

# **FIDELITY CABLEVISION, LLC**

## **OKLAHOMA INTERSTATE RATES, TERMS AND CONDITIONS**

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### **APPLICABILITY OF DOCUMENT**

This document contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services by Fidelity Cablevision, LLC (“Company”) for the use of Customers transmitting messages between and among domestic points within the United States as specified herein, subject to the jurisdiction of the Federal Communications Commission (“FCC” or “Commission”). By accepting Company’s service, you (the “Customer”) agree to the terms and conditions set forth herein. Company may modify these Terms and Conditions upon advance written notice to the Customer.

### **ACCESSIBILITY OF DOCUMENT**

This document is available for public inspection at [www.fidelitycommunications.com](http://www.fidelitycommunications.com).

## **SECTION 1 - TERMS AND ABBREVIATIONS**

**Access-** an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

**Authorized carrier-** any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user's selection of a provider of telecommunications service with the end-user's authorization verified in accordance with the procedures specified in this Chapter.

**Billing agent-** an entity which provides bills to an end-user for services received from a reseller.

**CIC-** carrier identification code which identifies a provider of toll services by a three or four-digit number.

**Class of service-** a description of service furnished a customer in terms of grade of service, type of rate, location, and use.

**Clear and conspicuous-** means notice that would be apparent to the reasonable consumer.

**Commission-** the Federal Communications Commission.

**Company-** the Reseller referred to on the title page of this document, unless otherwise indicated by the context

**Competitive service-** a telecommunications service determined by the Commission to be subject to effective competition for a relative geographic and service(s) market, after notice and hearing.

**Complaint-** any oral or written report given to a reseller by an end-user of a reseller's service and/or the Commission's Consumer Services Division relating to dissatisfaction with the provision of or the rate(s) charged for the reseller's service(s). Each complaint shall count as a separate report regardless of whether subsequent reports relate to the same situation giving rise to the dissatisfaction with the provision of or the rate(s) charged for the reseller's regulated services.

**Cramming-** the placement of unauthorized, misleading, or deceptive charges on a customer's telephone bill for products or services that were never ordered by the customer.

**Customer-** any person, firm, partnership, cooperative corporation, corporation, or lawful entity that receives regulated telecommunications services provided by an entity reselling intrastate telecommunications services.

**Customer class-** class of service provided to a group of customers.

**Customer trouble report-** any oral or written report given to the reseller's repair service or contact person, and/or the Commission's Consumer Services Division by a customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the reseller.

**Delinquent-** a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

**Deniable charge-** a charge for those regulated services for which nonpayment may result in a disconnection of basic local service.

**Disconnection of service-** an arrangement made by the end-user or reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

**End-user-** the customer to whom a telephone number is assigned.

**Exchange-** a geographic area established by a telephone company and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

**Executing carrier-** any telecommunications carrier that affects a request that an end-user's telecommunications carrier be changed. A carrier may be treated as an executing carrier, however, if it is responsible for any unreasonable delays in the execution of carrier changes or for the execution of unauthorized carrier changes, including fraudulent authorizations.

**FCC-** the Federal Communications Commission.

**IXC-** interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services.

**InterLATA call-** any call which is originated in one LATA and terminated in another LATA.

**Interstate call-** any call which is originated in one state and terminated within the boundaries of another state.

**IntraLATA call-** means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

**Intrastate call-** any call which is originated and terminated within the boundaries of the State of Oklahoma, regardless of whether such call crosses state boundaries prior to reaching its termination point.

**LATA-** Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47 Part 53.3.

**LEC-** a local exchange company which is providing local exchange service.

**Letter of Agency ("LOA")-** the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunication company.

**New service provider-** a service provider that did not bill the end-user for service during the service provider's last billing cycle. This definition excludes service providers which bill the customer solely on a per transaction basis.

**Non-deniable charge-** a charge for those non-regulated services for which nonpayment shall not result in a disconnection of basic local service.

**Not-regulated service-** the offering of service(s) where the rates and/or terms and conditions for such service(s) are not regulated by the Commission.

**Point of presence ("POP")-** means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network.

**Regulated telecommunications service-** the offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission. These would include services offered from interstate tariffs approved by the Commission and any taxes, fees and surcharges applicable to those services.

**Reseller-** any person, partnership, cooperative corporation, corporation, or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for profit.

**Service-** the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall not include the provision of non telecommunications services, including but not limited to the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other services which are not-regulated.

**Service provider-** any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

**Slamming-** the unauthorized switching of an end-user's presubscribed IXC or reseller.

**Submitting carrier-** any telecommunications carrier that requests on the behalf of an end-user that the end-user's telecommunications carrier be changed and seeks to provide retail services to the end user. A carrier may be treated as a submitting carrier, however, if it is responsible for any unreasonable delays in the submission of carrier change requests or for the submission of unauthorized carrier change requests, including fraudulent authorizations.

**Suspension of service-** an arrangement made at the initiative of the reseller for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer's premises.

**Telecommunications company** or **Telecommunications carrier-** a reseller of long distance telecommunications services.

**Telecommunications service-** service provided by a reseller including voice, data, and all other types of communications services, under the reseller's documents on file with the Commission.

**Telephone bill-** a billing agent's invoice, issued in compliance with this Chapter, for products or services rendered by itself and by a service provider(s), if any.

**Territory-** the reseller's area of operation which may include the entire State of Oklahoma or some specified portion thereof.

**Unauthorized carrier-** any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user's selection of a provider of telecommunications service but fails to obtain the end-user's authorization verified in accordance with the procedures specified in this Chapter.

**Unauthorized change-** a change in an end-user's selection of a provider of telecommunications service that was made without authorization verified in accordance with the verification procedures specified in this Chapter.

**Underlying carrier(s)-** the provider of facilities utilized by a reseller in the provisioning of its interexchange service to its customers.

## SECTION 2 – TERMS AND CONDITIONS

### UNDERTAKING OF COMPANY

- The Company's services are furnished for the use of Customers transmitting messages between and among domestic points within the United States as specified herein, subject to the jurisdiction of the Federal Communications Commission (“FCC” or “Commission”).
- The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this document. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- The Company's services are provided on a monthly basis and are available twenty-four (24) hours per day, seven (7) days per week.

### LIMITATIONS

- Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this document.
- The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this document or in violation of the law.
- The Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Oklahoma Corporation Commission to provide such services in the State of Oklahoma.
- All facilities provided under this document are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

## TRANSFER OR ASSIGNMENT

- After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this document will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:
  - The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
  - The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
  - Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.
- As relates to the assignee or transferee, deposits may be required pursuant to the Deposits and Interest Section of this document.
- Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.
- All regulations and conditions contained in this document shall apply to all such permitted assignees or transferees, as well as all conditions of service.

## USE OF SERVICE

- The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonable interfere with use by others, is prohibited.
- The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.

- Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Oklahoma.
- The Company's service is available for use twenty-four (24) hours per day, seven days per week.
- The Company's service(s) may be denied for nonpayment of charges or for other violations of this document.

#### LIABILITIES OF THE COMPANY

- The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this document, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.
- The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

#### DEPOSITS AND INTEREST

- The Company's deposit plan includes criteria for residential and nonresidential Customers. The nonresidential plan conforms to the following except for 1, 2, 5, and 12.
  - 1 The Company shall not require a deposit of a residential customer who has received the same or similar type of classification of service for twelve (12) consecutive months and to whom service was not terminated for nonpayment nor was payment late more than twice nor was a check for payment dishonored. The twelve (12) months service period shall have been within eighteen (18) months prior to the application for new service. The Company plan may establish other relevant criteria, which will qualify the customer for nonpayment of a deposit.



- 2 Although the Company does not normally collect deposits from its Customers, deposits may be required from Customers whose credit history is unacceptable or unavailable. The amount of the deposit shall not exceed an amount equal to two (2) months toll charges determined by actual or anticipated usage. The Company plan may allow customers to pay deposits in installments.
- 3 Upon written request by the customer, after a period of four (4) consecutive months during which time the average amount of toll charges is shown to have decreased by fifty percent (50%) or more, the Company shall re-evaluate the amount of the deposit in order to determine if the original deposit amount continues to be consistent with the guidelines or if the amount of the deposit shall be reduced to an amount which is consistent with the deposit guidelines.
- 4 Any excess amount of the deposit resulting from the reduction required in paragraph 3 of this subsection shall be refunded to the customer.
- 5 A present customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill, in two (2) out of the last twelve (12) billing periods or if the customer has had service disconnected during the last twelve (12) months or has presented a check subsequently dishonored.
- 6 Interest on cash deposits shall be paid by the Company at no less than the rate calculated as follows:
  - (A) For all consumer deposits returned within one (1) year or less, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields on one (1) year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
  - (B) For all consumer deposits held by the Company for more than one (1) year, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields of 10-year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
  - (C) Provided, however, that after the interest rate is initially established pursuant to this subsection, the interest rate(s) shall not change unless the application of the formula results in a change in interest rate(s) that is/are greater than two hundred (200) basis points. The Director of the Public Utility Division shall calculate the interest rate(s) and shall mail notice to the Company by December 15th of each year, only if a change in the rate(s) is/are necessary, otherwise the current interest rate(s) will remain in effect.
- 7 If refund of a deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of deposit. No interest shall accrue on a deposit after discontinuance of service.

- 8 The Company shall provide payment of accrued interest for all customers annually by negotiable instrument or by credit against current billing.
- 9 The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account
- 10 The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the customer within thirty (30) days after settlement of the customer's account, either in person or by mailing it to the customer's last known address.
- 11 If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the Company's service area shall not be deemed a disconnection, and no additional deposit may be required unless otherwise permitted by this document.
- 12 The Company shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check subsequently dishonored. If the customer does not meet these refund criteria, the deposit and interest may be retained in accordance with paragraph 5.
- 13 The Company may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
- 14 The Company shall keep records to show the name, account number, and address of each depositor; the amount and date of the deposit; each transaction concerning the deposit.
- 15 The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.
- 16 Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 17 Upon the sale or transfer of the Company or operating units thereof, the seller shall file, with the application for approval of transfer, a verified list of the information and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Oklahoma Corporation Commission after notice and hearing.
- 18 The deposit made by the customer with the Company at the time of application for service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

## BILLING AND BILLING DISPUTES

- Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via the United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet.
- The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- Unless otherwise authorized, bills shall be payable immediately upon receipt and past due twelve (15) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.
- Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 392-8070. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer and Governmental Affairs Bureau.
- The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase.
- The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive, prior to or concurrent with the effective rate increase.

## TAXES

- The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.
  - All federal, state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).
  - Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).
  - Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

## EQUIPMENT

- The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

## INSTALLATION AND TERMINATION

- Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this document.

## PAYMENT FOR SERVICE

- All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service document shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

- Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

#### RETURNED CHECK CHARGE

- If a check offered by a Customer for payment of service provided is dishonored; a returned check charge shall be applied in the amount of \$25.00.

#### CANCELLATION OF SERVICE BY CUSTOMER

- A Customer may cancel service by providing written or verbal notice to the Company.

#### INTEREXCHANGE INTERCONNECTION FOR RESALE

- Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the rates, terms and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

#### DENIAL OR TERMINATION OF SERVICE

- Service may be refused or terminated for any of the following reasons:
  - Nonpayment of a bill within the period prescribed in the Company's document.
  - Failure to make a security deposit as set forth in this document.
  - Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved documents.
  - Improper use of telecommunications services or use in such manner as to interfere with reasonable service to other Customers.
- The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

## DISCONNECTION AND NOTICE

- When service to an end-user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give at least ten (10) days written notice to the end-user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end-user's address. Notice will be deemed given to the end-user three (3) days after mailing by the Company.
- Notices of Disconnection or Notices of Suspension shall contain the following information:
  - The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
  - Name, address, and telephone number of customer.
  - Statement of reason for proposed disconnection or suspension of service.
  - The date on or after which service will be disconnected or suspended unless appropriate action is taken.
  - The telephone number of the Company where the customer may make an inquiry.
  - Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
  - Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.
- The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.
- The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the end-user to the location in the directory where the information can be obtained:

- A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement that the end-user must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.
- Notice of disconnection and/or notice of suspension shall be received via the United States mail, unless the end-user agrees with the Company to receive a bill through different means.

#### REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE

- The Customer may be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:
  - Credit =  $\frac{A \times B}{720}$
  - "A" = outage time in hours
  - "B" = total monthly charge for affected facility, where applicable

#### INSPECTION, TESTING AND ADJUSTMENT

- Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Company shall be made available to the Underlying Carrier or the Company for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

#### CUSTOMER SERVICE

- The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

## SECTION 3 – DESCRIPTION OF SERVICES

### GENERAL

- Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

### TIMING OF CALLS

- Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this document:
  - Call timing 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.
  - Chargeable time for calls ends when one of the parties disconnects from the call.
  - Minimum call duration periods for billing purposes vary by service option.
  - For billing purposes, usage after the initial period varies by service and is specified by service in this document.
  - The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

### CALCULATION OF DISTANCE (“V&H”)

- Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.
- The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.
- The distance between the wire center of the Customer’s equipment and that of the destination point is calculated by using the vertical (“V”) and horizontal (“H”) coordinates found in Bellcore’s V&H Tape and NECA FCC Document No. 4.



Step 1 – Obtain the “V” and “H” coordinates for the wire centers serving the Customer and the destination point.

Step 2 – Obtain the difference between the “V” coordinate of each of the wire centers. Obtain the difference between the “H” coordinates.

Step 3 – Square the differences obtained in Step 2.

Step 4 – Add the squares of the “V” difference and “H” difference obtained in Step 3.

Step 5. – Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 – Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

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

## PROMOTIONAL OFFERINGS

- Promotional offerings are intended to be limited-duration programs that are beneficial to the targeted and/or qualified customers. Promotional offerings are not intended to replace the Company’s obligation to seek approval of permanent rates and charges.
- The Company may, during promotional periods, offer customers special rate incentives.
- Notification of a promotional offering regarding a non-competitive service shall be provided fifteen (15) days prior to the initial offering of the campaign.
- Promotions may be repeated, provided the initial promotion and extension do not exceed three hundred sixty-five (365) consecutive days in length. If the promotion has been offered for three hundred sixty-five (365) consecutive days, then the same promotion cannot be offered for one hundred eighty (180) days from the date the promotion ended.

## SECTION 4 – RATES AND CHARGES

### DIRECT DIAL SERVICE

- Direct Dial Service is an outbound calling service designed for use from standard Customer-provided switched access lines. This service is available where technically feasible. The following rates apply when the person originating the call dials the telephone number desired and completes the call, and the call is billed to the calling station. Service is billed in sixty (60) second increments with an initial minimum period of one (1) minute. Where applicable, only one Monthly Charge or Minimum Monthly Usage Charge applies for both interstate and intrastate usage using the Company's service.

- Long Distance Plan 1

- This plan charges a flat rate per minute for all intrastate and interstate direct dialed calls, with no Monthly Charges or Minimum Monthly Usage Charges.

Rate per minute, Residential	\$0.07
Rate per minute, Business	\$0.05

- Long Distance Plan 2 – “Unlimited” Residential

- To be eligible for this Plan, the customer must be a new or existing residential customer, who must also subscribe to a Bundled Package offered by Fidelity Cablevision.
- This “Unlimited” plan covers residential direct dialed interstate and intrastate calls only. It does not include International calls (rates vary based on country called), calling card calls, directory assistance or operator services. This plan is not to be used for toll access to the Internet, commercial, telemarketing or other non-residential purposes.
- Furthermore, the Monthly Charge can only be applied to one phone line (if a residential customer wants the plan to apply to a second line, he must pay a second Monthly Charge).
- Customers who use this plan for non-residential purposes or who cancel their packages (or any part of the packages) shall forfeit eligibility for rates under this plan, and those customers continuing to be presubscribed to the Company will be moved to the rates under Long Distance Plan 1.

Monthly Charge	\$15.00
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○ Long Distance Plan 3 – “Unlimited” Business

- To be eligible for this Plan, the customer must be a new or existing business.
- This “Unlimited” plan is available to business phone customers only, and it covers direct dialed interstate and intrastate calls only. It does not include International calls (rates vary based on country called), calling card calls, directory assistance or operator services. This plan is not to be used for toll access to the Internet or telemarketing purposes.
- Furthermore, the Monthly Charge can only be applied to one phone line (if a business customer want the plan to apply to a second line, they must pay a second Monthly Charge).

Monthly Charge                               \$15.00

○ Long Distance Plan 4 – “60 minute” Residential

- To be eligible for this Plan, the customer must be a new or existing residential customer, who must also subscribe to the “5 for \$85” Bundled Package offered by Fidelity Cablevision.
- This “60 minute” plan covers residential direct dialed interstate and intrastate calls only. It does not include International calls (rates vary based on country called), calling card calls, directory assistance or operator services. This plan is not to be used for toll access to the Internet, commercial, telemarketing or other non-residential purposes.
- Furthermore, the Monthly Charge can only be applied to one phone line (if a residential customer wants the plan to apply to a second line, he must pay a second Monthly Charge).
- Customers who use this plan for non-residential purposes or who cancel their packages (or any part of the packages) shall forfeit eligibility for rates under this plan, and those customers continuing to be presubscribed to the Company will be moved to the rates under Long Distance Plan 1.

Monthly Charge                               \$1.00

TOLL FREE (8XX) SERVICE

- Toll free Service is available to business and residential Customers for incoming calls. Calls originate from any interstate or intrastate location, where service is available, over an 8XX number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Customer rather than to the originating caller. Call charges are billed in full minute increments. A monthly service charge applies per inbound line.

- Toll Free Service rates apply when the person originating the call dials the 8XX telephone number desired and completes the call, and the call is billed to the called station.

Monthly Service Fee per line, Residential	\$5.00
Monthly Service Fee per line, Business	\$5.00
Rate per minute, Residential	\$0.07
Rate per minute, Business	\$0.05

#### DIRECTORY ASSISTANCE

- A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies.

Directory Assistance, per request	\$0.65
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#### UNIVERSAL SERVICE FUND (USF) FEE

- The Company will assess all Customers a Universal Service Fund Fee which recovers the Company's contributions to federal programs which support universal service in high cost areas and low income users of telecommunications and assist schools, libraries and rural health care facilities to obtain telecommunications and information services. Universal Service subsidy fees are subject to periodic adjustment.