

**GATEWAY COMMUNICATIONS SERVICES OF VIRGINIA, INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE COMMUNICATIONS SERVICES
WITHIN THE COMMONWEALTH OF VIRGINIA**

This tariff contains the descriptions, regulations, service standards, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Gateway Communications Services of Virginia, Inc. ("Gateway Communications"), with principal offices at 8200 Greensboro Drive, Suite 503, McLean, VA 22102. The Company's toll free contact number is 1-866-577-1166. This tariff applies for services furnished within the Commonwealth of Virginia. This tariff is on file with the Virginia State Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Company's services that originate and terminate in Virginia. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business and residential customers.
- 1.2.3 The Company's service territory is statewide.

1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to Gateway Communications Services of Virginia, Inc..
- 1.3.2 "Commission" means the Virginia State Corporation Commission.
- 1.3.3 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes. All other customers are non-residential customers.
- 1.3.6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.

2 RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff. Such services are to include:

- *Local and Long Distance Bundles with calling features*
- *Voice Mail*
- *Unified Messaging*
- *Broadband, DSL and Dial-up Internet*
- *Teleconferencing*
- *Calling Cards*
- *Toll Free Calling*
- *Voice Over Internet Protocol (VOIP)*

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 The payment of all applicable charges pursuant to this tariff;

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

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

2.2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of

any hazardous material prior to any construction or installation work.

- 2.2.1.5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company.
- 2.2.1.6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.
- 2.2.2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for:
 - 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
 - 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer.
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense.

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

2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment.

2.3 Liability of the Company

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

2.3.2 Service Irregularities

2.3.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.3.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.3.3 Claims of Misuse of Service

2.3.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.3.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.3.4 Defacement of Premises

2.3.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.3.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.3.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use

or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.3.6 Service at Outdoor Locations

2.3.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.3.7 Warranties

2.3.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.3.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.3.8 Limitation of Liability

2.3.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

2.4 Application for Service

2.4.1 Minimum Contract Period

2.4.1.1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or

equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment.

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

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

2.4.2 Cancellation of Service

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

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

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

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

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

2.5 Payment for Service

- 2.5.1 Service will be billed by a billing agent for the Company. Billing will be on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.13 of this tariff.
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.
- Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.5.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

2.6 Customer Deposits

- 2.6.1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by the Virginia Administrative Code 20VAC5-417-30 as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Virginia.
- 2.6.2 In order to establish credit, the Carrier may require an applicant for nonresidential service to demonstrate good paying habits by showing that the applicant:

- 2.6.2.1 Was a customer of a Virginia utility for at least 12 months within the preceding 2 years;
 - 2.6.2.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Virginia;
 - 2.6.2.3 Did not have service discontinued for nonpayment of a utility bill during the last 12 months that service was provided; and
 - 2.6.2.4 Did not fail, on more than two occasions during the last 12 months that service was provided, to pay a utility bill when it became due.
- 2.6.3 The Carrier agrees to abide by the regulations associated with residential customer deposits as specified by the Virginia Administrative Code 20VAC5-417-30. as amended from time to time.
- 2.6.4 In order to establish credit, a utility may require an applicant for residential service to demonstrate good paying habits by showing that the applicant:
- 2.6.4.1 Was a customer of a Virginia utility within the preceding 2 years;
 - 2.6.4.2 Does not currently owe any outstanding bills for utility service to a utility doing business in Virginia;
 - 2.6.4.3 Did not have service discontinued for non-payment of a utility bill during the last 12 months that service was provided; and
 - 2.6.4.4 Did not on more than two occasions during the last 12 months that service was provided, fail to pay a utility bill when it became due.
- 2.6.5 Deposits for establishment or reestablishment of credit will not be more than the estimated charge for service for 2 consecutive billing periods or 90 days, whichever is less.
- 2.6.6 When the Carrier requires a deposit from any residential Customer, said Customer will be permitted to pay it in three consecutive equal monthly installments whenever the total amount of the required deposit exceeds the sum of forty dollars (\$40.00). Provided, however, that the Company will have

the discretion to allow payment of any deposit (more or less than \$40.00) over a longer period of time to avoid undue hardship.

- 2.6.6 Customer deposits shall be maintained in a bank located in Virginia. Customers who make a deposit for service will receive interest, at a rate set on such deposit not less than the rate calculated by the method set forth by the Commission for non-residential and residential customers.

2.7 Late Payment Charges

- 2.7.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by the Commission as amended from time to time.
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.
- 2.7.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers.
- 2.7.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges.

2.8 Customer Complaints and Billing Disputes

- 2.8.1 Customers may notify the Carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.
- 2.8.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Virginia State Corporation Commission
Division of Communications
P.O. Box 1197
Richmond, VA 23218

804-371-9206 (Main number)
1-800-552-7945 (Toll-free number)
804-371-9069 (Fax number)

2.8.3 The Company provides the following toll free number 1-866-577-1166 for customers to contact the carrier.

2.9 Allowance for Interruptions in Service

2.9.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company.

2.10 Taxes and Fees

2.10.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.10.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.10.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.11 Returned Check Charge

For Returned Checks: The Customer will be assessed a returned check charge of \$25.00 for each check submitted by the Customer to the Company that a financial institution refuses to honor. This charge is inclusive of the bank fee plus a reasonable Company administrative fee.

2.12 Special Customer Arrangements

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

and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

2.13 Termination of Service:

2.13.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.13.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.13.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.13.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.13.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.13.1.5 Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.13.2. Denial of Service Requiring Notice

2.13.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

- 2.13.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Virginia Administrative Code, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
- 2.13.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or

facilities subject to regulation by the Virginia State Corporation Commission.

2.13.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.13.2.1.D Non-payment of Bill.

2.13.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.13.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.13.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.13.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

2.13.2.1.D.5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.13.2.1.D.6 Failure to Pay Increased Deposit Required. For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with Virginia Administrative Code.

2.13.3. Insufficient Reasons for Denial of Service

2.13.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.13.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

2.13.3.1.B Failure to pay for a different class of service for a different entity;

2.13.3.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.13.3.1.D Failure to pay directory advertising charges;

2.13.3.1.E Failure to pay an undercharge as described in the Virginia Administrative Code; or

2.13.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.13.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.13.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.13.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

(i) In a fictitious name,

- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.13.3.2 This regulation applies to both residential and nonresidential classes of service.

PROVISION OF SERVICE AND FACILITIES

2.14 Unlawful Use of Service

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

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

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

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

2.15 Interference with or Impairment of Service

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

2.16 Telephone Solicitation by Use of Recorded Messages

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

2.17 Incomplete Calls

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

2.18 Overcharge/Undercharge

2.18.1 Overcharge/undercharge provisions will be in accordance with Virginia Administrative Code.

2.18.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

3 DESCRIPTION OF SERVICES

3.1 Trial Services

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

3.2 Promotional Offerings

- 3.2.1 The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotion offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offering. The Company will submit its promotions, by letter, to the Commission staff outlining the promotion, listing the tariffed item being promoted, and the promotions start and end dates, in lieu of filing language in the tariff.

3.3 Individual Case Basis ("ICB") Offerings

- 3.3.1 Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis. The Company will maintain records of its ICB contracts for Commission review as conditions or circumstances may require.

3.4 Customized Pricing Arrangements ("CPAs") Offerings

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

3.5 Special Assembly

3.5.1 The Company may provide a unique local exchange service for a customer where no tariff exists for the service. The unique service can be provided via a Special Assembly. The Company will maintain records of its Special Assembly contracts for Commission review as conditions or circumstances may require.

3.6 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider to complete such calls. The Company will impose a surcharge to all Customers at a level determined by the Commission. The customer may access TRS via the Company by either TRS's toll free 800 number or by dialing the 711 service access code.

4 RATES AND CHARGES

4.1 Calculation of Rates

4.1.1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Verizon Virginia, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F.C.C. No. 4.

4.1.2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call.

4.1.3 Basic Local Exchange Service

4.1.3.1 Description of Services

Basic Local Exchange Service provides a Customer with a Connection to the Company's switching network, which enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 9-1-1 service for emergency calling.

4.1.3.2 Application of Rates

The rates shown herein entitle the customer to local messages to all telephones bearing the designation of any central office of the exchanges or zones included as specified in the associated local service area or extended calling area. Charges for monthly usage options apply in addition to the charges for dial tone lines.

A. Business Rates

- (1) Dial tone lines are available with either basic message rate service, basic measured rate service, or an unlimited monthly usage option. Basic message rate and measured rate services provide for charging on a per call basis on calls to the local service area with no usage allowance included in the monthly rates. Charges per call are as specified in 4.1.3.4 following.
- (2) The unlimited monthly usage option provides for unlimited local calling per month on a flat rate basis to dial tone lines in the local service area.
- (3) Charges for calls to extended calling areas are as specified in Section 4.1.3.4 A for measured and message service, of this Tariff.

B. Determination of Airline Mileages

1. Measured Rate Service Distance Calculation

To determine the rate distance between any two rate centers proceed as follows:

- (a) Obtain the "V" and "H" coordinates for each rate center-- V&H Coordinates can be obtained either from the Company or Telcordia or other national telecommunication products.
- (b) Obtain the difference between the "V" coordinates of the two rate centers. Obtain the difference between the "H" coordinates. Note: The difference is always obtained by subtracting the smaller coordinate from the larger coordinate.
- (c) Divide each of the differences obtained in (b) by three, rounding each quotient to the nearer integer.
- (d) Square these two integers and add the two squares. If the sum of the squares is greater than 1777, divide the integers obtained in (c) by three and repeat step (d). Repeat this

process until the sum of the squares obtained in (d) is less than 1778;

- (e) The number of successive divisions by three in steps (c) and (d) determines the value of "N". Multiply the final sum of the two squares obtained in step (d) by the multiplier specified in the following table for this value of "N" preceding;

N	Multiplier	Minimum Rate Mileage
1	0.9	-
2	8.1	41
3	72.9	121
4	656.1	361

- (f) Obtain square root of product in (e) and, with any resulting fraction, round up to the next higher integer. This is the message rate mileage except that when the mileage so obtained is less than the minimum rate shown in (e) preceding, the minimum rate mileage corresponding to the "N" value is applicable.

4.1.3.3 Service Area and Rate Groups

Gateway Communications provides service in the exchange areas served by the following local exchange companies:

Verizon Virginia, Inc.

A. Multizone Exchanges

The Washington Metropolitan Exchange Area (WMEA) embraces the District of Columbia and certain suburban areas in Virginia and Maryland. The WMEA comprises zones designated as follows: Alexandria-Arlington (Va.), Berwyn (Md.), Bethesda (Md.), Bowie-Glenn Dale (Md.), Capitol Heights (Md.), Clinton (Md.), Fairfax-Vienna (Va.), Falls Church-McLean (Va.), Hyattsville (Md.), Kensington (Md.), Layhill (Md.), Marlboro (Md.), Oxon Hill (Md.), Rockville (Md.), Silver Spring (Md.) and Washington (D.C.).

B. Exchange and Zone Rate Classes and Local Service Areas

Each exchange or zone is assigned to three rate classes for the application of exchange service rates according to the combined total of the number of dial tone lines in its local service area, and extended calling area.

The first Rate Class number denotes the applicable Rate Class for Dial Tone Lines with Monthly Usage Options, except as otherwise specified following, or Message Rate Services.

The second Rate Class number denotes the applicable Rate Class for Measured Rate Services and Dial Tone Lines with Exchange Flat/Measured Rate Monthly Usage Options.

The third Rate Class number denotes the applicable Rate Class for Message Rate Hotel and Hospital Private Branch Exchange (PBX) Trunks.

Exchange or Zone	Rate Class	Exchanges and Zones Included In Local Service Area
Alexandria-Arlington	8,8,8	All zones of the WMEA, Arcola, Braddock, Dulles, Dulles Metro Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Fairfax-Vienna	8,8,8	All zones of the WMEA, Arcola, Braddock Dulles, Dulles Metro Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Falls Church-McLean	8,8,8	All zones of the WMEA, Arcola, Braddock, Dulles, Dulles Metro, Engleside, Herndon, Leesburg, Lorton, Lorton Metro
Fredericksburg	6,6,6	Brokenburg, Chancellor, Fredericksburg, Hartwood, King George, Port Royal, Spotsylvania, Stafford
Herndon	8,8,8	Alexandria-Arlington, Arcola, Braddock, Dulles, Dulles Metro, Engleside, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Lorton, Lorton Metro, Washington, D.C.

Exchange or Zone	Rate Class	Exchanges and Zones Included In Local Service Area
Leesburg	8,7,8	Alexandria-Arlington, Arcola, Bluemont, Braddock, Catocin, Dulles, Dulles Metro, Fairfax-Vienna, Falls Church-McLean, Herndon, Leesburg, Middleburg, Mount Gilead

4.1.3.4 Rates and Charges

The Measured/Message usage charges are specified on pages 29 and 30 of this Section 4.1.3.4 following.

A. Business Rate

Rate Class 1 Exchanges with up to 4,000 Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$13.00
Measured/Message	\$0.00
Unlimited Usage Plan	\$14.02
PBX Trunk Dial Tone Line	\$13.00
Measured/Message	\$0.00
Unlimited Usage Plan	\$24.55

Rate Class 2 Exchanges 4,000 - 15,000 Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$12.75
Measured/Message	\$0.00
Unlimited Usage Plan	\$18.24
PBX Trunk	\$12.75
Measured/Message	\$0.00
Unlimited Usage Plan	\$31.92

Rate Class 3 Exchanges 15,001 - 30,000 Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$12.50
Measured/Message	\$0.00
Unlimited Usage Plan	\$22.21
 PBX Trunk Dial Tone Line	 \$12.50
Measured/Message	\$0.00
Unlimited Usage Plan	\$38.87

Rate Class 4 Exchanges 30,001 - 50,000 Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$12.25
Measured/Message	\$0.00
Unlimited Usage Plan	\$26.18
 PBX Trunk Dial Tone Line	 \$12.25
Measured/Message	\$0.00
Unlimited Usage Plan	\$43.83

Rate Class 5 Exchanges 50,001 - 100,000 Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$12.00
Measured/Message	\$0.00
Unlimited Usage Plan	\$29.76
 PBX Trunk Dial Tone Line	 \$12.00
Measured/Message	\$0.00
Unlimited Usage Plan	\$52.80

Rate Class 6 Exchanges 100,001 - 300,000 Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$11.75
Measured/Message	\$0.00
Unlimited Usage Plan	\$33.75

PBX Trunk Dial Tone Line	\$11.75
Measured/Message	\$0.00
Unlimited Usage Plan	\$59.06

Rate Class 7 Exchanges 300,001-1,280,000 Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$11.50
Measured/Message	\$0.00
Unlimited Usage Plan	\$37.83
PBX Trunk Dial Tone Line	\$11.50
Measured/Message	\$0.00
Unlimited Usage Plan	\$66.22

Rate Class 8 Exchanges 1,280,000+ Weighted Dial Tone Lines

1) Business, per line

	Per Month
Individual Dial Tone Line	\$11.00
Measured/Message	\$0.00
Unlimited Usage Plan	\$42.18
PBX Trunk Dial Tone Line	\$11.00
Measured/Message	\$0.00
Unlimited Usage Plan	\$73.83

1. Measured Rate Usage Charges

Per Message, Per Minute or Fraction Thereof

Airline Mile	Rate Period 1 Day		Rate Period 2 Evening		Rate Period 3 Night/Weekend	
	Initial	Each	Initial	Each	Initial	Each
	Minute	Add'l Minute	Minute	Add'l Minute	Minute	Add'l Minute
0-8	\$0.0280	\$0.0160	\$0.0168	\$0.0096	\$0.0112	\$0.0064
9-13	\$0.0400	\$0.0200	\$0.0240	\$0.0120	\$0.0160	\$0.0080
14-18	\$0.0510	\$0.0270	\$0.0306	\$0.0162	\$0.0204	\$0.0108
19-23	\$0.0600	\$0.0320	\$0.0360	\$0.0192	\$0.0240	\$0.0128
24-28	\$0.0730	\$0.0370	\$0.0438	\$0.0222	\$0.0292	\$0.0148
29-38	\$0.0840	\$0.0440	\$0.0504	\$0.0264	\$0.0336	\$0.0176
39-48	\$0.0950	\$0.0480	\$0.0570	\$0.0288	\$0.0380	\$0.0192

2. Message Rate Usage Charges

a. From message rate Service for message rate Hotel and Hospital PBX Trunks, per message unit \$.096

*Day means 8:00 a.m. to, but not including, 5:00 p.m. Monday through Friday.

**Evening means 5:00 p.m. to, but not including, 11:00 p.m. Sunday through Friday.

**Night/Weekend means 8:00 a.m. to, but not including, 5:00 p.m. Sunday, Sunday through Friday 11:00 p.m. to, but not including 8:00 a.m. on the following day, and all day Saturday.

B. Residential Rate

All Rate Classes

1) Residence, per line

	Per Month
Individual Dial Tone Line	\$10.50
Unlimited Usage Plan	\$23.99
Message Option ⁽¹⁾	\$0.08
Measured Option ⁽²⁾	\$0.28 / \$0.12

(1) \$0.08 per call, in addition to line charges.

(2) \$0.28 1st minute, then \$0.12 each additional minute, in addition to the Individual Dial Tone Line charge.

4.1.4 Directory Assistance Service

The Company furnishes Directory Assistance Service (“DA”) for the purpose of aiding customers in obtaining telephone numbers. Customers are allowed two requests per call. For an additional “Connect Request” charge, the Operator will call the requested number on the customer’s behalf. When a

party requests assistance in obtaining and/or calling to the telephone numbers of customers who are located within the same local calling area as the number the party is calling from, the charges as set forth following apply:

Charge for each inquiry

Customer Direct Dialed	\$0.29 per call after 3 free calls
Connect Request per call completed	\$0.30*

*For toll calls, the customer will also be responsible for any charges billed by the interexchange carrier carrying the call.

In order to make allowance for a reasonable need for local calling area DA service, including numbers not in the directory, directory inaccessibility and other conditions, no charge applies for the first three calls for telephone numbers of customers who are located within the calling area of the calling party per month per station access line. The allowance is cumulative for all group billed services furnished on the same premises or as part of the same system within an exchange.

Charges for DA are not applicable to calls placed from hospital services or calls placed from telephones where the customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap.

4.1.5 Operator Assisted Local Calls

Operator Assisted Charges: All types of local exchange service have local calling areas within which local calls can be made on a flat rate basis, on a local coin call rate basis, on a Message rate basis, or on a measured service basis.

Local Dial Call: The call must be dialed and completed without the assistance of a Company operator and must be billed to the originating telephone when a charge is applicable.

Collect Call: A billing arrangement by which the charge for a call may be reversed, provided the charge is accepted at the called station.

Person-to-Person Service: A calling arrangement offered on both a customer-dialed and operator dialed basis whereby the person originating the call

specifies to a carrier operator a person to be reached, or individual with whom to be connected, a particular mobile station to be reached through a miscellaneous common carrier operator, or a particular station, department, or office to be reached through a private branch exchange (PBX) attendant.

Station to Station: A calling arrangement whereby the completion of a call, (e.g., collect, third party) is offered on both a customer-dialed and operator-dialed basis.

Third Party Billing: A payment arrangement which allows an End User to assign billing of a call to a telephone number which is different from the calling or called telephone number(s).

Operator-Dialed Calling Card Service: A call that is dialed by the operator and billed to a Calling Card.

The following service charges for operator-assisted local calls apply in addition to the local dial rate applicable:

	<u>Business Surcharge Rate/Call</u>
Operator Service Calling Card	\$0.60
Station-to-Station operator-assisted charges:	
Each:	
Collect, Third Party, Operator Dialed	\$0.75
Person-to-Person operator-assisted local call:	
Each:	\$1.50

The following operator-assisted local calls are exempted from the service charge:

- Calls for assistance in the use of the Company's services, e.g. dialing instructions.
- Calls to designated Company numbers for official telephone business.
- Emergency calls to recognizable authorized civil agencies.
- Those cases where a Company operator provides assistance to re-establish a call which has been interrupted after the calling number has been reached, reach the calling number where facility problems prevent customer dial completion, and/or place a non-coin, sent paid call for a calling party who identifies himself as being handicapped and unable to dial the call because of said handicap.

4.1.6 Verification and Emergency Interrupt Service

Upon request, subject to technical limitations, the Company's operator will verify that a conversation exists on a line and will interrupt a communication in progress to announce that someone is trying to call.

4.1.6.1 Application of Rates and Charges

No charge will apply if the requesting customer identifies that the call is to or from an official public emergency agency. An official public emergency agency is defined as a government agency, which is operated by the Federal, state or local government, and has the capability and legal authority to provide prompt and direct aid to the public in emergency situation. Such agencies include the local police, state police, fire department, etc.

Charges may not be billed on a collect basis or on a third number basis to the number being verified or interrupted.

If the number verified is not in use, or as a result of interrupt the line is cleared, and, at the calling party's request, the operator completes the call, the charges for Operator Assisted Local Calls as defined in Section 4.3 of this tariff apply in addition to the applicable verification and emergency interrupt charges.

	<u>Nonrecurring Charge</u>
Verification request, Each:	\$.75
Verification with Interrupt request, Each:	\$1.55

4.1.7 Service Charges

4.1.7.1 Service Ordering Charge - Multi Element Charges

Non-Recurring Charge

4.1.7.1.1 Primary - For connecting new or additional Access lines, telephone number change requests, and relocation of existing service to a different building

Business, per service order	\$37.20
Residence, per service order	\$30.00

4.1.7.1.2 Secondary - For moving or changing existing service or adding new or

additional service other than Access lines.

Business, per service order	\$18.50
Residence, per service order	\$10.00

4.1.7.1.3 Record - For record type orders affecting directory listings.

Business, per service order	\$17.00
Residence, per service order	\$10.00

4.1.7.1.4 Restoration of Service – For reestablishment of service which was disconnected for non-payment

Business, per occurrence	\$25.94
Residence, per occurrence	\$13.00

4.1.7.2 Access Line Connection Charges

Performing all or part of the operations associated with the connections of a central office line. These may include, but are not limited to, circuit design work and establishing or changing central office connections.

4.1.7.2.1 A Line Connection Charge applies for the connection of each local exchange line, Private Branch Exchange (PBX) trunk, WATS access line, Centrex line, Centrex Simulated Exchange Access Trunk (SEAT), and for Channel Services except as otherwise specified in this tariff. Line Connection Charges also apply to the relocation of existing service to a different rate demarcation point, building or property.

4.1.7.2.2 A Line Restoral Charge applies for the restoral of service to each local exchange line, PBX trunk or WATS access line suspended at the request of the customer.

4.1.7.2.3 A premium installation appointment allows customers to schedule outside of the Company's regular working hours, the installation of residence Local Exchange Service or WATS at their residences, providing such installation requires a visit to the customer's premises. There will be no Premium Installation Appointment Charge applied or a

customer-missed premium installation appointment. The customer will be notified of any premium installation appointment cancellation by the Telephone Company, and the customer will be offered another premium installation appointment without charge.

4.1.7.2.4 Per Access Line or Trunk – Business-Non-Recurring Charge

Exchange Lines	\$26.80
PBX Trunks	\$26.80
Line Change Charge	\$17.80
Line Restoral Charge	\$ 5.54
Premium Installation Charge	\$39.50

4.1.7.3 Maintenance Visit Charge

Business

Nondata	\$66.66
Data	\$94.00
Residential	\$46.00

4.1.8 TOUCH-TONE Calling Service

TOUCH-TONE calling service provides for the origination of telephone calls through the use of pushbuttons in lieu of a rotary dial. The service is furnished for use with individual and two-party central office lines. It may be furnished to either one or both customers on a two party line. TOUCH-TONE calling service requires special central office equipment and will be provided only from central offices where facilities are available.

4.1.8.1 Rates and Charges

TOUCH-TONE charges are included in local dialtone charges.

4.1.9 Directory Listings

For each Customer of Company-provided Exchange Access Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings. Primary and additional Directory Listings are provided in the alphabetical section of the telephone directory in accordance with the regulations and rates specified herein.

The alphabetical section of the telephone directory consists of a list of names of customers in alphabetical order and is designed solely for the purpose of informing calling parties of the telephone numbers of customers and those entitled to use the customer's service as an aid to the use of telephone service, and special position or arrangement of names is not contemplated. The primary listing for business service is ordinarily the name of the Customer or the name under which a business is regularly conducted. For business services, additional listing are available only in the name of an authorized user of the customer's service. Business additional listings are not permitted in connection with residence service. Business additional listings may be provided in connection with Joint User Service with one additional listing offered at no charge for each joint user on a customer's service.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgement, the clearness of the listing or the identification of the customer is not impaired. Where more than one line is required to properly list the Customer, there is no additional charge.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name or a listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party or is a contrived name used for advertising purposes, or to secure a preferential position in the directory, or is more elaborate than is reasonably necessary to identify the listed party.

A. Non-Listed Telephone Number

At the customer's request, non-listed telephone service will be furnished which will provide for the omission or deletion of the customer's telephone number from the telephone directory. The telephone listing will be available through directory assistance and other records that will be given to any calling party. Charges for non-listed telephone numbers are as specified in 4.1.9.1 following.

B. Non-Published Telephone Number

At the customer's request, a non-published telephone service will be furnished which will provide for omission or deletion of the customer's telephone number from the telephone directory and from the directory assistance records. The Company will make every effort to prevent disclosure of non-published numbers but will not be liable should such number be divulged inadvertently. When a call is placed to the Emergency 9-1-1 Service and the source of the call or the location of the call is associated with a nonpublished telephone number, the Company will release (to the

appropriate local government authority responsible for the Emergency 9-1-1 Service), the name and address of the calling party and/or the name and address associated with the emergency location, where such information can be determined. Charges for non-published telephone numbers are as specified in 4.1.9.1 following.

4.1.9.1 Rates and Charges

Business

Primary Listing	\$0.00
Additional Listing	\$1.42
Non-List Number	\$1.06/month
Non-Published Number	\$1.71/month

Residential

Primary Listing	\$0.00
Additional Listing	\$1.12
Non-List Number	\$1.06/month
Non-Published Number	\$1.71/month

4.1.10 Central Office Non-Transport Service Offerings

4.1.10.1 Direct Inward Dialing Service (DID)

DID Service provides for inward dialing from the telecommunications network directly to lines associated with switching equipment located on the customer's premises.

4.1.10.1.1 Central Office Components Installation

	Installation Charge	Monthly Rate
Establish Trunk group and provide first group of 20 DID numbers-telephone answering service	\$725.00	\$9.27
Establish Trunk group and numbers-other	\$725.00	\$20.25

Each additional group of 20 DID numbers-telephone answering service	\$22.00	\$9.27
Each additional group of 20 DID numbers – other	\$22.00	\$20.25
DID CO trunk connection	\$84.00	\$10.25

4.1.11 Custom Calling Services

4.1.11.1 Business - Individual Features

A. Description of Services

1) Call Waiting- Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternate conversation between parties. Where facilities permit, the incoming call tone signal may be blocked on a per call basis. At the completion of the call, the call waiting feature is automatically reactivated.

2) Call Forwarding - Call Forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local and long distance message charges. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

3) Three-way Calling - Three-way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

4) Call Block - Call Block is an arrangement which prevents future calls from up to six prespecified telephone numbers, one of which may be the most recent incoming call from an unknown telephone number immediately after the unwanted call has been received. Callers from the prespecified

telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multiline hunting group, the call will be blocked only when the main telephone number is included as one of the six prespecified telephone numbers.

5) Call Trace - Call Trace is an arrangement which permits the customer to trace the last call received. The result of the call trace is automatically sent to the Company for subsequent furnishing to legally constituted law enforcement agencies or authorities upon proper request by them. The call trace result is not available to the customer. The Company is not liable for damages if, for any reason, the call trace attempt is not successful.

6) Automatic Call Back - Automatic Call Back allows a customer to automatically return the last incoming call whether it is answered or not. Upon activation of the service the customer receives an automated voice response message stating the number of the party who called, and is given the option of returning the call. If the called line is found to be busy, a 30-minute queuing process begins. The customer is given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of both parties until both lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found to be idle, the called party is alerted with a distinctive ring signifying that the call may now be completed. Automatic Call Back is offered on a per line (monthly charge) or on a per occurrence/activation basis. When Automatic Call Return is activated on a per occurrence basis the per occurrence rate applies each time the service is activated. Customers who prefer not to have spontaneous access to this service may call to request blocking. Blocking will be provided at no charge to the requesting customer and no service ordering charges will apply to request the blocking.

7) Repeat Dialing - Repeat Dialing is an arrangement which permits the customer to redial automatically the last number dialed. If the called line is found to be busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call

when called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle or the queuing process expires.

8) Distinctive Ring - Distinctive Ring is a feature which allows a customer to have up to three separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to customers also subscribing to call waiting.

9) Caller ID- Caller ID is an arrangement which permits a customer with Local Exchange Service, other than foreign exchange, foreign zone or foreign central office services provisioned over interoffice facilities, to receive the calling telephone number for calls placed to the customer. The calling telephone number will be forwarded from the terminating central office to compatible customer-provided display equipment associated with a customer's Local Exchange Service. The calling telephone number will be delivered during the first silent interval of ringing. For calls originating from a line within a multiline hunting group, only the main telephone number will be delivered. If the calling telephone number is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Caller ID customer from seeing the calling telephone number display by dialing a special code prior to placing each call. This is known as Per Call Blocking. When the calling party uses this blocking capability, the Caller ID customer will receive an indication on the Caller ID equipment that the display of the calling telephone number has been suppressed. There is no charge for using Per Call Blocking. Caller ID customers may re-direct to an announcement, incoming calls with Per Call Blocking activated, by activating the Anonymous Call Rejection arrangement.

10) Caller ID with Name - Caller ID with Name is an arrangement which permits a customer with Local Exchange Service, other than foreign exchange, foreign zone or foreign central office services provisioned over interoffice facilities, to receive the calling telephone number and the main listed name associated with the calling telephone number for calls placed

to the customer. The calling telephone number and name will be forwarded from the terminating central office to compatible customer provided display equipment associated with a customer's Local Exchange Service. For calls originating from a line within a multiline hunting group, only the main telephone number and name will be delivered. If the calling telephone number and name is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Caller ID With Name customer from seeing the calling telephone number and name display by activating Per Call Blocking. There is no charge for using Per Call Blocking. When the calling party uses this blocking capability, the Caller ID With Name customer will receive an indication on the Caller ID With Name equipment that the display of the calling telephone number and name has been suppressed. Caller ID With Name customers may redirect to an announcement, incoming calls with Per Call Blocking activated, by activating the Anonymous Call Rejection arrangement. Where facilities permit and when requested by a subscriber to Call Waiting, the calling name and number will display when Call Waiting is activated and this requires the next version of Caller ID With Name CPE.

11) Priority Call -Priority Call is an arrangement which provides for one distinctive audible signal to the customer when a call is received from one of up to six prespecified telephone numbers. If the customer also subscribes to call waiting, and the incoming call arrives while the line is busy, the usual call waiting tone is altered with a distinctive pattern. For calls originating from a line within a multiline hunting group, the distinctive signal is only produced when the caller's main telephone number is one of those prespecified.

12) Select Forward - Select Forward is an arrangement which permits a customer to prespecify, up to a maximum of six, telephone numbers from which calls are to be forwarded. During the period that select forward is activated, only calls from one of the prespecified numbers will be forwarded. For calls from a line within a multiline hunting group, the call will be forwarded only when the main telephone number has been prespecified.

13) Ultra Forward -The Ultra Forward feature combines Call Forwarding with remote access capability. In addition to the current Call Forwarding feature-access method, the Ultra Forward feature provides customers access from any touch tone capable telephone. The customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Ultra Forward feature, a Personal Identification Number (PIN) and a feature code. This service contemplates that normal transmission performance quality cannot be guaranteed on forwarded calls. The remote access capability may experience occasional interruptions in service. The Company shall not be liable for damages if, for any reason, the service is interrupted or inoperable.

14) Anonymous Call Rejection - Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties that have activated the *67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller ID with Name subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the *67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID and Caller ID with Name features and is available to non-Caller ID/Caller ID with Name customers.

B. Rates and Charges

	Non-Recurring Charge, per function	Monthly Rate
1) Call Waiting		\$ 3.25
2) Call Forwarding		\$ 3.25
3) Three-Way Calling		\$ 3.25

	Non-Recurring Charge, per function	Monthly Rate
Per activation	\$0.75	
4) Call Block		\$ 3.75
5) Call Trace		\$ 4.00
Pay Per Use	\$1.00	
6) Automatic Call Back		\$4.28
Pay Per Use	\$0.75	
7) Repeat Dialing		\$2.00
Pay Per Use	\$0.75	
8) Distinctive Ringing		\$5.50
9) Caller ID		\$8.00
10) Call ID Deluxe w/name		\$9.50
11) Priority Call		\$3.50
12) Select Forward		\$4.50
Pay Per Use	\$0.75	
13) Busy Line Transfer		\$2.00
	Non-Recurring Charge	Monthly Rate
14) Ultra Forward		\$ 7.00
15) Remote Call Forwarding	\$11.79	\$18.84
Each Add'l Arrangement	\$11.79	
16) Anonymous Call Rejection		\$3.00
17) Toll Restriction		\$ 0.00
18) Call Trace Deny		\$ 0.00
19) Repeat Dial Deny		\$ 0.00
20) Return Call Deny		\$ 0.00
21) Select Forward Deny		\$ 0.00
22) Anonymous Call Rejection		\$3.00

4.11.2 Residential - Individual Features

A. Description of Services

1) Call Waiting- Call Waiting is an arrangement whereby a customer who is using an exchange line arranged for call waiting is alerted, by means of a tone signal, when another caller is trying to reach that line. The customer, by flashing the switchhook, is able to have alternate conversation between parties. Where facilities permit, the incoming call tone signal

may be blocked on a per call basis. At the completion of the call, the call waiting feature is automatically reactivated.

2) Call Forwarding - Call Forwarding is an arrangement whereby incoming calls may be transferred to another telephone number by dialing a prefix code and the telephone number of the service to which calls are to be transferred. Calls forwarded by this feature are subject to local and long distance message charges. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

3) Three-way Calling - Three-way Calling permits an existing call to be held and a second call to be established and added to the connection for conferencing. This service contemplates that normal transmission performance quality cannot be guaranteed to all calls.

4) Call Block - Call Block is an arrangement which prevents future calls from up to six prespecified telephone numbers, one of which may be the most recent incoming call from an unknown telephone number immediately after the unwanted call has been received. Callers from the prespecified telephone numbers will receive an announcement that the called party is not accepting calls. For calls from a line within a multiline hunting group, the call will be blocked only when the main telephone number is included as one of the six prespecified telephone numbers.

5) Call Trace - Call Trace is an arrangement which permits the customer to trace the last call received. The result of the call trace is automatically sent to the Company for subsequent furnishing to legally constituted law enforcement agencies or authorities upon proper request by them. The call trace result is not available to the customer. The Company is not liable for damages if, for any reason, the call trace attempt is not successful.

6) Automatic Call Back - Automatic Call Back allows a customer to automatically return the last incoming call whether it is answered or not. Upon activation of the service the customer receives an automated voice response message stating the

number of the party who called, and is given the option of returning the call. If the called line is found to be busy, a 30-minute queuing process begins. The customer is given an indication that the network will attempt to set up the call when the called line is idle. The network periodically tests the busy/idle status of both parties until both lines are found idle, the customer cancels the request, or the queuing process expires. If both lines are found to be idle, the called party is alerted with a distinctive ring signifying that the call may now be completed. Automatic Call Back is offered on a per line (monthly charge) or on a per occurrence/activation basis. When Automatic Call Return is activated on a per occurrence basis the per occurrence rate applies each time the service is activated. Customers who prefer not to have spontaneous access to this service may call to request blocking. Blocking will be provided at no charge to the requesting customer and no service ordering charges will apply to request the blocking.

7) Repeat Dialing - Repeat Dialing is an arrangement which permits the customer to redial automatically the last number dialed. If the called line is found to be busy, a 30-minute queuing process begins. The customer is then given an indication that the network will attempt to set up the call when called line is idle. The network periodically tests the busy/idle status of the called line until both lines are found idle or the queuing process expires.

8) Distinctive Ring - Distinctive Ring is a feature which allows a customer to have up to three separate telephone numbers assigned to one local exchange line. Each telephone number will provide a distinctive ring on incoming calls to allow for identification of the incoming call. A distinctive call waiting tone for each telephone number will be provided, where facilities permit, to customers also subscribing to call waiting.

9) Caller ID- Caller ID is an arrangement which permits a customer with Local Exchange Service, other than foreign exchange, foreign zone or foreign central office services provisioned over interoffice facilities, to receive the calling telephone number for calls placed to the customer. The calling telephone number will be forwarded from the terminating central office to compatible customer-provided display equipment associated with a customer's Local Exchange

Service. The calling telephone number will be delivered during the first silent interval of ringing. For calls originating from a line within a multiline hunting group, only the main telephone number will be delivered. If the calling telephone number is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Caller ID customer from seeing the calling telephone number display by dialing a special code prior to placing each call. This is known as Per Call Blocking. When the calling party uses this blocking capability, the Caller ID customer will receive an indication on the Caller ID equipment that the display of the calling telephone number has been suppressed. There is no charge for using Per Call Blocking. Caller ID customers may re-direct to an announcement, incoming calls with Per Call Blocking activated, by activating the Anonymous Call Rejection arrangement.

10) Caller ID with Name - Caller ID with Name is an arrangement which permits a customer with Local Exchange Service, other than foreign exchange, foreign zone or foreign central office services provisioned over interoffice facilities, to receive the calling telephone number and the main listed name associated with the calling telephone number for calls placed to the customer. The calling telephone number and name will be forwarded from the terminating central office to compatible customer provided display equipment associated with a customer's Local Exchange Service. For calls originating from a line within a multiline hunting group, only the main telephone number and name will be delivered. If the calling telephone number and name is not available for forwarding to the called party, a message indicating that unavailability will be forwarded. The calling party can prevent the Caller ID With Name customer from seeing the calling telephone number and name display by activating Per Call Blocking. There is no charge for using Per Call Blocking. When the calling party uses this blocking capability, the Caller ID With Name customer will receive an indication on the Caller ID With Name equipment that the display of the calling telephone number and name has been suppressed. Caller ID With Name customers may redirect to an announcement, incoming calls with Per Call Blocking activated, by activating the Anonymous Call Rejection arrangement. Where facilities permit and when requested by a subscriber to Call Waiting, the calling name and number

will display when Call Waiting is activated and this requires the next version of Caller ID With Name CPE.

11) Priority Call -Priority Call is an arrangement which provides for one distinctive audible signal to the customer when a call is received from one of up to six prespecified telephone numbers. If the customer also subscribes to call waiting, and the incoming call arrives while the line is busy, the usual call waiting tone is altered with a distinctive pattern. For calls originating from a line within a multiline hunting group, the distinctive signal is only produced when the caller's main telephone number is one of those prespecified.

12) Select Forward - Select Forward is an arrangement which permits a customer to prespecify, up to a maximum of six, telephone numbers from which calls are to be forwarded. During the period that select forward is activated, only calls from one of the prespecified numbers will be forwarded. For calls from a line within a multiline hunting group, the call will be forwarded only when the main telephone number has been prespecified.

13) Ultra Forward -The Ultra Forward feature combines Call Forwarding with remote access capability. In addition to the current Call Forwarding feature-access method, the Ultra Forward feature provides customers access from any touch tone capable telephone. The customer dials a remote access directory number and then is guided by voice messages to enter their home or office telephone number equipped with the Ultra Forward feature, a Personal Identification Number (PIN) and a feature code. This service contemplates that normal transmission performance quality cannot be guaranteed on forwarded calls. The remote access capability may experience occasional interruptions in service. The Company shall not be liable for damages if, for any reason, the service is interrupted or inoperable.

14) Anonymous Call Rejection - Anonymous Call Rejection is an arrangement that allows a called party to reject calls from parties that have activated the *67 Per Call Blocking feature to prevent the display of the calling telephone numbers to Caller ID subscribers, or to prevent the display of the calling telephone numbers and associated main listed names to Caller

ID with Name subscribers. When Anonymous Call Rejection is activated, such calls will be routed to an announcement which tells the calling party that the called party will not accept calls from callers who have chosen to prevent the display of their telephone numbers and names. The calling party will be instructed to hang up and place the call again, without activating the *67 Per Call Blocking feature. Customers may activate or deactivate Anonymous Call Rejection by dialing an activation code. This arrangement is included with the Caller ID and Caller ID with Name features and is available to non-Caller ID/Caller ID with Name customers.

B. Rates and Charges

	Non-Recurring Charge, per function	Monthly Rate
1) Call Waiting		\$3.85
With ID		\$6.00
2) Call Forwarding		\$3.50
3) Three-Way Calling		\$3.50
Per activation	\$0.75	
4) Call Block		\$ 4.00
5) Call Trace		\$ 3.85
Pay Per Use	\$1.00	
6) Automatic Call Back		\$4.00
Pay Per Use	\$0.75	
7) Repeat Dialing		\$2.00
Pay Per Use	\$0.75	
8) Distinctive Ringing		\$ 4.50
9) Caller ID		\$ 6.50
Call ID Deluxe w/name		\$7.50
10) Priority Call		\$3.00
11) Select Forward		\$4.00
Select Forward Activation	\$0.75	

	Non-Recurring Charge	Monthly Rate
12) Ultra Forward		\$ 5.00
13) Remote Call Forwarding	\$11.79	\$18.84
Each Add'l Arrangement	\$11.79	
14) Anonymous Call Rejection		\$3.00

15) Toll Restriction	\$ 0.00
16) Call Trace Deny	\$ 0.00
17) Repeat Dial Deny	\$ 0.00
18) Return Call Deny	\$ 0.00
19) Select Forward Deny	\$ 0.00

4.11.3 PBX Features

A. Description of Services

Call Forwarding - Busy Line is a fixed arrangement which automatically routes incoming calls to the designated telephone number when the called line is busy.

Call Forwarding - Don't Answer is a fixed arrangement which automatically routes incoming calls to the designated telephone number when the called line doesn't answer before passage of a predetermined interval.

Hunting Service Arrangements - A Hunting Service Arrangement is equipment located in the Company's central office arranged to select the next available line of a customer's group of hunting lines, when the line associated with the called number of the customer is busy. The rate specified in 4.11.2 following is applicable to individual line service, including incoming message-rated PBX trunks.

Remote Call Forwarding is a telecommunications network service that utilizes a telephone number and electronic switching system central office facilities to automatically forward all incoming calls dialed to the Remote Call Forwarding telephone number to the terminating telephone number.

B. Rates and Charges

	Non-Recurring Charge	Monthly Rate
1) Call Forwarding- Busy Line		\$2.00
2) Call Forwarding - No Answer		\$2.00
3) Call Forwarding – Both Busy and No Answer		\$2.00
4) Hunting Service Arrangement		\$0.88
5) Remote Call Forwarding	\$11.79	\$18.84
Each Additional Arrangement	\$11.79	

4.1.12 Extended Area Calling

4.1.12.1 General

Extended Area Calling provides for calling on a measured rate or message rate usage basis to specified exchanges and zones located outside of a customer's Local Exchange Service local service area.

4.1.12.2 Regulations

A. The regulations and rates as specified in Section 4.1.3 A for measured and message rates preceding, are applicable to Extended Area Calling services furnished within each exchange or zone as specified in this tariff.

B. Exchanges and Zones with Extended Calling Areas

<u>Exchange or Zone</u>	<u>Exchanges or Zones in Extended Calling Area</u>
Alexandria-Arlington	Dale City, Haymarket, Independent Hill Manassas, Nokesville, Occoquan, Triangle
Fairfax-Vienna	Dale City, Haymarket, Independent Hill Manassas, Nokesville, Occoquan, Triangle
Falls Church-McLean	Dale City, Haymarket, Independent Hill Manassas, Nokesville, Occoquan, Triangle
Herndon	Haymarket, Manassas, Nokesville

4.1.13 Residential Bundled Services

4.1.13.1 Regulations

This section contains optional bundled offerings of the Company that include regulated local exchange services along with regulated services under another tariff of the Company as well as non-regulated services. Those services included in these bundles that are not covered by the Company's tariffs will be marked with the following symbol "*", where they appear in the service description and regulations in this special section of the tariff. These bundled services include unlimited local calling and a specific number of calling features included at no charge.

4.1.13.2 Rates and Charges

A. Usage charges – per minute

- | | |
|---|---------|
| a. Up to 100 minutes of toll* and long distance*
(with two free custom calling feature) | \$29.99 |
| All toll and long distance calls above designated allowance are \$0.07 per minute. | |
| b. Up to 250 minutes of toll* calls and long distance*
(with three free custom calling feature) | \$39.99 |
| All toll and long distance calls above designated allowance are \$0.07 per minute. | |
| c. Unlimited number of toll* calls and long distance minutes*
(with five free custom calling features) | \$44.99 |

4.1.14 Presubscription Charges

After a Customer's initial selection for a presubscribed toll carrier, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port	\$1.49
Additional Line, Trunk or Port	\$1.49

4.2 Dial-Around Compensation Surcharge for Payphones

4.2.1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone which are not paid on a sent paid basis. The Surcharge applies to:

- A. Calling card service
- B. Collect calls
- C. Third party billed
- D. Directory Assistance calls
- E. Pre-paid card service

4.2.2 The Surcharge does not apply to:

- A. Calls paid for by inserting coins
- B. Calls placed from stations other than public/semi-public payphones
- C. Calls placed to the Virginia Telecommunications Relay Service for the hearing impaired
- D. Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier.

4.2.3 The Dial Around Compensation Surcharge rate is \$0.50 per call.

4.3 Local Service Provider Freeze

4.3.1 The Company will make available a local service provider freeze to all residence and business customers on a nondiscriminatory basis at no charge to the end user. This freeze prevents a change in the end user's local service provider unless the end user gives the carrier from whom the freeze was requested his or her express consent.

4.3.2 End users may request a freeze on their local service provider as a means of protection from unauthorized changes. In establishing a freeze, carriers must follow the verification procedures for preferred carrier freezes of the Federal Communications Commission ("FCC") (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

4.3.3 The Company will accept a customer's written or oral authorization, including a three-way call with the customer, the Company and the new local service provider selected by the customer, to lift a freeze previously imposed by the customer on his or her choice of local service provider. In accordance with federal regulations, when engaged in oral authorization to lift a local service provider freeze, the Company must confirm appropriate customer identification data and the customer's intent to lift the freeze. Carriers will impose and lift the freeze in accordance with the then applicable provisions of the federal regulations, the current provisions of which appear at Title 47, Part 64 of the Code of Federal Regulations, 47 C.F.R. 64.1190. Carriers must still follow the verification procedures of the FCC for changing preferred carriers (e.g., independent 3rd party verification, written letter of agency from customers, electronic authorization).

5 INTRALATA TOLL PRESUBSCRIPTION

5.1 General

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

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

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

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

5.2 Presubscription Charge Application

5.2.1 Initial Free Presubscription Choice for New Users

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

Initial free selections available to new end user are:

1. Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
2. Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5.7.1 following.

5.2.2 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5.7.1.

5.2.3 Cancellation of IntraLATA Toll Presubscription by an ITP

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

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

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

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

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

5.3.2 Verification of Orders for Telemarketing

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

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

5.3.2.1.A The customer's billing name and address and each telephone number to be covered by the PIC change order;

5.3.2.1.B The decision to change the PIC to the ITP; and

5.3.2.1.C The customer's understanding of the PIC change fee; or

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

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

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

5.3.4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time. There

is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier.

5.4 PIC Switchback Options

5.4.1 Customer denies requesting change of ITP.

When the Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge.

The ITP is in no way relieved of the FCC requirements for:

- 5.4.1.1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or
- 5.4.1.2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Virginia State Corporation Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Virginia State Corporation Commission, Division of Communications, P.O. Box 1197, Richmond, VA 23218, or by calling toll free on 1-800-552-7945.

5.4.2 Customer requests Switchback to Previous ITP PIC.

When the Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5.7.2.

5.5 IntraLATA Preferred Carrier Freeze Selection

The Company will offer a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

The Federal Communications Commission and the Virginia State Corporation Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3rd party verification, written letter of agency from customer, electronic authorization) and the Virginia State Corporation Commission. The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190.

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier.

Marketing of PIC Freeze Option

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, i.e., 90 days following the Effective Date of this tariff. However, the freeze option is available during that period on Customer request.

5.6 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service.