



Ameracall

December 21, 1998

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Request for cancellation of Interexchange Telecommunications Certificate No. 4775
by Ameracall, Inc. d/b/a Ameracall Communications and d/b/a Operator Services Network.

Dear Ms. Bayo:

I received Docket No. 981580-TI, Order No. PSC-98-1725-FOF-TI, issued December 18, 1998.

Pursuant thereto, enclosed please find the following:

1. Copies of materials just filed with the Division of Administration. They fulfill Ameracall, Inc.'s obligations under Section 364.336, Florida Statutes, for the entire calendar year 1998.
2. The original cover letter and tariff of Ameracall, Inc., effective October 27, 1997, in Docket No. 961145-TI, Order No. PSC-97-1155-FOF-TI.

Consequently, Ameracall, Inc. presumes the above referenced most recent order will become final and this docket will be closed

CK _____

A _____ Please advise should you have any additional questions or concerns.

P _____

F _____

U _____

R _____

S _____

S _____

L _____

C _____

H _____

C _____

S _____

H _____

With regards,

Richard Taylor
Manager, Special Projects Department

Enclosures (2)

DOCUMENT NUMBER-DATE

14562 DEC 24 88

Ameracall

P.O. Box 582 • 3055 Cass • Suite 100
Traverse City, MI 49685-0582

Public Service Commission
Division of Administration
ATTN: Jackie Knight
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

AMERACALL INC.

CHECK NO. 013961

| OUR REF. NO. | YOUR INVOICE NO. | INVOICE DATE | INVOICE AMOUNT | AMOUNT PAID | DISCOUNT TAKEN | NET CHECK AMOUNT |
|--------------|------------------|--------------|----------------|-------------|----------------|------------------|
|--------------|------------------|--------------|----------------|-------------|----------------|------------------|

TARIFF FOR 1998

THE SECURITY FEATURES ON THIS DOCUMENT INCLUDE A MICRO-PRINT SIGNATURE LINE AND BLEED THROUGH MICR NUMBERING.

AMERACALL INC.

The Intelligent Choice for Telecommunications

P.O. Box 582 • 3055 Cass
Traverse City, MI 49685-0582

NBD Bank of Detroit - Dearborn

74-1292
724

013961

FIFTY AND 0/100 DOLLARS

CHECK NO.

DATE

12/15/98

CONTROL NO.

AMOUNT

\$50.00

PAY TO THE ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

Ameracall, Inc. d/b/a Operator Services Network
FN: 38-3072630 / TIS66

AMERACALL INC.

AUTHORIZED SIGNATURE



December 15, 1998

Public Service Commission
Division of Administration
ATTN: Jackie Knight
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

RE: Ameracall, Inc. d/b/a Ameracall Communications and d/b/a Operator Services Network

Dear Sirs:

Please find enclosed for filing Ameracall, Inc.'s Interexchange Company Regulatory Assessment Fee Return for calendar year 1998, along with a check for \$50.00.

Further, this company incorporates by reference the enclosed letter of November 4, 1998 to another division of your agency. Based on its representations, affirmed now again, Ameracall, Inc. intends to withdraw its tariff effective December 31, 1998. Therefore, Ameracall does not anticipate nor intend to file another return or check with your office.

Let me know should you have questions or instructions about ensuring this is a final filing.

With regards,

A handwritten signature in cursive script that reads "Richard Taylor".

Richard Taylor
Manager, Special Projects Department

Enclosures (3)

Interexchange Company Regulatory Assessment Fee Return

STATUS:
 Actual Return
 Estimated Return

Florida Public Service Commission
 (See Filing Instructions on Back of Form)

TI565
 Operator Services Network
 P. O. Box 582
 Traverse City, MI 49685-0582

FOR PSC USE ONLY

Check# _____

\$ _____ 0603001
 003001
 \$ _____ P
 0603001
 004011
 \$ _____ I

Postmark Date _____
 Initials of Preparer _____

PERIOD COVERED:
 01/01/1998 TO
 12/31/1998

Please Complete Below If Official Mailing Address Has Changed

 (Name of Company) (Address) (City/State) (Zip)

| LINE NO. | ACCOUNT CLASSIFICATION | GROSS OPERATING REVENUE | INTRASTATE REVENUE |
|----------|--|-------------------------|--------------------|
| 1. | Long Distance Services | \$ 0 | \$ 0 |
| 2. | Access Services | 0 | 0 |
| 3. | Private Line Services | 0 | 0 |
| 4. | Leased Facilities & Circuits Services | 0 | 0 |
| 5. | Miscellaneous Services | 0 | 0 |
| 6. | TOTAL Telephone Services | \$ 0 | \$ 0 |
| 7. | LESS: Amounts Paid For Services To Local Telephone Companies* (Attach Listing) | 0 | 0 |
| 8. | TOTAL REVENUES For Regulatory Assessment Fee Calculation | (0) | (0) |
| 9. | Regulatory Assessment Fee Due (Multiply Line 8 by 0.0015) | 0 | 0 |
| 10. | Penalty for Late Payment | 0 | 0 |
| 11. | Interest for Late Payment | 0 | 0 |
| 12. | TOTAL AMOUNT DUE | 0 | \$ 50.00 |

*Each amount paid by an interexchange telecommunications company to a telecommunications company providing local service for use of the local network shall be deducted from intrastate revenue for purposes of determining the amount of the regulatory fee assessed the interexchange telecommunications company.

AS PROVIDED IN SECTION 364.336, FLORIDA STATUTES, THE MINIMUM ANNUAL FEE IS \$50

CURRENT COMPANY STATUS

() Facilities-Based Carrier () Reseller
 Alternate-Operator Service () Rebiller
 () Call Aggregator
 () Other: _____

BILLING INFORMATION

Complete below if billing agent if other than yourself.
N/A - "No Activity"
 (Name) (Address: City/State/Zip)
 (Telephone)

What is the total amount of customer deposits collected?
 Amount: \$ 0 for 19 98

What is the total amount of bond held (if applicable)?
 Amount: \$ 0 Expires: N/A

COMPANY INFORMATION

Do you lease telecommunications facilities? () YES
 NO
 If YES, who do you lease these facilities from? Name: _____
 Address: _____

I, the undersigned owner/officer of the above-named company, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his/her duty shall be guilty of a misdemeanor of the second degree.

James L. Schopieray
 (Signature of Company Official)
James L. Schopieray
 (Please Print Name)

Senior Vice-President
 (Title)
1/15/98
 (Date)

Telephone Number (616) 932-8111 Fax Number (616) 933-8446
 F E I No 38-3072630

FLORIDA PUBLIC SERVICE COMMISSION
Instructions For Filing Regulatory Assessment Fee Return
(Interexchange Company)

Ameracall

1. **WHEN TO FILE:** For companies which owed a total of \$10,000 or more of assessment fee for the preceding calendar year, this Regulatory Assessment Fee Return and payment must be filed or postmarked:

On or before July 30 for the six-month period January 1 through June 30, AND
On or before January 30 for the six-month period July 1 through December 31.

For companies which owed a total of less than \$10,000 of assessment fee for the preceding calendar year, this Regulatory Assessment Fee Return and payment must be filed or postmarked:

On or before January 30 for the twelve-month period January 1 through December 31.

However, if July 30 or January 30 falls on a Saturday, Sunday, or holiday, the Regulatory Assessment Fee may be filed or postmarked on the next business day, without penalty.

2. **FEES:** Each company shall pay 0.0015 of its gross operating revenues derived from intrastate business, as referenced in Rule 25-4.0161(1), F.A.C. Gross Operating Revenues are defined as the total revenues before expenses. Gross Intrastate Operating Revenues are defined as revenues from calls originating and terminating within Florida. Do not deduct any expenses, taxes, or uncollectibles from these amounts other than the amount in Line 7.
3. **FAILURE TO FILE BY DUE DATE:** Failure to file a return by the established due date will result in a penalty being added to the amount of fee due, 5% for each 30 days or fraction thereof, not to exceed a total penalty of 25% (Line 10). In addition, interest shall be added in the amount of 1% for each 30 days or fraction thereof, not to exceed a total of 12% per year (Line 11). A Regulatory Assessment Fee Return must be completed, signed, and filed even if there are no revenues to report or if the minimum amount is due.

When a company fails to file a Regulatory Assessment Fee Return, the Commission may order the company to pay a penalty and/or cancel the company's certificate. The company will have an opportunity to respond to any proposed Commission action.

4. **EXTENSION:** A utility, for good cause shown in a written request, may be granted an extension up to 30 days. A request should be made by filing the enclosed *Request for Extension to File Regulatory Assessment Fee Return* form (PSC/ADM-124), two weeks prior to the filing date. If an extension is granted, a charge shall be added to the amount due:

0.75% of the fee to be remitted for an extension of 15 days or less, or
1.5% of the fee for an extension of 16 to 30 days.

In lieu of paying the charges outlined above, a utility may file a return and remit payment based upon estimated gross operating revenues. If such return is filed by the normal due date, the utility shall be granted a 30-day extension period in which to file and remit the actual fee due without paying the above charges, provided the estimated fee payment remitted is at least 90% of the actual fee due for the period. An automatic 30-day extension to file an actual return may be obtained by checking the "Estimated Return" space in the top left-hand corner on the reverse side.

5. **FEE ADJUSTMENTS:** You will be notified as to the amount and reason for any fee adjustment. Penalty and interest charges may be applicable to additional amounts owed the Commission by reason of the adjustment. The company may file a written request for a refund of any overpayments. The request should be directed to Fiscal Services at the below-referenced address.
6. **MAILING INSTRUCTIONS:** Please complete this form, make a copy for your files, and return the original and in the enclosed preaddressed envelope. Use of this envelope should assure a more accurate and expeditious recording of your payment. If you are unable to use the envelope, please address your remittance as follows:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ATTENTION: Fiscal Services

7. **ADDITIONAL ASSISTANCE:** If you need additional assistance in preparing your Regulatory Assessment Fee Return, please contact the Division of Auditing and Financial Analysis at (850) 413-6480.

For assistance on telecommunications facilities, please contact the Division of Communications at (850) 413-6556.

Both divisions may be contacted at the above-referenced address, directing correspondence to the attention of the division.



November 4, 1998

Public Service Commission
Division Of Communications
ATTN: Tommy Williams
Capital Circle Office Center
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Ameracall, Inc. d/b/a Ameracall Communications and d/b/a Operator Services Network

Dear Sirs:

Ameracall would like to withdraw its Florida Telecommunications Tariff issued September 15, 1996 and effective October 22, 1997 under Docket Number 961145-TI and Order Number PSC-97-1155-FOF-TI.

This step coincides with the businesses' intentions to withdraw foreign corporation status with the Secretary of State's office, as well as the Department of Revenue.

Please advise should additional steps need to be taken.

Yours truly,

A handwritten signature in cursive script that reads "Richard Taylor".

Richard Taylor
Manager, Special Projects Department

STATE OF FLORIDA

Commissioners:
JULIA L. JOHNSON, CHAIRMAN
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA



DIVISION OF COMMUNICATIONS
WALTER D'HAESELEER
DIRECTOR
(850) 413-6600

Public Service Commission

November 12, 1997

Mr. Russell Madsen, President
AMERACALL, INC d/b/a AMERACALL COMMUNICATIONS,
and d/b/a OPERATOR SERVICES NETWORK
3055 Cass Road South, Suite 100
Traverse City, MI 49684

RE: T-96-0807

Dear Mr. Madsen:

Since no protest was received by the close of business on October 21, 1997, your certificate to operate as an interexchange telecommunications service company (IXC) became effective October 22, 1997, in Docket Number 961145-TI; Order Number PSC-97-1155-FOF-TI.

Any subsequent changes to the tariff must be received by the Commission one day before the effective date of the tariff pages. If you have any questions, please call Tommy Williams at (850) 413-6586.

Sincerely,

A handwritten signature in cursive script that reads 'Ann Shelfer'.

Ann Shelfer
Supervisor
End User Services

AHS:tw

ATTACHMENT
AUTHORITY NUMBER: T960807

SECTION

FPSC Tariff Number 1

Orig

1 - 59

TITLE SHEET
FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, rates, charges, terms and conditions of service applicable to the furnishing of service and facilities for telecommunications services provided by Ameracall, Inc. d/b/a Ameracall Communications and Operator Services Network, with principal offices at 3055 Cass Road South, Suite #100, Cass Commerce Centre, Traverse City, MI 49684. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission (FPSC), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

CHECK SHEET

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

| SHEET | REVISION |
|-------|----------|
| 1 | Original |
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| 3 | Original |
| 4 | Original |
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| 28 | Original |

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

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Issued: September 15, 1996

EFFECTIVE:

by: Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

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Issued: September 15, 1996

EFFECTIVE:

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3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

SYMBOLS SHEET

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff 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

Issued: September 15, 1996

EFFECTIVE:

by:

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3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

TARIFF FORMAT SHEETS

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

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

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

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

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

Issued: September 15, 1996

EFFECTIVE:

by:

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3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Aggregator - Any person, business, firm, partnership, corporation, or other entity that, in the ordinary course of its operations, subscribes to services of the Company for the purposes of making telephones available to the public or to transient users of its premises, for interstate telephone calls using the services of Ameracall. In order to subscribe the Aggregator may lease or manage the pay telephone, telephone station, PBX, or other switch vehicle from which a Consumer places a call utilizing the services of the Company. The Aggregator has a pre-existing business arrangement with the Company and may also be a Customer or an End User.

Alternative Operator Services - Alternative Operator Services are those services provided by the Carrier in which the customer and end user are totally separate entities. The Carrier contracts with the customer to provide the alternative operator services; however, the Carrier does not directly contract with the End User to provide the services even though it is the End User who actually pays for the processing of the operator assisted calls.

Ameracall - Used throughout this tariff to mean Ameracall, Inc. d/b/a Ameracall Communications and Operator Services Network.

Authorization Code or Dial Access Code - A numerical code or number that may be dialed by the customer or consumer, one or more of which are available to enable it to access and connect with and be billed by the network of a specific common carrier to which that number has been assigned, thereby directly by-passing the other available types of call billing methods. This is used by a common carrier both to prevent unauthorized access to its facilities and to identify the customer or consumer for billing purposes.

Authorized User - A person, firm, corporation or other entity who is authorized by the Customer to be connected to the service of the Customer under the terms and regulations of this tariff.

Issued: September 15, 1996

EFFECTIVE:

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3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

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

Calling Card Call - A billing arrangement by which the charges for a call may be billed to a valid telephone company issued Calling Card.

Collect Call - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commercial Credit Card Call - A billing arrangement whereby the End User may bill the charges for a call to an authorized national credit card. The terms and conditions of the agreement between the credit card company and its patrons apply to payment arrangements.

Commission: The Florida Public Service Commission (FPSC).

Common Carrier - A company or entity providing telecommunications services to the public and subject to the jurisdiction of the FPSC.

Company or Carrier - Used throughout this tariff to refer to Ameracall, Inc. d/b/a Ameracall Communications and Operator Services Network, unless otherwise specified or clearly indicated by the context.

Consumer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call without any operator assistance.

Consumer Dialed Travel Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call. Service is accessed via a "1-800" dialing sequence.

Consumer or End User - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges. The Consumer or End User is typically a member of the transient public and, as such, does not contract directly with the Company for provisioning or termination of service.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

Credit Card - A billing convenience whereby the customer may bill charges for a call to an authorized national bank charge card such as VISA, MasterCard or American Express. Terms and conditions of the agreement between the national credit card company and its patrons will apply to payment arrangements.

Customer or Subscriber - any person, firm, partnership, corporation, or other entity which orders and uses, arranges, rearranges, or discontinues any telecommunications services, and is responsible for payment, all under the provisions and regulations of charges due and in compliance with the Company's tariff regulations.

Day Rate Period - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Dedicated Access - A method of reaching the Carrier's services whereby the Subscriber is connected directly to the Carrier's access point without utilizing the services of the local switched network.

Equal Access - The ability of the Carrier to serve Consumer or End Users on a presubscribed basis rather through the use of dial access codes.

Evening Rate Period - From 5:00 PM up to, but not including, 11:00 PM local time Monday through Friday. The Evening Rate Period is applied on the Company recognized holidays unless a lower rate would normally apply.

Federal Communication Commissions (FCC): The national telecommunications regulatory authority that holds both preemptive and concurrent jurisdiction with the FPSC.

Holidays - Ameracall's recognized holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Issued: September 15, 1996

EFFECTIVE:

by:

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Traverse City, MI 49684

OCT 22 1997

Local Exchange Company (LEC) - The telephone company which provides the dial tone and local access service with billing services.

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

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

Operator Assisted Calls - Calls requiring assistance for completion, usually by dialing 0+(area code)+(exchange)+(line number), i.e. "0+"; or by dialing "0", with all subsequent dialing being performed by Alternative Operator Services, i.e. "0-".

Operator - Station Call - A service whereby the End User places a non-Person-to-Person (station-to-station) call which is billed via Credit Card, Calling Card, Collect or Third Party, with the assistance of an operator (live or automated).

Person-to-Person Call - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant. A person-to-person call may be billed to the called party, a third number, a Credit Card, or a Calling Card.

Premises - A building or buildings on contiguous property.

Special Access - See Dedicated Access.

Telco Card - A billing convenience whereby the Consumer or End User may bill the charges for a call to an approved telephone company-issued Calling Card. The terms and conditions of the local telephone company will apply to payment arrangements. Also referred to as a Calling Card.

Telephone Station - A phone accessible to and for use by the public at a premises.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Time and Charges - A service whereby the End User requests and the Company Operator monitors the start and stop time of a call and conveys the resulting charges to the calling party or Aggregator for the purposes of on-site payment and/or other call accounting purposes.

Traditional Operator Services - Those services provided by the Carrier in which the End User has a customer relationship with the Carrier, the Carrier contracts with the Customer to provide the services, and the Customer pays for the actual processing of the operator assisted calls.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

SECTION 2 - RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications and operator services provided by the Company for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Carrier may, from time to time, offer various enhanced services and information services within the State of Florida under Section 3. Such services will be provided pursuant to contract to be presented for review and approval by the FPSC and will not be governed by tariff.
- 2.1.3 Carrier may also, from time to time, offer switching, transmission, and/or operator assistance services to other telecommunications Common Carriers, for resale to such companies' Customers. The rates for any such services will be determined pursuant to contract, to be presented for review and approval by the FPSC, and Section 4 of this tariff will not apply thereto.
- 2.1.4 The services of the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but do include the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying Common Carriers.
- 2.1.5 The rates and regulations contained in this tariff apply only to the Resale Long Distance Services and Alternative Operator Services furnished by Ameracall, and do not apply, unless otherwise specified, to the lines facilities, or services provided by a local exchange telephone company or other Common Carrier for use in accessing the services of the Company.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

OCT 22 1997

2.1 Application of Tariff, continued

- 2.1.6 The services of the Company are furnished to businesses, patrons, patients, students, and other Authorized Users of terminal telephone or other facilities of privately owned coin operator Telephone Station providers, hotels, motels, hospitals, airports, colleges, universities, and other Aggregator who offer telephone service to their customers, visitors, or patrons, and to other classes of Customers. Contracts will not specify intrastate rates that differ from those named in this tariff. The Company enters arrangements with such Subscribers providing for the availability of Ameracall's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.
- 2.1.7 The Aggregator is entitled to limit the use of Ameracall's services by users at the Aggregator's facilities, and may use other Common Carriers in addition to or in lieu of the Company for Alternative Operator Services, including but without limitation offering users the ability to access the Common Carrier of the user's own choice.

2.2 Undertaking of Ameracall

- 2.2.1 Ameracall, Inc. d/b/a Operator Services Network services and equipment are furnished to the Consumer or End Users for communications originating within the state of Florida under the terms of this tariff. The Company's services and equipment are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.2 Ameracall, Inc. d/b/a Ameracall Communications services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. The Company's services and equipment are available twenty-four (24) hours per day, seven (7) days per week.

Issued: September 15, 1996

EFFECTIVE:

by:

Russell Madsen, President
3055 Cass Road South, Suite #100
Traverse City, MI 49684

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2.2 Undertaking of Ameracall, continued

- 2.2.3 Ameracall, Inc. d/b/a Operator Services Network installs, operates, and maintains the communications services provided in this tariff for Consumers or End Users in accordance with the terms and conditions set forth under this tariff. The Company may act as the Aggregator's agent for ordering access connection facilities provided by Common Carriers or entities, when authorized by the Aggregator, to allow connection of an Aggregator's location to an authorized underlying Common Carrier. The Aggregator shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.2.4 Calls handled and billed by Company will audibly and distinctly branded "Operator Service Network" at the beginning and the end of the operator involved portion of each call and prior to the commencement of billing. Consumers may disconnect from the call after the brand and prior to connection without incurring any call charges.
- 2.2.5 Ameracall, Inc. d/b/a Ameracall Communications arranges for installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the Customer's agent for ordering access connection facilities provided by other Common Carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Ameracall, Inc. d/b/a Ameracall Communications network. The Customer shall be responsible for all charges due for such service arrangements. The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four (24) hours per day, seven (7) days per week.

2.3 Use of Services

- 2.3.1 The Company's services may be used for any lawful purposes consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.3.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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2.3 Use of Services, continued

- 2.3.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or Credit Cards is prohibited.
- 2.3.4 The Company's services may be denied for the following reasons:
- (A) Following ten (10) days notice, for nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill,
 - (B) For violation of any provision of this tariff,
 - (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over Ameracall's services, or
 - (D) By reason of any order decision of a court, public service commission (such as the FPSC), or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.4 Limitations on Service

- 2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.4.2 The Company reserves the right to discontinue furnishing service, or limit the use of service, when necessitated by conditions beyond its control: or when the Customer, or Aggregator, is using service in violation of the provisions of this tariff, or in violation of the law.
- 2.4.3 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.

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2.4 Limitations on Service, continued

- 2.4.4 All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer or Aggregator may not transfer or assign the use of service or facilities, except with 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.
- 2.4.5 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.
- 2.4.6 The Company reserves the right to refuse to process Travel Card, Credit Card, or Calling Card billed calls, when authorization for use of the card cannot be validated or which fail validation.
- 2.4.7 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers, Consumers, and Aggregators as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material effect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.4.8 The Company reserves the right to validate the credit worthiness of the Customer through available Credit Card, and Calling Card, called number verification procedures. When a requested billing method cannot be validated, the Consumer may be required to provide an acceptable alternate billing method or Ameracall may refuse to place the call.
- 2.4.9 All services provided under this tariff are directly or indirectly controlled by the Company and neither the Customer nor the Consumer or Aggregator may transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply when there is no interruption of the use or location of the service or facilities.
- 2.4.10 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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2.5 Liabilities of the Company

- 2.5.1 The Company shall not be liable for, and shall be held fully harmless for, loss or damage sustained by reason of any failure in or in breakdown of facilities associated with it's services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption (for example but not limited to mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities), and whether negligent or otherwise and however long it shall last. In no event shall Ameracall's liability for any service exceed an amount equivalent to the proportionate charges applicable under this tariff to such service for the period during which the aforementioned faults in transmission occur.
- 2.5.2 The Company shall not be liable for, and shall be held fully harmless and indemnified for, any claim or loss, expense or damage (including indirect, special, or consequential damage), for any failure of performance due to any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if beyond its control and/or caused by any person or entity other than the Company, including, without being limited to, any malfunction of any service or facility provided by any Common Carrier, Aggregator, or others, by an act of God, fire, flood or other catastrophe, national emergency, insurrection, riot or war, strike, lockout, work stoppage or other labor difficulty, civil disturbance, and any law, order, regulation or other action of any governing authority or agency thereof, or by any other cause beyond the Company's direct control.

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2.5 Liabilities of the Company, continued

- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator, or other entity against any claim, loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, false light, infringement of copyright or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted over its services, or used by the Company under this tariff; or for any act or omission of the Customer, Consumer, and Aggregator. Ameracall shall not be liable for any personal injury, or death of any person or persons, and for any loss or damage sustained arising out of the material, data, information, or other content transmitted over the Company's network or facilities, if not directly caused by willful misconduct of the Company.
- 2.5.4 The Company shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, Consumer, Aggregator or other entity for any personal injury to, or death of, any person or persons, and for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its telecommunications services (for example including, but not limited to, directly or indirectly the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided), caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, Consumer, Aggregator or others, whatever shall be the cause and whether negligent or otherwise.
- 2.5.5 The Company shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator or other entity for any loss, damage, defacement or destruction of the premises of any Customer, or Aggregator or any other entity or any other property whether owned or controlled by the Customer, or Aggregator or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, Consumer, Aggregator or others, whatever shall be the cause and whether negligent or otherwise.

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2.5 Liabilities of the Company, continued

2.5.6 The Company shall not be liable for, and shall be fully indemnified and held harmless by, any Customer, Consumer, Aggregator or other entity for all other claims arising out of any act or omission of the Customer or Aggregator in connection with any service or facility provided by Ameracall.

2.5.7 The Company may not limit liability for willful misconduct.

2.6 Interruption or Cancellation of Services

2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities.

2.6.2 For purposes of credit computation, every month shall be considered to have seven hundred and twenty (720) hours.

2.6.3 No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.4 The Customer shall be credited for an interruption of two (2) hours or more at the rate of 1/20th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula: $\text{Credit} = A/720 \times B$

"A" - outage time in hours "B" - total monthly charge for affected facility

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2.6 Interruption or Cancellation of Services, continued

2.6.5 Without incurring liability Ameracall may, after providing ten (10) days notice of discontinuance of service to a Customer, discontinue service or withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due Ameracall for more than thirty (30) days after issuance of the bill,
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Ameracall's services, or
- (D) By reason of any order or decision of a court, public service commission (such as the FPSC) or federal regulatory body or other governing authority prohibiting Ameracall from furnishing its services.

2.6.6 Without incurring liability, Ameracall may interrupt the provision of services upon mutually agreed terms in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Aggregator and Ameracall's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.7 Services Related Expenses

2.7.1 *Deposit*

- (A) Ameracall, Inc. d/b/a Operator Services Network does not require a deposit from the Consumer or End User.

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2.7 Services Related Expenses, continued

- (B) Each applicant for service from Ameracall, Inc. d/b/a Ameracall Communications will be required to establish credit. Any applicant whose credit has not been established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges. An existing Customer may be required to make a deposit or increase a deposit presently held. The deposit may be held for as long as the financial condition or credit worthiness of the Customer is considered to be unsatisfactory to the Company.
 - (C) The fact that a deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.
 - (D) The Company reserves the right to require an advance payment from a Customer instead of, or in addition to, a deposit. The advance payment shall be an amount equal to or less than two (2) months estimated billing.
- 2.7.2 *Advance Payment:* For Customers from whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimate charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.
- 2.7.3 *Taxes:* All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.7.4 *Employee Concessions:* Any employee of the Company in good standing for three (3) months or longer may receive a ten percent (10.%) credit against its bills (for so long as it remains an employee) for any of the Company's services as a concession.

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2.7 Services Related Expenses, continued

- 2.7.5 *Payment for Service*: The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by Ameracall. All charges due to the Customer are payable to the Company or to the Company's authorized billing agent (such as a local telephone company) upon receipt. Any objections to billed charges must be reported to the Company or its billing agent within thirty days (30) after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.7.6 *Taxes*: All applicable taxes will be charged to the Customer unless the Aggregator or Customer can demonstrate to the Company's satisfaction that the Aggregator or Customer is collecting the applicable taxes from its Customers.
- 2.7.7 *Collection Costs*: The Company reserves the right to exercise any or all of its applicable legal and equitable remedies to collect unpaid monies owed to it. In the event that the Company incurs fees or expenses, including attorney's fees, collecting or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees or expenses reasonably incurred, including a late payment fee on the unpaid charges accruing at a rate of one-and-one half percent (1.5%) per month. Late payment fees on unpaid charges shall begin to accrue thirty (30) days after issuance of the bill. Such late payment fees are separate and distinct from attorney's fees and other costs incurred in collection charges owed to the Company.

2.8 Company Relationships with Aggregators and Other Common Carriers

2.8.1 *Responsibilities of the Aggregator*.

Aggregators must post on or near the telephone instrument in plain view of Consumers:

- (A) the name, address, and toll-free telephone number of Ameracall, Inc. d/b/a Operator Services Network for rates and service;

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2.8 Company Relationships with Aggregators and Other Common Carriers, continued

- (B) a written disclosure that the rates for all operator assisted calls are available on request by phone or in writing, and that Consumers have a right to obtain access to the intrastate and/or interstate Common Carrier of their choice and may contact their preferred Common Carriers for information on accessing that Common Carrier's service using that telephone; and
 - (C) the name and address of the enforcement division of the FPSC and Common Carrier Bureau of the FCC, to which the Consumer may direct complaints regarding operator services.
- 2.8.2 Aggregators must ensure that each of its telephones presubscribed to Ameracall, Inc. d/b/a Operator Services Network allows the Consumer to use "800", "950", and 10XXX (where feasible) Authorization Code numbers to obtain access to the provider of operator services desired by the Consumer.
- 2.8.3 No charge by the Aggregator to the Consumer for using an "800" or "950" Authorization Code number, or any other Authorization Code number, may be greater than the amount the Aggregator charges for calls placed using the presubscribed provider of operator services (Ameracall, Inc. d/b/a Operator Service Network).
- 2.8.4 Aggregators must comply with any access requirements or rules that the FSCP and the FCC sets forth, including but not limited to per call "dial around" compensation for calls placed using an Authorization Code.
- 2.8.5 *Interconnection with Aggregator*: The Company's facilities and services may be used with or terminated in Aggregator-provided terminal equipment or Aggregator-provided communications systems, such as a telephone set, PBX, pay phone or key system. Such terminal equipment shall be furnished and maintained at the expense of the Aggregator, except as otherwise provided. The Aggregator is responsible for all costs at its premises, including personnel, writing, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the FPSC and the FCC.

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2.8 Company Relationships with Aggregators and Other Common Carriers, continued

- 2.8.6 *Installation and Termination*: Service is installed upon mutual agreement between the Aggregator and the Company. The service agreement does not alter rates specified in this tariff.
- 2.8.7 *Interconnection with Other Common Carriers*: Service furnished by the Company may be connected with the services or facilities of another Common Carrier or company. Such services or facilities, if used, are provided under the terms, rates and conditions of the other Common Carrier or company. As concerns Ameracall, Inc. d/b/a Operator Services Network, the Consumer or Aggregator is responsible for all charges billed by Common Carriers for use in connection with this service. Any special interface equipment or facilities necessary to achieve compatibility between Common Carriers is the responsibility of the Aggregator. As concerns Ameracall, Inc. d/b/a Ameracall Communications, the Aggregator is responsible for all charges billed by Common Carriers for use in connection with Ameracall Communications' service. Any special interface equipment or facilities necessary to achieve compatibility between Common Carriers is the responsibility of the Aggregator.

2.8.8 *Additional Responsibilities of the Aggregator*

- (A) The Aggregator is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Aggregator shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to End Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's telephone numbers which are not valid Collect, Third Party, Calling Card, or Credit Card calls.
- (B) The Aggregator is responsible for charges incurred for special construction and/or special facilities which the Aggregator requests and which are ordered by the Company on the Aggregator's behalf.

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2.8 Company Relationships with Aggregators and Other Common Carriers, continued

- (C) If required for the provision of the Company's services, the Aggregator must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- (D) The Aggregator is responsible for arranging access to its premises at times mutually agreeable to the Company and the Aggregator when required for the Company's personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's services.
- (E) The Aggregator shall ensure that the equipment and/or system is properly interfaced with Ameracall, Inc. d/b/a Operator Services Network facilitates or services, that the signals emitted therein are of the proper mode, bandwidth, power, and signal level for the intended use of the Aggregator and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other subscribers. If the FCC or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate and/or intrastate communications service, the Company will permit such equipment to connected with its channels without the use of protective interface devices.

If the Aggregator fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company's equipment, personnel, or quality of service to other Subscribers, the Company may, upon written notice, require the use of protective equipment at the Aggregator's expense. If this fails to produce satisfactory quality and safety, Ameracall may, upon five (5) days written notice, terminate the Aggregator's service.

- (F) The Aggregator must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Aggregator, Consumer, or others, by improper use of the services, or by use of equipment provided by the Aggregator, users, or others.

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2.8 Company Relationships with Aggregators and Other Common Carriers, continued

- (G) The Aggregator must pay for the loss through theft of any of the Company's equipment installed at Aggregator's premises.

2.9 Relationship between the Company and Customer and Aggregator

2.9.1 *Refusal or Discontinuance by the Company*: The Company may refuse or discontinue service under the following conditions. Unless otherwise stated, the Customer or Aggregator will be given notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- (A) For non-compliance with and/or violation of any Federal, State, or municipal law, ordinance or regulation pertaining to telephone service.
- (B) For the use of telephone service for any other property or purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- (D) For noncompliance with and/or violation of the FCC's and/or FPSC regulations or the Company's rules and regulations.
- (E) For non-payment of a bill for telephone service thirty (30) days after billing rendering, or upon such time the Company reasonably believes the Customer will not make payment. Customer will be given written notice at least one (1) week in advance of disconnection.
- (F) Without notice in the event of Customer or Aggregator use of equipment or services in such a manner as to adversely affect the Company's equipment, financial status, or the Company's service to others.

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2.9 Relationship between the Company and Customer and Aggregator, continued

- (G) Without notice in the event of tampering with the equipment furnished and owned by the Company.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer or Aggregator to make, at its own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (I) For failure of the Aggregator to make proper application for service.
- (J) For Aggregator's breach of the contract for service between the Company and the Aggregator.
- (K) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- (L) Travel Card numbers and Authorization Codes are issued only by the Company to its Customers and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or authorization codes will result in the immediate termination of the service without notice.

2.9.2 *Inspection, Testing, and Adjustment:* Upon reasonable notice, the services 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 (24) consecutive hours.

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2.9 Relationship between the Company and Customer and Aggregator, continued

2.9.3 *Interruption of Service*: Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Aggregator, or to the failure of channels, equipment or communications systems provided by the Aggregator, are subject to the general liability provisions set forth in Section 2 herein. It shall be the obligation of the Customer or Aggregator to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer or Aggregator. Before giving such notice, the Customer or Aggregator shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer or Aggregator and connected to Company's terminal. Interruptions caused by Customer-provided or Aggregator-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.9.4 *Cancellation for Application for Service*

- (A) No charge applies when the applicant cancels an application for service prior to the start of installation or special construction.
- (B) When an applicant cancels an application for service after the start of installation or special construction, the applicant shall pay a cancellation fee which is the lesser of 1) the costs incurred by the Company, or 2) the charge for the minimum period of the service ordered, plus applicable installation charges.
- (C) The Customer may cancel service by providing thirty (30) days written notice to the Company. Customers are responsible for payment of all charges incurred up to the cancellation date any past due amounts remaining on their bill.

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2.9 Relationship between the Company and Customer and Aggregator, continued

2.9.5 *Use of Recording Devices*

- (A) Customers and Authorized Users who use recording devices do so at their own risk. Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.
- (B) A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- (C) A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is used.
- (D) The requirements of 2.9.5 (A) and (B) are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

2.9.6 *Responsibilities of the Consumer*

- (A) The Customer is responsible for payment of the charges set forth in this tariff unless the responsibility for such payment has been accepted by the called party, a thirty party or an Aggregator.
- (B) The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- (C) The Consumer is responsible for establishing his or her identity as often as necessary during the course of a call.
- (D) The Consumer is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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2.10 Special Conditions Applicable to Ameracall, Inc. d/b/a Operator Services Network (OSN)

2.10.1 Customers must place a notice on or near each Telephone Station that provides transient access to Company's services. The notice will be provided by Company unless a contract transfers this requirement to the Aggregator (as is frequently the case for Common Carrier provided public or semi-public service). In all cases the notice shall include the following information, customized for the specific Telephone Station:

- (A) Operator service is provided by OSN.
- (B) Per Call Service Charges: [service and rate as described within this Tariff].
- (C) Calls may be billed to most Common Carrier calling cards or Credit Cards.
- (D) Intralata Dialing Instruction: dial 9+1+number or 9+1+area code+number.
- (E) Intralata Rates - dial 1-800-XXX-XXXX or any operator at 9+0 for them.
- (F) Interlata Dialing Instruction: dial 9+[access code]+1+area code+number.
- (G) Interlata Rates - dial 1-800-XXX-XXXX or any operator at 9+0 for them.
- (H) Surcharge for local calls is \$X.00, which is Customer billed.
- (I) Surcharge for long distance calls is \$X.00, which is Customer billed.
- (J) Instructions on how to reach emergency services.
- (K) Toll Free service number 1-800-XXX-XXXX.
- (L) Instructions on how to access other Operator Service Providers.
- (M) All 0- Intralata calls are routed to the local telecommunications provider.

When the Telephone Station functions differently than stated above, the tent card or sticker will be modified to reflect the actual dialing pattern and any other difference(s).

2.10.2 Any applicable surcharges billed to Consumer at check out time by a hotel/motel Customer for local or long distance calls must also be stated on the tent card. Customer surcharges will not be billed on telephone bills to Consumer by OSN.

2.10.3 So long as Florida rules require, intralata "0+" calls and all "0-" (zero minus) calls will be routed to the LEC. When the capability exists, the LEC will route 0- intralata calls to the Aggregator of the access line. In all other cases the local carrier will route 0- intralata calls as determined by applicable state and federal laws.

2.10.4 OSN shall identify itself as "Operator Services Network", audibly and distinctly, to the end user at the beginning of each telephone call and again before the billed party incurs any charge for the call.

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2.10 Special Conditions Applicable to Ameracall, Inc. d/b/a Operator Services Network (OSN),
continued

2.10.5 The Company provides a tent card for Operator Service Provided calls. An example of the Company's tent card is provided below:

[FRONT SIDE OF TENT CARD]

Bogus Motel, XXX Bogus Boulevard, Tallahassee, Florida XXXXX, (XXX) XXX-XXXX

TELEPHONE DIALING INSTRUCTIONS

| | |
|-----------------------------|---|
| Front Desk..... | Dial 0 |
| Room to Room..... | Dial Room Number Desired |
| Local Calls..... | 9 + Number (\$.XX Surcharge) |
| Long Distance Calls..... | 8 + 1 + Area Code + Number |
| Toll Free Calls..... | 9 + 1 + 800 + Number |
| Calling Cards..... | 8 + 0 + Area Code + Number |
| Operator Assisted..... | After the tone, enter your calling card number or stay on the line for an operator |
| International Call..... | 8 + 011 + Country Code + City Code + Number |
| Long Distance Operator..... | 8 + 00 |

All 0- intralata calls are routed to the local telecommunications provider. Operator services provided by Operator Services Network. Intrastate calls billed will not exceed AT&T rates. For specific rates please turn card over.

[BACK SIDE OF TENT CARD]

| <i>Operator Service Rates</i> | <u>Automated</u> Intralata/Interlata | <u>Live</u> Intralata/Interlata |
|-------------------------------|--------------------------------------|---------------------------------|
| Station-to-Station | \$ 1.00 \$ 1.00 | \$ 1.00 \$ 1.00 |
| Customer Dialed Calling Card | \$ 1.00 \$ 1.00 | N/A |
| Operator Dialed Calling Card | N/A | \$ 1.00 \$ 1.75 |
| Person-to-Person | N/A | \$ 2.50 \$ 3.25 |
| Person-to-Person Collect | N/A | \$ 1.00 \$ 1.75 |
| Operator Dialed Surcharge | N/A | \$.75 \$ 1.15 |

Billing Procedure: Operator Service Calls will be billed through the LEC or Credit Card company designated by the End User. Operator Services Network Calls will be identified.

Rate Information: For specific intralata, interlata, or interstate rates dial an Operator Services Network operator or customer service at 1-800-626-3253.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 General Description of Service

All services are available twenty four (24) hours a day, seven (7) days a week. Service is offered on a presubscription basis and dial access basis from equal access exchanges. Service is offered on a dial access basis only from exchanges in which equal access is not available. Services arranged for the use of the transient public are subject to restrictions imposed by the FPSC and the FCC.

3.2 Timing of Calls for Ameracall, Inc. d/b/a Operator Service Network:

- 3.2.1 *When Billing Charges Begin and Terminate for Phone Calls:* Long distance usage charges are based on the actual usage. No fixed monthly fees or installation charges apply. Billing charges begin to accrue when usage begins. Usage begins when the called party picks up the receiver (i.e. When two (2) way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. Billing charges cease to accrue when the call is terminated by either party. A call is terminated when the calling or called party hangs up.
- 3.2.2 *Billing Increments:* Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute. Calls beyond one (1) minute are billed in one (1) minute increments.
- 3.2.3 *Per Call Billing Charge:* Unless otherwise specified in this tariff, usage is measured and rounded to the higher full minute for billing purposes, with the thirty (30) second mark being the dividing point.
- 3.2.4 *Uncompleted Calls:* There shall be no charges for uncompleted calls. The Company will not bill for unanswered calls in areas where equal access is available. The Company will not knowingly bill for unanswered calls in areas where equal access is not available.

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3.2 Timing of Calls for Ameracall, Inc. d/b/a Operator Service Network, continued

3.2.5 *Billing of Calls*: All charges due by the Customer are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

3.2.6 *Payment of Calls*

- (A) **Late Payment Charges**: Interest charges of one and one half percent (1.5%) per month will be assessed on all unpaid balances more than thirty (30) days old.
- (B) **Restoration of Service**: A reconnection fee of twenty-five dollars (\$25.00) per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.
- (C) **Insufficient Funds Checks**: The Company reserves the right to assess a return check charge of twenty five dollars (\$25.00) or five percent (5.0%) of the check, whichever is greater, whenever a check or draft issued by a Customer and presented for payment of Company service is not accepted by the institution on which it is written and returned to Company for insufficient funds.

3.2.7 *Minimum Call Completion Rate*: A Customer can expect a call completion rate (number of calls completed/number of calls attempted) of not less than ninety percent (90.%) during peak use periods for all Company services.

3.2.8 *Collect, Calling Card, and Person to Person Calls*: Charges for calls of this type will be included on the user's or called party's regular residential or business telephone bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.

3.2.9 *Credit Card Calls*: Charges for Credit Card Calls will be included on the user's regular monthly statement from the card-issuing company.

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3.2 Timing of Calls for Ameracall, Inc. d/b/a Operator Service Network, continued

3.2.10 *Billing Entity Conditions*: When billing functions on behalf of the Company are performed by local exchange companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

3.3 Calculation of Distance

The Company's usage charges for all mileage sensitive products are based on the airline distance between the serving wire (rate) centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by area code and exchange numbers. All calls are billed from the End User's serving wire center to the terminating point serving wire center. If a call must be transferred to a Common Carrier for completion such that the mileage would be calculated otherwise, the End User will be informed that the rates for the call may not reflect the rates from the actual originating location and the End User must consent to the transfer.

The airline mileage distance between these rate centers is calculated by applying the formula below and using the "V" and "H" coordinates of the serving wire rate centers involved. The Company uses the wire centers that are produced and defined by BellCore (Bell Communications Research) in the NPA-NX V & H Coordinates Tape and BellCore's NECA Tariff No. 4, and incorporated herein by reference. The distance calculation is determined 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 Rate 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.

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3.3 Calculation of Distance, continued

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:

$$\frac{\sqrt{(V1-V2)^2 + (H1+H2)^2}}{10}$$

EXAMPLE: Distance between Miami and Tallahassee...

| | <u>V</u> | <u>H</u> |
|-------------|--------------|--------------|
| Miami | 8,354 | 546 |
| Tallahassee | <u>7,871</u> | <u>1,720</u> |
| Difference | 483 | -1,174 |

Square and add: 233,289 + 1,378,276 + 1,611,565

Divide by 10 and round: 1,611,565 / 10 = 161,156.5
= 161,157

Take square root and round: 161,157 = 401.4
402 miles

The Company will provide, upon request, the appropriate calculations of airline mileage, per industry standards, between two (2) serving wire centers for any call placed over the Company's network.

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3.4 Calculations of Distance for Ameracall, Inc. d/b/a Ameracall Communications

Usage charges are based on the airline distance between serving rate centers associated with the area code and exchange code of the originating and terminating points of the call. Switched access calls are billed from the Customer's serving rate center to the terminating point rate center. Dedicated access calls are billed from the Company access point associated with the Customer to the terminating point rate center.

The Company will provide, upon request, the appropriate calculations of airline mileage, per industry standards, between two (2) serving wire centers for any call placed over the Company's network.

3.5 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.5.1 Chargeable time for Person-to-Person Calls begins when the calling party is connected to the specified person, extension, or agreed alternate, at the called number.
- 3.5.2 Timing for all other calls begins when the called party answers the call (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.5.3 There is no billing applied for incomplete calls.
- 3.5.4 Chargeable time for all calls ends when one (1) of the parties disconnects from the call.
- 3.5.5 Minimum call duration for billing purposes is one (1) minute unless otherwise specified in the individual rate schedules of this tariff.
- 3.5.6 Calls are measured and billed in one (1) minute increments unless otherwise indicated in this tariff.

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3.6 Ameracall Long Distance Service for Ameracall, Inc. d/b/a Operator Service Network

- 3.6.1 Ameracall Long Distance Service is provided to host locations for use by transient End Users. This service anticipates the provision of Operator Services and/or billing options. Service is offered under this tariff to Aggregators and End Users in Florida for intrastate calling and throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying Common Carrier to any valid NPA-NXX in Florida and other United States.
- 3.6.2 Calls are measured as described in Section 3 of this tariff and rated as described in Section 4 based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges, apply.

3.7 Description of Call Types for Ameracall, Inc. d/b/a Operator Service Network

- 3.7.1 Ameracall Long Distance Service is offered to presubscribed Customers and to Customers who in the normal course of their business make their telephones available for use by transient End Users. Service is only available where facilities and equipment permit. Where Ameracall Long Distance Service is not available to presubscribed Customers, long distance operator assistance requests are handled by the underlying local or long distance Common Carrier at its tariffed rates. Calls are billed in one (1) minutes increments, with additional per call charges reflecting the level of live or mechanical operator intervention.
- 3.7.2 The type of calls provided include those above defined and described in Section 1: Credit Card, Telco Card, Operator Station, Person-to-Person, and Time and Charges.

3.8 Dialing Options for Ameracall, Inc. d/b/a Operator Service Network

The End User may choose to place a call using the following dialing options:

- 0-- Operator enters the destination number and the billing number.
- 0+- End User enters the destination number; Operator enters the billing number.

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3.8 Dialing Options for Ameracall, Inc. d/b/a Operator Service Network, continued

0++ End User enters the destination number and the billing number (Telco Card and Credit Card Calls only.)

3.9 General Description for Ameracall, Inc. d/b/a Ameracall Communications

3.9.1 Ameracall, Inc. d/b/a Ameracall Communications is available for inbound and outbound calling from switched access lines. Basic service offerings include 1+ long distance service, 800 service, Travel Card and prepaid Travel Card service. Rates for these services vary by specific service offering; and/or time of day, day of week, type of access, mileage, volume, term of commitment. In addition, the Company offers intrastate and/or interstate directory assistance and other miscellaneous features to Customers of its services. This is specifically described below for the State of Florida.

3.9.2 Services are provided for the termination of long distance telecommunications within the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands. Originating availability varies by service type and the Company reserves the right to limit its service origination to specific geographic areas.

3.10 Service Availability for Ameracall, Inc. d/b/a Ameracall Communications

3.10.1 All of the Company's outbound services are available to Customers in any area of the State of Florida served by an equal access central office. Calls can be placed to any location in the state of Florida, as well as U.S. mainland, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

3.10.2 All Ameracall Communications inbound services are available to Customers in any area of the state of Florida served by an equal access central office. Calls can originate from the state of Florida to the mainland U.S., Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

3.10.3 Travel Card Services are available from originating stations throughout the state of Florida and the mainland United States, Alaska, Hawaii, Puerto Rico, and the U.S. Virgin Islands.

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3.10 Service Availability for Ameracall, Inc. d/b/a Ameracall Communications, continued

3.10.4 All other services are available from any location where domestic interexchange service is provided by Ameracall Communications on a presubscription basis.

3.11 Service Offerings of Ameracall, Inc. d/b/a Ameracall Communications

Ameracall Communications is a flat rate, direct access, intrastate and/or interstate service designated for the customer with less than two thousand dollars (\$2,000) of monthly long distance usage.

3.12 Service Offerings of Ameracall, Inc. d/b/a Operator Service Network

Operator Service Network is an operator service provider service designed for End Users placing calls from various locations within the State of Florida. All 0- and 0+ intralata calls are routed to the local exchange company.

3.13 Promotional Trial Service Offerings

(A) The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety (90) days on a per Customer basis for non-optional recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the FPSC for its review in accordance with rules and regulations established by the FPSC, and will be included in the Company's tariff as an addendum to the Company's price list.

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3.13 Promotional Trial Service Offerings, continued

- (B) At the option of the Company, services 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 the 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, of 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 (6) months after the initial offering to the first contract Customer for any given set of terms. The terms of the contract shall be made available to the FPSC upon request.

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SECTION 4 - RATES AND CHARGES

4.1 General

- 4.1.1 Each Customer is charged individually, for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.2 of this tariff.
- 4.1.2 Rates charged for long distance service may vary by service offering, time of day, day of week and/or call duration, class or type of call, dialing options, milage band and rate schedule.
- 4.1.3 Customers are billed based on their use of Ameracall's long distance service.
- 4.1.4 Per minute usage rates, in addition to per-call service charges for operator assisted calls apply. Call are billed in full minute increments.
- 4.1.5 *Rate Periods:* Applicable rate periods, including Day, Evening, Night/Weekend are defined above in Section 1.
- 4.1.6 *Holiday Rates:* The Company recognized holidays are defined above in Section 1, and the Evening Rate period rates apply unless a lower rate would normally apply.
- 4.1.7 *No Charge Calls*
- (A) No charge applies to local emergency calls to recognized emergency numbers of authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Ameracall will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customers within thirty (30) days of billing.
- (B) No charge applies to calls to the Company or Aggregator for rate descriptions.

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4.1 General, continued

- (C) No charge applies to service calls to the appropriate entity, such as the Company or Aggregator.
- (D) Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

4.2 Charges for Ameracall, Inc. d/b/a Operator Services Network

- (A) **Operator Service Charges:** Operator services may be provided on calls requiring special billing arrangements or other operator call completion assistance. Charges for calls placed through the Common Carrier vary based on duration, distance, time of day, day of week, class of service and billing method. Usage charges apply to all operator assisted calls. Additionally, the following service charges are billed on a per call basis where appropriate.
- (B) **Customer Dialed Calling Card Charge:** This charge applies in addition to the normal long distance usage charges for calls placed utilizing an authorized telephone Calling Card. The Customer must dial all of the digits required to route and bill the call where the capability exists for the Customer to do so.
- (C) **Operator Station Charges:** This charge applies in addition to the normal long distance usage charges for non-Person-to-Person calls billed to a Calling Card, to a Commercial Credit Card, or Collect and using operator assistance. An operator may assist the caller with placing and/or billing the call.
- (D) **Person to Person Charge:** This charge applies in addition to the normal long distance usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available.

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4.2 Charges for Ameracall, Inc. d/b/a Operator Services Network, continued

- (E) **Operator 0-**: The Company will not process 0- calls and will connect instantaneously all 0- calls to the LEC's operators except in the case of restricted inmate calling services. In the case of hotels and motels which require the End Users to initially dial an access code and then 0-, such 0- calls will be connected instantaneously to the LEC operator. The Company will neither intercept or initially process any 0- calls.

4.3 Directory Assistance

A Long Distance Directory Assistance charge applies to all calls made from points within the Florida to each call to an intrastate and/or interstate Directory Assistance Bureau utilizing the services of the Company. Up to two (2) 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 charges are not discounted and will not count toward, nor be calculated as a part of, discounts offered under any Ameracall rate plan. Directory Assistance is available to Customers of Ameracall Communications for any of it's outbound calling plans when switched access lines are used to originate calls.

| Per Call | Flat Rate Charge |
|------------------------------|----------------------------|
| Directory Assistance Charge: | Sixty-five cents (\$0.65). |

4.4 Ameracall, Inc. d/b/a Operator Services Network Rate Schedule

4.4.1 *Interlata Operator Service*

A. Per Minute Rates

| Rate Milage | 0-10 | 11-22 | 23-55 | 56-124 | 125-292 | 293-430 | 431-624 |
|--------------------|-------|-------|-------|--------|---------|---------|---------|
| Day | | | | | | | |
| Initial Minute | .2000 | .2200 | .2500 | .2700 | .2800 | .2800 | .2800 |
| Additional Minutes | .2000 | .2200 | .2500 | .2700 | .2800 | .2800 | .2800 |

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4.4 Ameracall, Inc. d/b/a Operator Services Network Rate Schedule, continued

Evening

| | | | | | | | |
|-------------------|-------|-------|-------|-------|-------|-------|-------|
| Initial Minute | .1500 | .1700 | .1900 | .1900 | .1900 | .2000 | .2100 |
| Additional Minute | .1500 | .1700 | .1900 | .1900 | .1900 | .2000 | .2100 |

Night/Weekend

| | | | | | | | |
|--------------------|-------|-------|-------|-------|-------|-------|-------|
| Initial Minute | .1200 | .1300 | .1400 | .1500 | .1600 | .1600 | .1600 |
| Additional Minutes | .1200 | .1300 | .1400 | .1500 | .1600 | .1600 | .1600 |

B. Charges

| | <u>Automated</u> | <u>Live</u> |
|------------------------------|------------------|-------------|
| Station-to-Station | \$ 1.00 | \$ 1.00 |
| Customer Dialed Calling Card | \$ 1.00 | N/A |
| Operator Dialed Calling Card | N/A | \$ 1.75 |
| Person-to-Person | N/A | \$ 3.25 |
| Person-to-Person Collect | N/A | \$ 1.75 |
| Operator Dialed Surcharge | N/A | \$ 1.15 |

4.4.2 *Intralata Operator Services*

A. Per Minute Rates

| <u>Rate Milage</u> | <u>All Milebands</u> |
|--------------------|----------------------|
| Day | |
| Initial Minute | .1800 |
| Additional Minutes | .1800 |
| Evening | |
| Initial Minute | .1260 |
| Additional Minutes | .1260 |

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4.4 Ameracall, Inc. d/b/a Operator Services Network Rate Schedule, continued

Night/Weekend

Initial Minute .1100
Additional Minutes .1100

B. Charges

| | <u>Automated</u> | <u>Live</u> |
|------------------------------|------------------|-------------|
| Station-to-Station | \$ 1.00 | \$ 1.00 |
| Customer Dialed Calling Card | \$ 1.00 | N/A |
| Operator Dialed Calling Card | N/A | \$ 1.00 |
| Person-to-Person | N/A | \$ 2.50 |
| Person-to-Person Collect | N/A | \$ 1.00 |
| Operator Dialed Surcharge | N/A | \$.75 |

4.4.3 *Fees*: No fees are collected from the End User in addition to charges specified in this tariff.

4.4.4 *Commissions*: No commissions are collected from the End User in addition to the charges specified in this tariff.

4.4.5 *Aggregator Surcharges*: At the option of the Aggregator, a per-call Aggregator Surcharge may apply for use of the Aggregator's telecommunications facilities and equipment.

4.4.6 *Annual Estimated Minutes*: The following table shows the number of minutes estimated on an annual basis for each Rate Schedule

| | <u>Estimated Minutes</u> |
|------|--------------------------|
| 1996 | 5,000,000 |

4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall Communications.

4.5.1 Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the calling and called stations are connected.

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- 4.5.2 Chargeable time ends when the calling service point terminates, thereby releasing the network connection. If the called party hangs up but the calling number does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 4.5.3 Unless otherwise specified in this tariff, the minimum call duration for billing purposes is eighteen (18) seconds.
- 4.5.4 Unless otherwise specified in this tariff, usage is measured and rounded to the higher six (6) second increment for billing purposes.
- 4.5.5 The Company will not bill for any type of unanswered calls.
- 4.5.6 The Company's service is provided for use by presubscribed Customers or Authorized Users. Calls are measured as described in this tariff.
- (A) **Ameracall Communications Residential Outbound Service:** Ameracall Residential Outbound Service is billed in six (6) second increments with a minimum duration for billing purposes of eighteen (18) seconds of one (1) minute. No minimum commitment is required. Calls originate from Customer-provided standard residential switched access lines and terminate to locations within the mainland U.S..

Per Minute Usage Charges:

| <u>Type of Service</u> | <u>Daytime</u> <u>Intrastate</u> | <u>Evening</u> <u>Intrastate.</u> | <u>Night/Weekend</u> <u>Intrastate.</u> |
|------------------------|-------------------------------------|--------------------------------------|--|
| Residential Outbound | .139 | .129 | .119 |

- (B) **Ameracall Communications Residential Inbound Service:** Ameracall Residential Inbound Service is billed in whole minute increments with a minimum duration for billing purposes of one (1) minute. No minimum commitment is required. Calls terminate to Customer-provided standard residential switched access lines and originate from within the mainland U.S..

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4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall Communications, continued

Per Minute Usage Charges:

| <u>Type of Service</u> | <u>Daytime</u> <u>Intrastate.</u> | <u>Evening</u> <u>Intrastate.</u> | <u>Night/Weekend</u> <u>Intrastate.</u> |
|------------------------|--------------------------------------|--------------------------------------|--|
| Residential Inbound | .139 | .129 | .119 |

- (C) **Ameracall Communications Business Outbound Service:** Ameracall Business Outbound Service is billed in six (6) second increments with a minimum duration for billing purposes of eighteen (18) seconds of one (1) minute. No minimum commitment is required. Calls originate from Customer-provided standard residential switched access lines and terminate to locations within the mainland U.S..

Per Minute Usage Charges:

| <u>Type of Service</u> | <u>Daytime</u> <u>Intrastate.</u> | <u>Evening</u> <u>Intrastate.</u> | <u>Night/Weekend</u> <u>Intrastate.</u> |
|------------------------|--------------------------------------|--------------------------------------|--|
| Business Outbound | .139 | .129 | .119 |

- (D) **Ameracall Communications Business Inbound Service:** Ameracall Business Inbound Service is billed in six (6) second increments with a minimum duration for billing purposes of eighteen (18) seconds of one (1) minute. No minimum commitment is required. Calls originate from Customer-provided standard residential switched access lines and terminate to locations within the mainland U.S..

Per Minute Usage Charges:

| <u>Type of Service</u> | <u>Daytime</u> <u>Intrastate.</u> | <u>Evening</u> <u>Intrastate.</u> | <u>Night/Weekend</u> <u>Intrastate.</u> |
|------------------------|--------------------------------------|--------------------------------------|--|
| Business Inbound | .139 | .129 | .119 |

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4.5 Call Charges for Ameracall, Inc. d/b/a Ameracall Communications, continued

4.5.7 *Ameracall Communications Travel Card Service*: Ameracall Communications Travel Card Service is available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by the destination number, an account identification number, and personal identification number. Calls may originate from any standard Touch-Tone residential, business, or pay telephone access line and may terminate to any interstate or intrastate location. A per call charge and usage charges apply.

OPTION 1 - Customers are billed in arrears in conjunction with Ameracall Communications switched network services previously described. Calls are billed in six (6) second increments and the minimum duration for billing purposes is eighteen (18) seconds.

OPTION 2 - Customers are charged in advance and are not required to be Customers of any other Ameracall Communications service offering. The amount of advance payment is specified in Section 2.7 and must correspond to the card denominations currently available by the Company at the time of purchase. Denominations are subject to change without notice and without affect to previously issued cards. Call charges are depleted in whole-minute increments following an initial depletion increment of one-minute.

Per Minute Usage Charges:

| <u>All Intrastate Mileage</u> | <u>Per Minute Charges</u> | <u>Per Call Charges</u> |
|-------------------------------|---------------------------|-------------------------|
| Option 1 | .239 | .55 |
| Option 2 | .239 | .55 |

4.6 Special Rates For The Handicapped

4.6.1 *Directory Assistance*: There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

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4.6 Special Rates For The Handicapped, continued

- 4.6.2 *Hearing and Speech Impaired Persons*: Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be Evening Rates for daytime calls and Weekend Rates for evening and night calls.
- 4.6.3 *Telecommunications Relay Service*: For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty percent (50.%) off of the otherwise applicable rate for a voice nonrelay 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 sixty percent (60.%) off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a Credit Card surcharge.

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