

**PromiseVision Technology, Inc.**

**TELECOMMUNICATIONS PRICE LIST**

PromiseVision Technology, Inc.  
Toll-free Telephone Number:  
(800) 494-1580

This Price List contains the rates, terms and conditions applicable to the IntraLATA and InterLATA Resale Telecommunications Services provided by PromiseVision Technology, Inc. within the State of Idaho.

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Issued: October 15, 1999

Issued by:

Mr. Arlen Best, President  
12211 N. Pennsylvania  
Oklahoma City, OK 73120

Effective: November 1, 1999

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Office of the Secretary  
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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Access Line** - Access to PromiseVision's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 ad 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

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

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

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

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Calling Card Call** - A Direct Dialed or Operator Assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

**Central Office** - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Channel** - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

**Commission** - The Idaho Public Utilities Commission unless otherwise clearly indicated by the context.

**Common Carrier** - A company or entity providing telecommunications services to the public.

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

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's price list.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

**Exchange** - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

**Intrastate Message Telecommunications Service ("MTS")** - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of Idaho.

**Local Exchange Carrier ("LEC")** - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

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

**Other Common Carrier** - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Personal Identification Number (PIN)** - Code numbers used in connection with designate telephone numbers which allow intrastate calls to be categorized for various applications.

**Point(s) of Presence** - The term "Points(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad right-of-way, etc.) not separated by a public highway.

**PromiseVision**- Used throughout this price list to refer to PromiseVision Technology, Inc.

**Real Time Rated** - An intrastate call placed with the assistance of an operator, for which charges are collected by an Aggregator, normally a hotel or motel, may be a hospital, from the guest or occupant of the room from which the call originated. A call of this type requires that PromiseVision communicate the call detail and charges back to the originating location following completion of the call. This service is provided only where authorized by the Aggregator. Calls of this type are rated according to the Real Time Rate Schedules herein.

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

**Special Access Service** - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of PromiseVision**

Service is offered to residential and business Customers of the Company to provide direct dialed and operator assisted calls originating and terminating partially or wholly within the State of Idaho, using the Company's network configuration. The Company provides switched long distance network services for voice grade and low speed dial-up data transmission services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail. The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

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

**2.2 Limitations**

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 PromiseVision reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4 All services and facilities provided under this tariff are directly or indirectly controlled by PromiseVision and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

**2.3 Use**

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

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

**2.4 Liabilities of Company**

The following tariff language does not constitute a determination by the Commission that a limit of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

**2.4.1** Except as stated in this section, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.

**2.4.2** The liability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing service or arising out of any failure to furnish service shall in no event exceed an amount of money equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service that are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability whatsoever upon the Company.

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

**2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** PromiseVision shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over PromiseVision or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** PromiseVision is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** PromiseVision shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.
- 2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.
- 2.4.7** Under no circumstances whatever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

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

**2.5 Deposits**

The Company will not require deposits from customers.

**2.6 Advance Payments**

The Company will not require advance payments from customers.

**2.7 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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

**2.8 Payment for Service**

**2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for third party calls which are charged to a domestic telephone number will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by PromiseVision or its intermediary with the applicable telephone company.
- (B) Charges for credit card calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- (C) For Room Charge Calls (Time and Charges), when requested by the Authorized User, and authorized by the Aggregator, the charges will be provided to the Aggregator for inclusion on the hotel, motel, or hospital bill of the Authorized Users. In such cases, PromiseVision will provide a record of the call detail and charges to the hotel, motel, or hospital for such billing purposes. The Aggregator is solely responsible for the collection of Room Charges from its guests, and remains liable to PromiseVision for all Room Charge calls regardless of whether such charges are in fact collected from the Authorized User. Room charge calls are rated in accordance with the Real-Time Rate Table set forth in Section 4 herein.

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

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

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

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

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

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

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

- (J) PromiseVision will not bill for unanswered calls in areas where Equal Access is available, nor will PromiseVision knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, PromiseVision will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
  
- (K) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

**2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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

**2.10 Billing Entity Conditions**

When billing functions on behalf of PromiseVision are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact PromiseVision directly. If there is still a disagreement about the disputed amount after investigation and review by PromiseVision or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

**2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the Idaho Public Utilities Commission.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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

**2.13 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to PromiseVision operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

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

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 Inspection, Testing and Adjustment**

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

**2.18 Promotional Offerings**

**2.18.1** The Company may from time to time waive or vary charges for promotional, market research or other similar business purposes. The varying charges will not exceed those in this tariff for the same services.

**2.18.2** The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

**2.18.3** Special offerings will not exceed a period of ninety (90) days.

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

**2.19 Responsibilities of the Subscriber**

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by PromiseVision on the Subscriber's behalf.
- 2.19.3** If required for the provision of PromiseVision's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Century.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and PromiseVision when required for PromiseVision personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of PromiseVision's Services.

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

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

- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with PromiseVision's facilities or services, that the signals emitted into PromiseVision's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.
- 2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to PromiseVision's equipment, personnel, or the quality of Service to other Subscribers or Customers, PromiseVision may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, PromiseVision may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay PromiseVision for replacement or repair of damage to the equipment or facilities of PromiseVision caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

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

**2.20 Responsibilities of Authorized Users**

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing PromiseVision with a valid method of billing for each call. PromiseVision reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or PromiseVision may refuse to place the call.

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

**3.1 General**

PromiseVision Intrastate Service is offered for the provision of long distance services. All calls are billed in one (1) minute increments after an initial period, for billing purposes of one (1) minute

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

**3.2 Determination of Call Duration and Timing of Calls**

- 3.2.1** For Direct Dialed and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console. For Person-to-Person calls chargeable time begins when the designated party comes on the line, or when the caller agrees to speak with a substitute party.
- 3.2.2** Chargeable time ends when the connection is terminated.
- 3.2.3** Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4** The initial and additional timing periods for billing purposes vary by product and are specified in this Section of this tariff.
- 3.2.5** The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, PromiseVision will reasonably issue credit for the call.

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

**3.3 Time of Day Rate Periods**

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

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

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

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

- 3.3.1 Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g.,8AM to 5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.
- 3.3.2 The time when connection is established is determined in accordance with the time - standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.
- 3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
President's Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Columbus Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

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

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

**3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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

**3.5 PromiseVision Direct Dial Service**

PromiseVision Direct Dial Service available to Customers who originate direct dialed calls within the State. This service permits origination of intrastate calls from diverse Customer's local exchange or dedicated access facilities.

**3.5.1 Rate Plan A**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1000	\$0.1000	\$0.1000	\$0.1000	\$0.100	\$0.1000

Monthly Service Charge

\$4.95

**3.5.2 Rate Plan B**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250	\$0.1250

Monthly Service Charge

\$1.95

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

**3.5 PromiseVision Direct Dial Service, (Cont'd.)**

**3.5.3 Rate Plan C**

	DAY		EVENING		NIGHT/WKND	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge

None

**3.5.4 Rate Plan D**

	7:00AM until 7:00PM		7:00PM until 7:00AM	
	1 <sup>st</sup> Minute	Ea. Addl. Minute	1 <sup>st</sup> Minute	Ea. Addl. Minute
All Mileage Bands	\$0.1250	\$0.1250	\$0.0700	\$0.0700

Monthly Service Charge

\$4.95

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

**3.6 PromiseVision Calling Card Service**

PromiseVision Calling Card Service is available to Customers in the State of Oklahoma. To access this service, the Customer dials a toll-free access number provided by the Company. Calls are processed by a live or automated Company operator. Each call is billed in whole minute increments after a minimum call duration of one minute. A per-call service charge applies to each completed call.

**3.6.1 Per Call Rates**

ALL TIMES OF DAY	
1 <sup>st</sup> Minute	Ea. Addl. Minute
\$0.2500	\$0.2500

**3.6.2 Per Call Pay Phone Surcharge** \$0.35

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**SECTION 4 - MISCELLANEOUS SERVICES**

**4.1 Late Payment Charge**

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

**4.2 Directory Assistance**

Directory Assistance is available to Customers of AmeriVision service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call	
Intrastate Directory Assistance	\$1.10

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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**SECTION 6 - CONTRACT SERVICES**

**6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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