### 4.6.1 Feature Descriptions

<u>Call Forwarding</u> – Automatically routes incoming calls to a predetermined telephone number

<u>Call Waiting</u> – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

<u>Call Waiting ID</u> - Includes all the features of Call Waiting and additionally provides for the display of the second caller's name and telephone number on Caller ID compatible Customer premises equipment.

Three-Way Calling - Allows the Customer to add a third party to an existing conversation.

<u>Speed Calling 8</u>– Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

(D) (D)

Auto Call Back (\*69) – Automatically redials the last incoming call.

<u>Auto Redial</u> – Automatically redials a busy number for up to 30 minutes until line is available.

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## SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.6 Custom Calling Features, Cont'd.

4.6.1 Description of Features, Cont'd.

(D) (D)

<u>Caller ID with Name</u> – Provides for the display of the calling party name and telephone number on Caller ID compatible customer premises equipment.

<u>Distinctive Ring I</u> – Provides the Customer with two (2) separate telephone numbers, each with a distinctive ring, associated with one line.

<u>Call Screening</u> – Provides the Customer the ability to prevent incoming calls from up to six (6) different telephone numbers.

<u>Selected Call Forwarding</u> - Allows the Customer to transfer selected calls to another (N) telephone number. (N)

<u>Priority Call</u> – Provides a distinctive audible signal to the Customer when a call is received (N) from one of a pre-specified list of telephone numbers. (N)

<u>Anonymous Call Rejection</u> - Allows Customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party.

<u>Calling Number Delivery Blocking</u> - Enables Customers to prevent the transmission of their Directory Number and/or Directory Name, on outgoing calls.

<u>Caller Originating Trace</u> – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers

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## 4.6 Custom Calling Features, (Cont'd.)

## 4.6.2 Rates and Charges

## A. Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

## AT&T Territory

Custom Calling Feature	Monthly
	<b>Residence</b>
Call Forwarding	\$3.00
Call Waiting	\$4.50
Call Waiting ID	\$5.50
Three-way Calling	\$4.00
Speed Calling 8	\$3.00
Auto Call Back (*69)	\$4.00
Auto Redial	\$4.00
Caller ID with Name	\$6.95
Distinctive Ring I	\$4.00
Call Screening	\$4.00
Anonymous Call Rejection	\$2.00
Calling Number Delivery Blocking	\$0.00

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<sup>1.</sup> Features ordered prior to November 19, 2009

**(D)** 

(D)

# SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

## 4.6 Custom Calling Features, (Cont'd.)

## 4.6.2 Rates and Charges, (Cont'd.)

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

1. Features ordered prior to November 19, 2009, (Cont'd.)

#### **Embarq Territory**

Custom Calling Feature	Monthly
	Residence
Call Forwarding	\$1.00
Call Waiting	\$3.45
Call Waiting ID	\$2.00
Three-way Calling	\$3.00
Speed Calling 8	\$2.00
Auto Call Back (*69)	\$4.00
Auto Redial	\$3.00
Caller ID with Name	\$7.00
Distinctive Ring I	\$2.00
Call Screening	\$2.00
Anonymous Call Rejection	\$2.00
Selective Call Forwarding	\$3.00
Priority Call	\$2.00
Calling Number Delivery Blocking	\$0.00

Verizon Territory

Service not yet available

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# SECTION 4 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.

## 4.6 Custom Calling Features, (Cont'd.)

## 4.6.2 Rates and Charges, (Cont'd.)

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

2. Features ordered on or after November 19, 2009

## **Embarq Territory**

Custom Calling Feature	Monthly
	Residence
Auto Redial	\$4.00
Auto Call Back (*69)	\$4.00
Speed Calling 8	\$3.00
Selective Call Forwarding	\$4.00
Call Screening	\$4.00
Distinctive Ring	\$4.00
Priority Call	\$4.00

# **AT&T Territory**

Custom Calling Feature	Monthly
	<u>Residence</u>
Three Way Calling	\$6.00
Call Forward	\$1.50
Auto Redial	\$1.50
Auto Call Back (*69)	\$7.00
Call Blocking / Screening	\$6.00
Speed Calling 8	\$4.00
Anonymous Call Rejection	\$5.00
Distinctive Ring 1	\$4.00
Distinctive Ring 2	\$6.00

Verizon Territory

Service not yet available

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#### 4.6 Custom Calling Features, Cont'd.

## 4.6.2 Rates and Charges, Cont'd.

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## B. Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

Custom Calling Fratum	Per Use	
Custom Calling Feature	Residence	<b>(D</b> )
3-Way Calling	\$0.75	
Auto Redial	\$0.75	
Auto Call Back (*69)	\$0.75	ł
Call Trace	\$3.50	l
Calling Number Delivery Blocking	\$0.00	<b>(D</b> )

Custom Calling Feature	Per Use	
	Residence	<b>(D</b> )
3-Way Calling	\$0.75	
Auto Redial	\$0.75	
Auto Call Back (*69)	\$0.75	
Call Trace	\$1.00	
Calling Number Delivery Blocking	\$0.00	<b>(D</b> )

Verizon Territory

Service not yet available

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#### 4.7 Directory Assistance

#### 4.7.1 Local Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

There are no call allowances for Directory Assistance. No credit will be given for requested telephone numbers that are not found in the directory. Customers may reach Directory Assistance by dialing direct or by having the call billed to a calling card or third number.

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0". Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of an agency for the blind.

#### Rates

Verizon Territory	Service not yet available	
Per Call:	\$1.25	(')
Embarq Territory	Residence	(T)
Per Call:	\$1.99	(1)
	Residence	(T)
AT&T Territory		<b>(T)</b>

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## 4.7 Directory Assistance, Cont' d.

## 4.7.2 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. Call Completion is only available where facilities permit.

There are no allowances for Directory Assistance Call Completion, however, the Directory Assistance portion of the call is still governed by the appropriate exemptions as stated in Section 4.7.1 of this price list.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in Section 4.8 of this price list, apply as appropriate.

Rates

AT&T Territory		(T)
Per Call:	Residence \$0.35	(T)
Embarq Territory	Residence	<b>(T</b> )
Per Call:	\$0.30	(1)
Verizon Territory	Service not yet available	

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## 4.7 Directory Assistance, Cont' d.

## 4.7.3 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses who are located outside the customer's local Directory Assistance service area.

There are no call allowances or exemptions for National Directory Assistance.

A maximum of two(2) requested telephone numbers are allowed per call.

This service may be alternately billed by using a calling card, billing to a third number, or collect. Operator-handled charges, as specified in Section 4.8 of this price list, apply as appropriate.

#### Rates

AT&T Territory		<b>(T)</b>
Per Call:	Residence \$1.25	<b>(T)</b>
Embarq Territory		
Per Call:	Residence \$1.25	(T)
Verizon Territory	Service not yet available	

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#### 4.8 Local Operator Service

Company operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

<u>Customer Dialed Calling/Credit Card Call</u> - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

<u>Operator Dialed Calling/Credit Card Call</u> - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

<u>Operator Station</u> - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, or via some method other than a Calling Card or Commercial Credit Card.

<u>Person-to-Person</u> - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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## 4.8 Local Operator Service, Cont'd.

## Rates

## Local and IntraLATA Usage Rates

# All Territories

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer. See Section 3 of this price list.

## Local and intraLATA Per Call Service Charges

## **AT&T Territory**

	<b>Residence</b>
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$3.30
Collect	\$3.30
Third Party Billed	\$3.30
Person-to-Person	\$3.30
Operator Assistance	\$3.30

## **Embarq Territory**

	<b>Residence</b>
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$1.60
Collect	\$1.60
Third Party Billed	\$1.60
Person-to-Person	\$4.00
Operator Assistance	\$4.00

Verizon Territory

Service not yet available

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### SECTION 4 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.9 Busy Line Verification and Interrupt Service

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- a. The operator verifies that the line is busy with a call in progress, or
- b. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

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# 4.9 Busy Line Verification and Interrupt Service, Cont'd.

#### Rates

AT&T Territory		<b>(T)</b>
Busy Verification Charge, each request:	<u>Residence</u> \$5.00	<b>(T)</b>
Emergency Interrupt Charge, each request:	\$5.00	
Embarq Territory		
Busy Verification Charge, each request:	Residence \$2.00	<b>(T)</b>
Emergency Interrupt Charge, each request:	\$2.00	
Verizon Territory	Service not yet available	

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#### 4.10 Directory Listing Service

### 4.10.1 General Terms and Conditions

- A. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- **B.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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## SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.10 Directory Listing Service, Cont'd.

#### 4.10.1 General Terms and Conditions, Cont'd.

- **D.** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdrew any listing which is found to be in violation of it s rules with respect thereto.
- **E.** In order for listings to appear in an upcoming directory. the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- **F.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- **G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- **H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I. Listing services are available with all classes of main telephone exchange service.

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#### SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.10 Directory Listing Service, Cont'd.

#### 4.10.2 Listings

#### A. Primary Listing

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

#### **B.** Additional Listings

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

#### C. Foreign Listing

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

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#### SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

#### 4.10 Directory Listing Service, Cont'd.

#### 4.10.2 Listings, Cont'd.

#### D. Nonpublished Service

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

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 only obligation of the Company 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.

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#### 4.10 Directory Listing Service, Cont'd.

#### 4.10.2 Listings, Cont'd.

#### E. Nondirectory Listed Service

(N)

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

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 only obligation of the Company 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 nondirectory listed service or the disclosing of said number to any person.

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# SECTION 4 – SUPPLEMENTAL SERVICES AND RATES, CONT'D.

# 4.10 Directory Listing Service, Cont'd.

## 4.10.3 Rates

# AT&T Territory

## Monthly Recurring Charges

	Residence	(D)
Additional Listing, per listing:	\$1.20	
Non-published Service, per account:	\$3.00	1
Non-directory Listed Service, per line	\$0.30	(D)

# **Embarq Territory**

# Monthly Recurring Charges

	Residence	(D)
Additional Listing, per listing:	\$1.75	
Non-published Service, per account:	\$3.00	
Non-directory Listed Service, per listing	\$2.55	(D)

Verizon Territory

Service not yet available

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Treasurer/CFO 1000 Progress Place NE Concord, NC 28025

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#### SECTION 4 - SUPPLEMENTAL SERVICES AND RATES, CONT'D.

## 4.11 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.

#### 4.12 Discounts for Hearing Impaired Customers

Intrastate toll message rates for a telecommunications devise 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.

#### 4.13 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. ACN 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.

## 4.14 Emergency Services (911)

The Company will make access to 911 emergency service available at a level equivalent to the service provided by the incumbent local exchange company. 911 services shall be maintained for the duration of any temporary disconnection for non-payment of a residential Customer's local service.

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## **SECTION 5 - PROMOTIONS**

## 5.1 50% Discount Promotion

Beginning February 1, 2005, any existing ACN residential long distance service Customer who migrates their local exchange service to ACN, selecting any Residential Bundled Service, will receive a 50% discount on the Monthly Recurring Charge (MRC) for that bundled service. The discount does not apply to usage, calling features, nonrecurring charges, surcharges or taxes. The discount applies per account and is therefore applicable only to the Customer's primary line in the event more than one line is associated with an account. The service will revert to the tariffed price on the Customer's third invoice. This offer may not be combined with any other promotions.

This promotion is available until February 1, 2006.

# 5.2 3<sup>rd</sup> Month Free Promotion

Beginning February 1, 2005, any existing ACN residential long distance service Customer who migrates their local exchange to service to ACN, selecting any Residential Bundled Service, will receive the third month Monthly Recurring Charge (MRC) for that service at no charge. The free month does not apply to usage, calling features, nonrecurring charges, surcharges or taxes. This promotion applies per account and is therefore applicable only to the Customer's primary line in the event more than one line is associated with an account. This offer may not be combined with any other promotions.

This promotion is available until February 1, 2006.

## 5.3 \$10 Discount for 3 Months

Beginning February 1, 2005, any existing ACN residential long distance service Customer who migrates their local exchange to service to ACN, selecting any Residential Bundled Service, will receive a \$10 discount off the Monthly Recurring Charge (MRC) for the first three (3) months of service. The discount does not apply to usage, calling features, nonrecurring charges, surcharges or taxes. The discount applies per account and is therefore applicable only to the Customer's primary line in the event more than one line is associated with an account. The service will revert to the tariffed price on the Customer's fourth invoice. This offer may not be combined with any other promotions.

This promotion is available until February 1, 2006.

Issued: January 31, 2005

Issued By:

Daniel Crowley Vice President-Finance 1000 Progress Place NE Concord, North Carolina 28025 Effective: February 1, 2005

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# SECTION 5 - PROMOTIONS, CONT'D.

## 5.4 ACN Advantage Unlimited II Promotion

Residential Customers who sign up for ACN Advantage Unlimited II Service between December 1, 2006 through February 28, 2007 will receive a credit on the initial three (3) invoices for this service. Customer bills will show the tariffed rate and a credit, indicating an effective rate reduction on the invoice. This discounted rate will apply to all new ACN Advantage Unlimited II Customers as well as existing ACN customers currently subscribed to other ACN residential services and who chose to migrate their service to ACN Advantage Unlimited II. At the end of the three (3) invoice period, the service rate will revert to the standard rate as tariffed. All other terms and conditions of the service apply.

Promotional Monthly Recurring Charge	Bell South	Embarq	i
ACN Advantage Unlimited II Access Line:	\$39.99	\$49.99	 (N)
Activitude Chillinge Chillinge	Ψ	$\psi$ + $j$ . $j$ $j$	(49)

Issued: November 30, 2006

Issued By:

Daniel Crowley Vice President-Finance 1000 Progress Place NE Concord, North Carolina 28025

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## SECTION 5 - PROMOTIONS, CONT'D.

## 5.5 2007 ACN Advantage Unlimited II Promotion

Beginning June 17, 2007, ACN will provide new Customers in Embarq Territory with a promotional Monthly Recurring Charge for the ACN Advantage Unlimited II voice line.

Promotional Monthly Recurring Charge	Embarq
	Territory
ACN Advantage Unlimited II Access Line:	\$43.95

This promotion is available until June 17, 2008.

## 5.6 ACN Advantage Home, Advantage Plus and Advantage Extra Value Option Promotion

Beginning June 17, 2007, ACN will provide new Customers in BellSouth Territory with a promotional Monthly Recurring Charge for the Value Option toll program offered with ACN Advantage Home – Standard and Value Options, ACN Advantage Plus – Standard and Value Options and ACN Advantage Extra – Standard and Value Options.

Promotional Monthly Recurring Charge	AT&T	<b>(T)</b>
	Territory	
ACN Advantage Plus, Home & Extra-Value Option until June 17, 2008:	\$2.99	(C)
ACN Advantage Plus, Home & Extra–Value Option effective June 17, 2008:	\$3.99 <b>(I)</b>	(C)

This promotion is available until June 17, 2008.

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1000 Progress Place NE Concord, North Carolina 28025 Effective: June 17, 2008

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#### SECTION 5 - PROMOTIONS, CONT'D.

#### 5.7 Referral Credit

Beginning October 24, 2007, current residential ACN Customers who have been active Customers for 90 days are eligible for a credit for referring a new Customer who purchases any ACN service. Current ACN Customers will receive a \$20 credit for each new Customer referral where the new Customer purchases ACN local exchange service or \$10 where the new Customer purchases ACN long distance service. The referral credit will apply to the third (3<sup>rd</sup>) invoice after the new consumer signs up for ACN service.

The referred consumer will receive a one-time fifty percent (50%) discount off the tariff price of the service purchased. The credit will apply to the consumer's third ( $3^{rd}$ ) invoice and will not apply to taxes, surcharges, regulatory fees or nonrecurring fees. New Customers will only be eligible to one 50% credit under this offer. If the new Customer disconnects service before the credit is applied, the new Customer will not be eligible to receive the credit.

This promotion expires October 23, 2008.

#### 5.8 ACN Wireless Promotion

Beginning October 24, 2007, Current ACN customers in good standing will receive a credit if they purchase wireless service through ACN. Customers of ACN local exchange service will receive a one time \$25 credit and Customers of ACN long distance service will receive a one time \$10 credit. The credit will be applied to the Customer's bill statement after thirty (30) days as a good standing wireless customer. ACN provides wireless service to its customers as an agent and is not currently a reseller or facilities-based provider of wireless service.

This promotion expires October 23, 2008.

(N)

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Vice President-Finance 1000 Progress Place NE Concord, North Carolina 28025

**Daniel Crowley** 

Effective: October 24, 2007

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