

TITLE SHEET

FLORIDA TELECOMMUNICATIONS PRICE LIST

This price list contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for alternative local exchange telecommunications services provided by Access Media 3, Inc., with principal offices at 900 Commerce Drive, Suite 200, Oak Brook, Illinois 60523. This price list applies for services furnished within the state of Florida. This price list is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Effective:

By:

Rob Neumann
Access Media 3, Inc.
900 Commerce Drive, Suite 200
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CHECK SHEET

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

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* Indicates new or revised pages included with this filing

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Explanation of Symbols

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

- D** - Delete Or Discontinue
 - I** - Change Resulting In An Increase to A Customer's Bill
 - M** - Moved From Another Price List Location
 - N** - New
 - R** - Change Resulting In A Reduction To A Customer's Bill
 - T** - Change in Text Or Regulation But No Change In Rate Or Charge
-
- A. Check Sheets** - When a price list filing is made with the FPSC, an updated check sheet accompanies the price list filing.
 - B. Sheet Numbering and Revision levels** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between existing sheets 14 and 15 would be 14.1. Revision levels also appear in the upper right corner of each page. These levels are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.

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Definitions

Access Line - An arrangement which connects the customer's location to the Company's network switching center.

Applicant refers to an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Business Hours refers to the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Carrier, Company or Utility refers to Access Media 3, Inc.

Central Office - A location where there is an assembly of equipment that establishes the connections between subscriber access lines, trunks, switched access circuits, private line facilities, and special access facilities with the rest of the telephone network.

Commission refers to the Florida Public Service Commission.

Completed call is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.

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

Delinquent or Delinquency refers to an account for which payment has not been paid in full on or before the last day for timely payment.

Exchange - The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area.

Definitions (cont.)

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Grandfathered Service applies to an obsolete and/or outdated service the Utility no longer wishes to provide. The grandfathering of a service is the Utility's method of managing a price list for this service prior to ultimately discontinuing the service, or change existing price list regulations without discontinuing certain rights, privileges or conditions of the service to existing customers.

Hunting Service refers to an arrangement to search multiple lines of the same class of service and of the same customer for a vacant line for each incoming call.

Intra-LATA Toll Messages - Those toll messages which originate and terminate within the same LATA.

Local Access Transport Area ("LATA") refers to a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Message - a completed telephone call.

Nonrecurring Charges refer to a one-time charge associated with given service or item of equipment which applies on a per-service and/or per item basis each time the service or item of equipment is provided.

Non-Published or Unlisted Service refers to service that is not accompanied by inclusion of the Subscriber's name, address, or telephone number in a published directory or directory assistance data base.

Service refers to any telecommunications service(s) provided by the Company under this price list.

Subscriber refers to the firm, company, corporation, or other entity that contracts for service under this price list and that is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this price list.

Station refers to a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

Definitions (cont.)

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Telephone Numbers refer to The North American Numbering Plan [NPA-NXX-XXXX] numbers assigned to Access Media Customers and used in conjunction with the Services provided pursuant to this price list.

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SECTION 1. APPLICATION OF PRICE LIST

- 1.1.1 This price list governs the services provided by Access Media 3, Inc. ("Access Media") that originate and terminate within the State of Florida. Specific services and rates are described elsewhere in this price list.
- 1.1.2 The Company's installs operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this price list. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.
- 1.1.3 The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.
- 1.1.4 The Company's services are available to business and residential customers.

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

This price list contains the regulations, rates and charges applicable to resold and facilities-based competitive local exchange and interexchange services provided by the Company in the State of Florida.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this price list.

2.2.1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer; or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company.

2.2.1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.2 Obligations of the Customer (Cont'd)**

- 2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work.
- 2.2.1.5 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 the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:

2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or

2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.

2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

2.2.4 The Company's services (as detailed in this price list) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the price lists or contracts which are applicable to such connections.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

- 2.2.5 Upon reasonable 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 is complying with the requirements set forth in this price list for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company

2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified:

- (A) The Company's damages arising out of its negligent acts, or mistakes, omissions, interruptions, delays, errors, or defects during the course of furnishing service, shall in no event exceed an amount equivalent to Access Media's charges for service during the period affected by such negligence, or in which such mistakes, omissions, interruptions, delays, errors, or defects occurred. Any mistakes, omissions, interruptions, delays, errors, or defects that are caused by or materially contributed to by the negligence or willful acts of Customer, or that arise from facilities or equipment used by Customer and not provided by Access Media, shall not result in the imposition of any liability upon Access Media.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.3 Liability of the Company (Cont'd)**

- (B) Customer shall defend, indemnify, and hold harmless the Company, its officers and directors, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses of any kind and nature (including, without limitation, liability to third parties for personal injury or death and for loss or damage to property, and loss or damage to Company property, and injury to Company employees), without limitation whatsoever, that in any way arise out of or result from Customer's operations, installation or maintenance of equipment and facilities, or performance under this price list, or that arises out of or in any way is connected with Customer's provision of service to its end users, or any use or attempted use by Customer or any such end user of services provided by the Company hereunder; provided that this section shall not apply to the extent that any injury, loss, or damage is caused by the gross negligence or willful misconduct on the part of the Company.
- (C) The Company will not be liable for any act, omission to act, negligence, or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by Customer. Access Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Customer or any entity other than Access Media, that furnishes services, facilities, or equipment used in connection with Access Media's services or facilities.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of the Company (Cont'd)

- (D) EXCEPT AS EXPRESSLY PROVIDED IN THIS PRICE LIST, ACCESS MEDIA MAKES NO EXPRESSED OR IMPLIED REPRESENTATIONS, OR WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (E) IN NO EVENT SHALL ACCESS MEDIA BE LIABLE TO CUSTOMER FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION, LOST PROFITS OR REVENUE).

2.3.2 Limitation of Liability

- 2.3.2.1 Nothing in this price list shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.3.3 Force Majeure

- 2.3.3.1 Neither Party shall be responsible for delays or failures in performance, except for the obligation to make payments required under this price list, resulting from acts or occurrences in the nature of force majeure such as fire, explosion, acts of God, war, or civil commotion; any law, order, regulation, or ordinance of any government or legal body; strikes; or delays caused by the other Party. In such event, the Party affected shall, upon giving prompt notice to the other, be excused from such performance to the extent of such interference. The affected Party shall use its reasonable efforts to avoid or remove the cause of non-performance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service**

When applying for service, applicants shall be advised of the one-party service with the lowest basic monthly service charge and lowest monthly charge for leased equipment or the lowest purchase price for company-marketed equipment for the type of business service requested. The Company will, as a part of the first bill rendered for utility service to a new single-line business customer, provide the customer with a listing of all services and leased telephone equipment which shall be provided to that customer, with an itemization of the monthly charges applicable thereto. The first bill shall also show the lowest basic local service charge available for the type of service supplied.

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

2.4.1.2 Except as provided in 2.4.2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Application for Service (Cont'd)

2.4.1 Minimum Contract Period (Cont'd)

2.4.1.3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service.

2.4.2 Cancellation of Service

2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.

2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;

2.4.2.2.A The total costs of installing and removing such facilities; or

2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this price list plus the full amount of any applicable installation and termination charges.

2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.4 Application for Service (Cont'd)****2.4.2 Cancellation of Service (Cont'd)**

2.4.2.4 The Company reserves the right to redefine its regions, add new regions, or remove regions from its current offering, as it deems appropriate in its sole discretion and will provide the Customer with at least thirty (30) days' notice of any change in the definition of the Company's regions.

2.4.2.5 In the event that the Company plans to exit a current region, the Customer shall be provided with thirty (30) days prior written notification of the Company's intent. The Customer shall be allowed to immediately terminate services in the affected region without penalty.

2.4.2.6 If the Company finds that the applicant for service has failed to pay for past due telephone service of the same class provided by any telephone company, the company may refuse to provide service unless the applicant, at the option of the Company, pays any past due bill and/or furnishes a deposit pursuant to Section 2.6 of this price list.

2.4.3 Maximum Time Frame for Installations and Repair.

The Company makes every effort to provide timely installation and repair service for residential and single-line business customers, where local dial-tone service is available to such customers. The Company will comply with Rule 25-24.825 of the Florida Administration Code to include:

- (1) Maximum time frame when the service will be installed and;
- (2) The maximum time frame for repair if service is interrupted and the means to repair such service outage is under the control of the Company and;
- (3) Grade of service.

The Company will ensure the industry standard P.01 blocking for residential and single-line business customers.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service

- 2.5.1 Access Media will bill Customer monthly, with recurring charges being billed in advance and any usage charges billed in arrears. The due date printed on the monthly bill shall not be less than twenty-two (22) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.2 Payments are past due if not received by the Company by the Due Date. Any amounts past due will be subject to a late payment charge accruing at the rate of 1-1/2% per month until paid. In addition, bills not paid within thirty (30) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7 of this price list, may result in suspension of access privileges to Access Media's collocate facility if Customer is collocated until the full amount of the bill is paid. Bills not paid within forty (40) days of the Bill Date and which have not been disputed in accordance with the procedures set forth in Section 2.7.1 of this price list, may result in suspension of service until the overdue payments and any additional charges that may be imposed to restore service have been paid. Customer agrees to pay all costs incurred by Access Media in collecting any unpaid amounts, including attorneys' fees. Failure of the Customer to pay all undisputed amounts by the Due Date is a material breach and a seven (7) day notice shall be required in order to terminate services hereunder for non-payment.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Payment for Service (Cont'd)

2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.

2.5.4 All applicants for service, nonresidential customers and customers who have failed to make payment as outlined above, during the past twelve (12) months, and who are indebted to a company for past due service, may have the opportunity, at the discretion of the Company, to make periodic payments through a Deferred Payment Agreement. The agreement shall be in writing and will be made available to the Customer. The Company may require an applicant for business service or a business customer to pay no more than $\frac{1}{3}$ the amount past due and owing at the time of entering into the deferred payment agreement. The customer or applicant will be allowed a minimum of four months and a maximum of twelve months, from the agreement date, in which to complete payment pursuant to a Deferred Payment Agreement.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits

2.6.1 The Company may require a deposit or guarantee of payment from any customer or applicant who has not established good credit with that utility. Deposit or guarantee of payment requirements as prescribed by the utility must be based upon standards which bear a reasonable relationship to the assurance of payment. A deposit shall not exceed an estimated two months', or four months maximum, gross bill or existing two months', or four months maximum bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company will not require a deposit or a guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return.

A maximum of 1/3 of the amount of a requested deposit from any customer shall be paid within 12 days after the date of the initial request for deposit. Two billing periods shall be allowed for the balance of the deposit.

The Company may determine whether a customer has established good credit with that utility, except as herein restricted:

2.6.1.1 A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.1.2 The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by this chapter.

2.6.1.3 No utility shall use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility shall not affect the determination by the utility as to that customer's credit history.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.2 Return of Deposit

Deposits plus interest shall be automatically refunded after being held for 12 months, provided that:

- a) the customer has paid any past due bill for service owed to the same company;
- b) service has not been discontinued for nonpayment,
- c) the customer has not paid late 4 times, or
- d) the company has not provided evidence that the customer used a device or scheme to obtain service without payment.

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Customer Deposits (Cont'd)

2.6.3 Interest on Deposits

Interest shall be paid on deposits the same as the rate existing for the average one-year yield on U.S. Treasury securities for the last full week in November. The interest rate will be rounded to the nearest .5%. In December of each year the Commission shall announce the rate of interest that shall be paid on all deposits held during all or part of the subsequent year.

The Company may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Customer Complaints and Billing Disputes

2.7.1 In the event that Customer disputes any charges, Customer must submit a written claim describing the disputed amount. Customer shall submit all documentation as may reasonably be required to support the claim. Payment may be withheld for the amounts subject to a dispute submitted prior to the Due Date. All disputes and claims for refunds must be submitted to Access Media within one hundred and twenty (120) days of the Bill Date. If Customer does not submit a claim as stated above, Customer waives all rights to file a claim thereafter. Access Media shall investigate and resolve all disputes within forty-five (45) days of receipt of the dispute and Access Media's resolution of such a dispute is final. Any portion of a disputed amount deemed payable by Access Media must be paid in full within ten (10) days of resolution or Customer's service may be subject to disconnection and late payment charges imposed on the overdue amount.

2.7.2 Any unresolved dispute may be directed to the PSC Consumer Assistance at 2540 Shumard Oak Blvd., Tallahassee, Florida 32399-0850. Customers may also contact Consumer Assistance at 1-800-511-0809 during normal business hours or at www.floridaPSC.com.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service

- 2.8.1 In the event that a customer's basic local exchange service is interrupted and remains out of service for more than twelve (12) hours after being reported to or found to be out of service by a company, appropriate adjustments shall be made to the customer's account upon request with a minimum of credit for 24 hours.
- 2.8.2 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The adjustment shall be the pro rata part of the month's charge for local exchange service for the period of days service was inoperative and shall be accomplished by a credit on a subsequent bill for telephone service. A check shall be issued if the final bill shows no amount owed.
- 2.8.3 This provision shall not apply when the service interruption is caused by:
- 1) the negligence or willful act of the customer,
 - 2) customer provided facilities, or
 - 3) electric power failure where the customer furnishes such electric power.
- 2.8.4 The following allowances are provided for interruptions in service, as specified for particular services furnished solely by the Company:

The Company shall allow for interruptions in exchange telephone service of 24 hours or more not due to conduct of Customer an amount equal to the fixed monthly charges for exchange service multiplied by the ratio of the days of interruption to thirty days. When interruptions continue beyond 24 hours, credit allowance will be given in successive 24-hour multiples.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Allowance for Interruptions in Service (Cont'd)

2.8.5 If service is disrupted for more than 48-hours, but not more than 72-hours, the credit will be equal to at least 33% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 72-hours, but not more than 96-hours, the credit will be equal to at least 67% of one month's recurring charges for all local services disrupted. If the service disruption is for more than 96-hours, but not more than 120-hours, the credit will be equal to one month's recurring charges for all local services disrupted. For each day or portion thereof that the service disruption continues beyond the initial 120-hour period, the Company shall provide alternative telephone service or an additional credit of \$20 per day, at the customer's option. The Company will notify the customer of these options. In the absence of an election by the customer, the customer shall receive \$20 per day.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Taxes and Fees

- 2.9.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2.9.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.9.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.10 The charge for a returned check is \$30.00.

2.11 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this price list, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service

The Company shall not disconnect basic local service for nonpayment of toll or information service charges or any service other than basic local service.

2.12.1 Disconnection of Service Without Notice

Access Media shall have the right to refuse or discontinue telephone service or service arrangements without advance notice, if the acts of the Customer or the conditions upon their premises are such as to indicate an intent to defraud Access Media or to use the Service to defraud a third party, including but not limited to, providing false credit information, significantly misstating expected service volumes, using the services for unlawful purposes, or using services without intent to pay.

Access Media will attempt to contact the Customer by telephone prior to discontinuing the Service or portions thereof. If Access Media is unable to contact the Customer by telephone, a letter will be mailed to the Customer on the same date that their service or service arrangement is discontinued, explaining the reasons for such action and the Customer's right to dispute such action.

Customer is responsible for all charges attributable to Customer, even if incurred as a result of fraudulent or unauthorized use of the Service by third parties. Access Media may, but is not obligated to, detect or report unauthorized or fraudulent use of Service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice

The Company may disconnect service for any of the following reasons provided it has notified the customer of its intent, in writing, to disconnect service and has allowed the customer a reasonable time of not less than five (5) working days in which to remove the cause for disconnection:

- 2.12.2.1 Non-compliance with Regulations. For violation of or non-compliance with Commission's rules and regulations or for violation of or non-compliance with the Company's price lists on file with the Commission.
- 2.12.2.2 Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Commission.
- 2.12.2.3 Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment and property.
- 2.12.2.4 Failure to meet the utility's deposit and credit requirements.
- 2.12.2.5 For failure to pay a past due bill owed to the company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice (Cont'd)

2.12.2.6 For non-payment of a bill for service, the Company may discontinue service to a customer only after it has mailed or delivered by other means a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance shall be delivered separately from any other written matter or bill.

Notice of discontinuance shall not be mailed before the third business day following the due date shown on the bill.

2.12.2.7 When a company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.12 Disconnection and Termination of Service (Cont'd)

2.12.2 Disconnection of Service Requiring Notice (Cont'd)

2.12.2.8 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.12.2.9 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.13 Unlawful Use of Service

2.13.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.13.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.13.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.13.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

2.14 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.15 Telephone Solicitation by Use of Recorded Messages

Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited.

2.16 Incomplete Calls

There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error.

2.17 Overcharge/Undercharge

When a customer has been overcharged, the amount shall be refunded with interest from the date of overpayment by the customer or credited to the customer. The interest rate shall be as specified in Section 2.6.3 preceding.

2.18 Notices

Any notice required or permitted to be given under this price list shall be in writing and delivered by hand, mail, national overnight courier service or by fax if confirmed by telephone to the customer, at the address or phone numbers shown herein or at such other address or phone numbers as shall be designated from time to time.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.19 Emergency Calling

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary, or punitive damages of any nature whatsoever.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

The Company will maintain access to 911 during temporary disconnections for non-payment of a residential subscriber's local service.

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SECTION 3. DESCRIPTION OF SERVICES**3.1 Trial Services**

The Company may offer new services, not otherwise stated in the price list, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

3.2 Promotional Offerings

The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis, that provides special rates, terms, or conditions of service. Promotional offerings will have a duration and effectiveness of no longer than ninety (90) days. Promotional offerings will begin one at least one day notice to the Commission.

3.3 Individual Case Basis ("ICB") Offerings

The price list may not specify the price of a service in the price list as "ICB". The Company may or may not have an equivalent service in its the price list on file with the Commission, and the quoted ICB rates may be different than the price list rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

The Company may offer CPAs to eligible customers. Each CPA is customized to meet the specific needs of a customer. Rates quoted are different from the price list rates. CPA rates must be provided under contract to a customer and the contract filed (can be under seal) with the Commission.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Local Exchange Service

3.5.1 Local Exchange Service is telephone service that entitles the customer to originate local calls, without toll charges, to all local exchange access lines connected to a Central Office (CO) of the exchange, or to all exchange access lines served by COs of the extended local service area where comprised of more than one exchange. Service will be provided where facilities are available from the Local Exchange Company (LEC).

3.5.2 Service is classified as business service and business rates apply when any of the following conditions exist:

3.5.2.1 When the service is furnished at a location where a business, trade or practice is performed and where the use of the location is not confined primarily to domestic activities.

3.5.2.2 Service for social clubs (i.e. Elks, VFW, Eagles, etc.) will be considered business service.

3.5.2.3 When the directory listing is to be a business listing, except when a residence telephone number is advertised as an alternate call number in connection with a business telephone number.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.6 Long Distance Service**

Access Media long distance services are either intraLATA or InterLATA telephone services that allow customers to originate and terminate calls at locations within the state of Florida. Access Media offers its long distance services only under both a volume commitment and a term commitment. Customers who receive local service from Access Media, but do not receive interexchange services from Access Media, will receive intraLATA service from Access Media, priced in accordance with the rates and procedures used for intraLATA calls. Access Media will provide customers with the option to select any intraLATA/ interLATA carrier upon written request. Access Media's long distance terms and conditions are found in its Florida Tariff No. 2.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Directory Assistance

3.7.1 General

Directory Assistance (DA) is defined as furnishing aid in obtaining telephone numbers. The Directory Assistance operator will not transfer, forward or redial a customer's call to any other location for any purpose other than the provision of DA service. The service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of the service includes the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain Directory Assistance service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with attempt to avoid payment, in whole or in part, of the regular charge for such service. In addition to any other action authorized by this Price list, the Company may, in such cases of abuse or fraudulent use, assess appropriate Directory Assistance charges on the Customer's regular telephone account.

3.7.2 Directory Assistance Call Allowance

Business Customers are allowed one directly dialed Local Directory Assistance call per month at no charge for each central office line or trunk.

3.7.3 Directory Assistance will be provided at no charge to those customers who are legally blind.

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SECTION 4. RATES AND CHARGES

4.1 Calculation of Rates

- 4.1.1 The chargeable time for a local toll call or a long distance call is determined by the duration of the call. Chargeable time begins when connection is established between the calling station and the called station. Chargeable time ends when the calling station hangs up. If the called station hangs up, but the calling station does not, chargeable time ends when the connection is released by either automatic timing equipment in the telecommunications network or by an operator.
- 4.1.2 Calls are billed in (six) 6 second increments with an eighteen (18) second minimum for interLATA calls and a twenty-four (24) second minimum on intraLATA calls.
- 4.1.3 Different rates based on the time of day or day of week are described in the following rate table.

Rate Periods	From	To, but not Including	Days
Day	8:00 a.m.	5:00 p.m.	Monday-Friday
Evenings	5:00 p.m.	11:00 p.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Monday-Friday
Night/Weekends	11:00 p.m.	8:00 a.m.	Saturday-Sunday

The Company charges weekend rates on the following Federal holidays: New Year's Day, President's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.2 Local Exchange Service

	<u>Monthly Rate</u>	<u>Non-Recurring Charge</u>
Main Line	\$10.25	\$31.25
Additional Line	\$10.25	\$31.25
Per DOD Trunk	\$10.25	\$31.25
Per Two-Way Combo Attendant Trunk	\$10.25	\$31.25
Per One-Way In Local Trunk	\$10.25	\$31.25
Per DID Trunk	\$35.25	\$31.25
Per Initial DID Number Block (Qty 20)	\$0.50	N/A
Per Additional DID Number Block (Qty 10)	\$0.25	N/A
Changes, Service Restoration -To change class, type or grade of Service (per line or trunk)	N/A	ICB
To restore service that has been temporarily disconnected by the Company (per line or trunk, per order)	N/A	\$31.25

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SECTION 4. RATES AND CHARGES (Cont'd)**4.2 Local Exchange Service (Cont'd)****4.2.1 Features**

	<u>Monthly Charge</u>
Call Forward Busy	\$4.38
Call Forward Don't Answer	\$4.38
Call Forward Remote Access	\$6.25
Call Forward Variable	\$6.25
Call Transfer	\$4.38
Call Waiting/Cancel Call Waiting	\$6.25
Caller ID	\$9.38
Caller ID with Name	\$11.88
Distinctive Ring	\$3.13
Selective Call Rejection	\$6.25
Speed Calling 8	\$6.25
Three-Way Calling	\$6.25
Feature Package	ICB

4.2.2 Usage Charges

Per Minute \$0.0500

* These rates represent the actual rate payable by the Customer. The Customer's bill may show a higher nominal rate which is discounted to equal the net rate stated above.

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SECTION 4. RATES AND CHARGES (Cont'd)

4.3 Intrastate Long Distance Service

4.3.1 Usage Charges

Per Minute \$0.1305

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SECTION 4. RATES AND CHARGES (Cont'd)

4.4 Directory Assistance Service

4.4.1 Local Directory Service

Per Call Charge \$1.50
(maximum of two (2) listings)

4.4.2 National Directory Assistance

Per Call Charge \$1.50
(maximum of two (2) listings)

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION

5.1 General

IntraLATA toll presubscription is a procedure whereby an end user may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user may designate an ITP for IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Company permitting access to that carrier by the end user without dialing an access code. Should the same end user wish to use other services of the same carrier, it will be necessary for the end user to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user is subject to the terms and conditions in Section 5.2.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) who subscribe to service will be asked to select a primary ITP when they place an order for Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users is the period within thirty days of installation of the new service.

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.

5.2.2 Cancellation of IntraLATA Toll Presubscription by an ITP

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure")**

5.3.1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

5.3.2 Verification of Orders for Telemarketing

No ITP shall submit to the Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

5.3.2.1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms:

- 5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;
- 5.3.2.1.B The decision to change the PIC to the ITP; and
- 5.3.2.1.C The customer's understanding of the PIC change fee; or

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

**5.3 End User/Pay Telephone Service Provider Charge Discrepancy
("Anti-Slamming Measure") (Cont'd)**

5.3.2 Verification of Orders for Telemarketing (Cont'd)

5.3.2.2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5.3.2.1 preceding to confirm the authorization; or

5.3.2.3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e.g., the customer's date of birth or social security number).

5.3.3 The Company will follow the Federal Communications Commission's and the Commission's regulations regarding slamming. The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes.

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

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SECTION 5. INTRALATA TOLL PRESUBSCRIPTION (Cont'd)

5.4 Rates and Charges

	Non-Recurring Charge
Authorized PIC/IPIC Change Charge	\$0.00
PIC/IPIC Change (Change made at the Same time to the same IC, CLC or LEC for both InterLATA and IntraLATA)	\$0.00

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SECTION 6. SPECIAL PROGRAMS AND SERVICES

6.1 Telecommunications Relay Service

- 6.1.1 The Company concurs in all applicable Rates, Rules, and Regulations regarding the State Telecommunications Relay Service. For calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice non-relay call.
- 6.1.2 The Company expressly reserves the right to cancel and make void this statement of concurrence at any time.

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SECTION 6. SPECIAL PROGRAMS AND SERVICES (Cont'd)

6.2 Universal Telephone Service Assistance Program (UTSAP)

Customers wishing to participate in the funding of Universal Telephone Service Assistance Program (UTSAP) may do so by electing to contribute, on a monthly basis, a fixed amount to be included by the Company on the customer's monthly bill. The voluntary contribution shall not reduce the customer's total monthly bill amount due the Company for telephone services or other charges.

Business customers may elect to contribute: \$1.00, \$5.00, \$10.00 or \$25.00.

Customers may elect to discontinue or change the amount of the monthly contribution on their bill at any time upon providing at least 30 days notice to Company. Failure by the customer in any month to remit the entire billed amount shall reduce the contribution accordingly.

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