

**Tariff Schedule Applicable to  
Telecommunications Services Furnished by  
Affordable Voice Communications Inc.  
Between Points Within the State of Maryland**

This tariff sets forth the service offerings, rules, regulations, charges and rates for the provision of non-facilities based resale of intrastate interexchange telecommunications services by Affordable Voice Communications Inc. (Company) between points within the State of Maryland.

This tariff is filed pursuant to the requirements of the Maryland Public Service Commission (Commission). Copies of this tariff are available for inspection at the Commission, 6 St. Paul Street, Baltimore, MD 21202 (telephone toll-free 1-800-492-0474), and at the Company's office at 1000 North Main Street, Las Cruces, NM 88001-1126, during normal business hours. Viewing is also available electronically through the Company's World Wide Web site at [www.avcinc.com](http://www.avcinc.com).

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**Issued By:** Charles R. Combs, President  
Affordable Voice Communications Inc.  
1000 North Main, Las Cruces, NM 88001-1126

**Tariff Format**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

**Check Sheet**

Sheets 1 through 37 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	1 <sup>st</sup> Revision	21	Original
2	Original	22	Original
3	1 <sup>st</sup> Revision	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	1 <sup>st</sup> Revision
11	Original	31	Original
12	Original	32	1 <sup>st</sup> Revision
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original	37	1 <sup>st</sup> Revision
18	Original	38	1 <sup>st</sup> Revision
19	Original	39	1 <sup>st</sup> Revision
20	Original		

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Table of Contents

1 GENERAL..... 5
1.1 EXPLANATION OF SYMBOLS.....5
1.2 APPLICATION OF THE TARIFF .....5
1.3 DEFINITIONS.....6
2 RULES AND REGULATIONS ..... 8
2.1 UNDERTAKING OF THE COMPANY .....8
2.2 OBLIGATIONS OF THE CUSTOMER.....9
2.3 LIABILITY OF THE COMPANY .....11
2.4 APPLICATION FOR SERVICE .....13
2.5 PAYMENT FOR SERVICE.....15
2.6 CUSTOMER DEPOSITS.....16
2.7 LATE PAYMENT CHARGES.....17
2.8 CUSTOMER COMPLAINTS AND BILLING DISPUTES .....18
2.9 ALLOWANCE FOR INTERRUPTIONS IN SERVICE .....19
2.10 TAXES AND FEES.....20
2.11 RETURNED PAYMENT CHARGE.....20
2.12 DIRECTORY ASSISTANCE CALL ALLOWANCE .....21
2.13 SPECIAL CUSTOMER ARRANGEMENTS.....21
2.14 TERMINATION OF SERVICE .....21
2.15 UNLAWFUL USE OF SERVICE .....25
2.16 INTERFERENCE WITH OR IMPAIRMENT OF SERVICE .....25
2.17 TELEPHONE SOLICITATION BY USE OF RECORDED MESSAGES.....25
2.18 INCOMPLETE CALLS.....26
2.19 OVERCHARGE/UNDERCHARGE .....26
2.20 WRITTEN COMMUNICATIONS.....26
2.21 BILLING PERIOD .....27
2.22 TIMING OF CALLS.....27
2.23 CALL CHARGE CALCULATION.....28
2.24 CUSTOMER BILL CALCULATION.....28
2.25 CALL CHARGE CREDITS.....29
2.26 PRIVACY.....29
3 DESCRIPTION OF SERVICES ..... 30
3.1 APPLICATION PROCESS .....30
3.2 CUSTOMER SERVICE .....32
3.3 TRIAL SERVICES .....32
3.4 PROMOTIONAL OFFERINGS .....33
3.5 SERVICES.....33
4 RATES AND CHARGES ..... 35
4.1 CALCULATION OF RATES.....35
4.4 SERVICE RATE ELEMENTS.....36
4.5 SERVICE RATES .....37
4.6 SERVICE DISCOUNTS.....38

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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 Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to residential and to business Customers.
- 1.2.3 The Company's service territory is statewide

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*1 General, Continued***1.3 Definitions**

- 1.3.1 Actual Call Duration** is the actual measured duration of a completed call, measured in whole seconds.
- 1.3.2 Authorization Code** is a pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Company's travel calling card service network to identify the caller and validate the caller's authorization to use the services provided.
- 1.3.3 Authorized User** is a person, firm, corporation, or any other entity authorized by the Customer to utilize the Company's service under the terms and conditions of this tariff. The Customer remains responsible for payment of services.
- 1.3.4 Billing Increment** is the smallest unit of chargeable call time. The Billing Increment is specified by product.
- 1.3.5 Billing Period** is the period of time commencing with one day of the month and running up to the start of the same day in the following month. The start day of the Billing Period is assigned by the Company as the day of Customer registration or a day up to ten (10) days prior to registration.
- 1.3.6 Call Charge** is the total charge for a completed call calculated as the sum of the charges for the Payphone Surcharge, the Per Call Surcharge, the Operator Assistance Surcharge and the Call Duration Charge.
- 1.3.7 Carrier** refers to Affordable Voice Communications Inc.
- 1.3.8 Commission** means the Maryland Public Service Commission.
- 1.3.9 Company** refers to Affordable Voice Communications Inc.
- 1.3.10 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.
- 1.3.11 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.

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*1 General, Continued*

*1.3 Definitions, Continued*

**1.3.12 LATA** refers to Local Access and Transport Area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a Local Exchange Company provides communications services.

**1.3.13 LEC** refers to Local Exchange Company.

**1.3.14 Minimum Call Duration** is the minimum duration of all completed calls for a specific service. Actual Call Durations for a specific service which are less than the Minimum Call Duration are set to the Minimum Call Duration. The Minimum Call Duration is specified by product.

**1.3.15 Per Call Surcharge** is the duration independent charge component of every completed call. The amount of the Per Call Surcharge is specified by product.

**1.3.16 PIC** refers to Presubscribed Interexchange Carrier

**1.3.17 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.

**1.3.18 Service** means any telecommunications service(s) provided by the Carrier under this tariff.

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

**1.3.20 Subscriber** refers to Customer.

**1.3.21 Utility** refers to Affordable Voice Communications Inc.

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## 2 Rules and Regulations

### 2.1 Undertaking of the Company

- 2.1.1** This tariff contains the regulations and rates applicable to the provision of intrastate interexchange resale telecommunications services by Affordable Voice Communications Inc. (Company) between points within the State of Maryland as specified in this tariff.
- 2.1.2** The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3** Service is offered to residential, single-line business and multi-line business Customers. All Customers are offered the same discounts and promotions. All Customers are required to have Internet access, an Electronic Mail (E-Mail) address and access and have a valid Visa or MasterCard credit card for charging service usage.
- 2.1.4** All services are offered on a postpaid basis.
- 2.1.5** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available.
- 2.1.6** All terms, conditions and limitations of liability contained in this tariff apply to all intrastate services provided by the Company within the State of Maryland, including those where charges are established pursuant to contract, unless the contract explicitly provides otherwise.
- 2.1.7** Service is restricted to Customers served by Local Exchange Carriers providing intraLATA and interLATA presubscription.
- 2.1.8** All service provided under this tariff is directly or indirectly controlled by the Company and neither the Customer nor its Authorized Users may transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

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2 *Rules and Regulations, Continued*

## **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.

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2 *Rules and Regulations, Continued*

2.2 *Obligations of the Customer, Continued*

**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.

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2 *Rules and Regulations, Continued*

### **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.

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2 *Rules and Regulations, Continued*

2.3 *Liability of the Company, Continued*

**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 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.

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2 *Rules and Regulations, Continued*

2.3 *Liability of the Company, Continued*

**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 FOTHER HEREIN.

**2.3.7.2** Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any limitation of liability imposed by the Company should be upheld in a court of law.

**2.3.7.3** Y2K: The Company will operate as specified in its agreement with Customer during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by Year 2000 defects in the Company's hardware, software or systems. Due to the interdependence among telecommunications companies and the interrelationship with non-Company processes, equipment and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premise equipment; or (3) Customer. In addition, the Company does not ensure compatibility between Company services and non-Company services used by Customer.

**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.

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2 *Rules and Regulations, Continued*

2.4 *Application for Service, Continued*

2.4.1 *Minimum Contract Period, Continued*

**2.4.1.2** Except as provided in 2.4.1.1 preceding, 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:

**2.4.2.2.1** The total costs of installing and removing such facilities; or

**2.4.2.2.2** 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 *Rules and Regulations, Continued*

**2.5 Payment for Service**

- 2.5.1** Service will be billed 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 2.15 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** For a pre-paid local carrier, Customers pay in advance the monthly flat rate charge for local service. Customers will be billed prior to the expiration of their current pre-paid service period. If payment is not received by the due date for the next pre-paid service period, service may be disconnected. While it is the Company's intent not to offer the Customer usage sensitive services (including Directory Assistance), if the Customer does incur usage sensitive charges, the Customer will be billed as soon as practical and the Customer may be disconnected if payment is not received as provided in Section 2.15.
- 2.5.4** The Company directly bills by issuing a debit to the Customer's registered credit card and sending a notification, via E-Mail, to the Customer's registered E-Mail address. The end of Billing Period notification contains the complete billing advice for the entire Billing Period. Customers may, at any time, obtain the details of all charges for the current Billing Period up through the previous day through Customer Service.
- 2.5.5** If the first Billing Period is less than one month, the Company will prorate the recurring monthly charges accordingly.

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2 *Rules and Regulations, Continued*

## 2.6 Customer Deposits

- 2.6.1** The Carrier agrees to abide by the regulations associated with nonresidential Customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time.
- 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 Maryland 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 Maryland;
  - 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 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 Code of Maryland Regulations 20.30.02. 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 Maryland 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 Maryland;
  - 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.

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2 *Rules and Regulations, Continued*

2.6 *Customer Deposits, Continued*

- 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** Advanced payments for installation costs or special construction will be credited on the first bill in their entirety.
- 2.6.7** Customer deposits shall be maintained in a bank located in Maryland. 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 in COMAR 20.30.01.04 (for non-residential customers) or COMAR 20.30.02.04 (for residential customers) as appropriate.

**2.7 Late Payment Charges**

- 2.7.1** The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. 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 in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.
- 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 in compliance with COMAR 20.30.03.01.A(1).

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2 *Rules and Regulations, Continued*

**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:

Office of External Relations

Maryland Public Service Commission

6 St. Paul Street

Baltimore, MD 21202

410-767-8028 (Office of External Relations)

410-767-8000 (Main PSC number)

1-800-492-0474 (Toll-free PSC number)

**2.8.3** The Company provides the following toll free numbers (1-505-523-7500 from Customer presubscribed telephones or 1-877-523-7500 from any other telephone) for Customers to contact the Carrier in accordance with COMAR 20.45.04.02.B.

**2.8.4** The Company will not collect attorney fees or court costs from Customers.

2 *Rules and Regulations, Continued***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, and billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

**2.9.2** Credit allowances for interruptions of service which are not due to the Company's inspection or testing, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff.

**2.9.3** It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which Customer desires a credit allowance. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

**2.9.4** For purposes of credit computation every Billing Period shall be considered to have 30 days. The Customer shall be credited for an interruption of one-day (24 hours) or more at the rate of 1/30th of the Billing Period charge for the services affected for each day that the interruption continues.

**2.9.5** Credit Formula:

$$\text{Credit} = A/30 \times B$$

Where: A = outage time in days; B = monthly charge.

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2 *Rules and Regulations, Continued*

**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 Payment Charge****2.11.1 Returned Check Charge**

**2.11.2** The charge for a returned check is \$25. At the option of the Company, this charge may be waived, because of extenuating circumstances (e.g., bank error).

**2.11.3 Rejected Credit Card Debit**

**2.11.3.1** The Company reserves the right to assess a charge of \$25.00 whenever a credit card debit presented for payment of service is not accepted by the institution which issued the credit card. At the option of the Company, this charge may be waived, because of extenuating circumstances (e.g., bank error).

**2.11.3.2** The Company will notify the Customer (see 2.20) when the Company learns of a rejected credit card debit. If a guaranteed form of payment is not received within the period specified in 2.7.3, after the debit is applied to the credit card, the payment will be considered late.

**2.11.3.3** The Company urges Customers to contact Customer Service for deferment (see 2.21.3) if they know a credit card debit will be rejected.

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2 *Rules and Regulations, Continued*

## **2.12 Directory Assistance Call Allowance**

**2.12.1** Residential Customers shall receive six free directory assistance calls per month with two requests per call. Charges will not be levied for Directory Assistance on an individual who suffers from a physical or visual disability that precludes the use of a telephone directory.

## **2.13 Special Customer Arrangements**

**2.13.1** 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.

## **2.14 Termination of Service**

### **2.14.1 Denial of Service Without Notice**

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

**2.14.1.1 Hazardous Condition.** For a condition on the Customer's premises determined by the Company to be hazardous.

**2.14.1.2 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.

**2.14.1.3 Tampering With Company Property.** Customer's tampering with equipment furnished and owned by the Company.

**2.14.1.4 Unauthorized Use of Service.** Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.

**2.14.1.5 Illegal use of Service.** Customer's use of service or equipment in a manner to violate the law.

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2 *Rules and Regulations, Continued*

2.14 *Termination of Service, Continued*

**2.14.2 Denial of Service Requiring Notice**

**2.14.2.1** 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, or as otherwise specified in this tariff, in which to remove the cause for denial:

**2.14.2.1.1 Non-compliance with Regulations.** For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.

**2.14.2.1.2 Failure on Contractual Obligations.** For failure of the Customer to fulfill his contractual obligations for service or facilities subject to regulation by the Maryland Public Service Commission.

**2.14.2.1.3 Refusal of Access.** For failure of the Customer to permit the Company to have reasonable access to its equipment.

**2.14.2.1.4 Non-payment of Bill.**

**2.14.2.1.4.1** 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.

**2.14.2.1.4.2** 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.

**2.14.2.1.4.3** 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.

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*2 Rules and Regulations, Continued**2.14 Termination of Service, Continued**2.14.2 Denial of Service Requiring Notice, Continued*

- 2.14.2.1.4.4** 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.
- 2.14.2.1.4.5** Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.
- 2.14.2.1.4.6** 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 Code of Maryland Regulations 20.45.04.
- 2.14.2.2** For Rejected Credit Card Debit: The Customer whose credit card debit is rejected for any reason shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.14.2.3** For Lack of Use: The Company, by written notice to the Customer, may discontinue service in the same manner as provided for nonpayment of overdue charges if after sixty (60) days the service has not been used.
- 2.14.2.4** For Expired Credit Card: The Company will notify the Customer via E-Mail thirty-one (31) days prior to the expiration of their registered credit card. If new valid credit card information is not provided to the Company before the expiration of the credit card, the Company will terminate service on the penultimate day of expiration and bill the Customer for unpaid services.

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2 *Rules and Regulations, Continued*

2.14 *Termination of Service, Continued*

**2.14.3 Insufficient Reasons for Denial of Service**

**2.14.3.1** The following may not constitute cause for refusal of service to a present or prospective Customer:

**2.14.3.1.1** Failure of a prior Customer to pay for service at the premises to be serviced;

**2.14.3.1.2** Failure to pay for a different class of service for a different entity;

**2.14.3.1.3** Failure to pay the bill of another Customer as guarantor of that bill;

**2.14.3.1.4** Failure to pay directory advertising charges;

**2.14.3.1.5** Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or,

**2.14.3.1.6** Failure to pay an outstanding bill that is over 7 years old, unless the:

**2.14.3.1.6.1** Customer signed an agreement to pay the outstanding bill before the expiration of this period;

**2.14.3.1.6.2** 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

**2.14.3.1.6.3** Outstanding bill is for service obtained by the Customer by means of an application made:

**2.14.3.1.6.3.1** In a fictitious name,

**2.14.3.1.6.3.2** In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,

**2.14.3.1.6.3.3** In the name of a third party without disclosing that fact or without bonafide authority from the third party, or

**2.14.3.1.6.3.4** Without disclosure of a material fact or by misrepresentations of a material fact.

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

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2 *Rules and Regulations, Continued*

### **2.15 Unlawful Use of Service**

**2.15.1** 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:

**2.15.1.1** 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

**2.15.1.2** 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.

**2.15.2** 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.

### **2.16 Interference with or Impairment of Service**

**2.16.1** Service shall not be used in any manner which 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.

### **2.17 Telephone Solicitation by Use of Recorded Messages**

**2.17.1** 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.

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2 *Rules and Regulations, Continued*

**2.18 Incomplete Calls**

**2.18.1** 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.

**2.19 Overcharge/Undercharge**

**2.19.1** Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

**2.19.2** When a Customer has been overcharged, the amount shall be refunded or credited to the Customer.

**2.20 Written Communications**

**2.20.1** The primary method of communications between the Customer and the Company is via E-Mail. The secondary method of communications is using regular postal mail. The secondary method is used when the primary method fails for communications concerning rejected credit card debits, late payments, discontinuance of service and termination of service.

**2.20.2** The Company is responsible for verifying the E-Mail address of all received E-Mail communications against the registered E-Mail addresses of Customers. All verified communications will be acknowledged via E-Mail by the Company within one (1) business day. Unverified communications will not be acted upon except for being returned to their originator via E-Mail by the Company.

**2.20.3** Customers are responsible for acknowledging all E-Mail communications concerning rejected credit card debits, late payments, discontinuance of service and termination of service from the Company within five (5) business days. If the E-Mail is undeliverable or the acknowledgement is not received by the Company within the five (5) business days, the E-Mail communication will be resent and a copy will be sent by regular mail to the Customer's registered credit card address.

**2.20.4** The Company shall not be liable for interruptions, delays, errors, defects, or losses in E-Mail Communications beyond the E-Mail service for which the Company has control over.

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2 *Rules and Regulations, Continued*

### **2.21 Billing Period**

- 2.21.1** Customers are assigned a Billing Period when they register for the Company's services. The start day of the Billing Period is assigned by the Company as the day of Customer registration or a day up to ten (10) days prior to registration. The first Billing Period may be up to ten (10) days less than one month in which case, recurring charges will be prorated accordingly. Thereafter, the Billing Period commences with the selected start day of the month and runs up to the start of the same day in the following month.
- 2.21.2** The Customer is billed at the end of the Billing Period, unless the Company decides to defer the billing until the end of the next Billing Period.
- 2.21.3** The Company may defer the billing until the next Billing Period if requested by the Customer for a hardship reason. The decision to defer is made solely by the Company.
- 2.21.4** The Company may backbill up to one (1) year for services which were not included during the relevant Billing Period.

### **2.22 Timing of Calls**

- 2.22.1** Actual Call Duration is determined as follows, unless otherwise specified in this tariff.
- 2.22.2** Actual Call Duration timing begins when the called party answers the call (i.e., when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 2.22.3** Actual Call Duration timing ends when one of the parties disconnects from the call.
- 2.22.4** Actual Call Duration timing is measured in whole seconds.

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2 *Rules and Regulations, Continued*

### **2.23 Call Charge Calculation**

- 2.23.1** Call Charge is based on Actual Call Duration and the rates and charges specified by product in this tariff and calculated as specified in this section, unless otherwise specified in this tariff.
- 2.23.2** The Actual Call Duration is determined as specified in 2.22, Timing of Calls.
- 2.23.3** For Call Charge calculation purposes, the Rate Per Minute, the Per Call Surcharge, the Operator Assistance Surcharge and the Payphone Surcharge Per Call are specified by product in subsequent sections of this tariff.
- 2.23.4** The Call Charge is the sum of: 1) the product of the Call Duration (in seconds) multiplied by the Rate Per Minute divided by 60 (seconds in one minute), 2) the Per Call Surcharge, 3) the Operator Assistance Surcharge if the call was assisted by an operator, and 4) the Payphone Surcharge Per Call if applicable.
- 2.23.5** All mathematical calculations for the Call Charge are performed with more than six (6) decimal places of precision. Each Call Charge is rounded to six (6) decimal places when rendered.

### **2.24 Customer Bill Calculation**

- 2.24.1** Individual service charges and Call Charges are maintained with more than six (6) decimal places of precision during the calculation of a Customer Bill.
- 2.24.2** All subtotals of service charges and Call Charges are calculated with more than six (6) decimal places of precision. Each subtotal is rounded to six (6) decimal places when rendered.
- 2.24.3** All applicable discounts are applied to service and Call Charge subtotals before calculating any taxes. Discounts are calculated with more than six (6) decimal places of precision.
- 2.24.4** All taxes are calculated with a precision of more than six (6) decimal places and rounded to two (2) decimal places for rendering and adding to the Customer Bill total.
- 2.24.5** The total for the Customer Bill is the sum of: 1) each unrounded service and Call Charge subtotal, 2) all applicable rounded taxes and 3) each applicable recurring service charge per Billing Period.

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2 *Rules and Regulations, Continued*

### **2.25 Call Charge Credits**

- 2.25.1** The Company will not bill for unanswered calls. When a Customer claims to the Company of the billing for an uncompleted call, the Company will reasonably issue credit for the call.
- 2.25.2** The Company will not allow a credit for misdialed numbers.
- 2.25.3** The Company will reasonably allow a credit of up to thirty (30) seconds for any call in a Billing Period for which the Customer claimed to the Company that the Customer was given an incorrect number from the Company's Directory Assistance and the call was immediately preceded by a call to Directory Assistance. Determination of the number being incorrect is solely the decision of the Company.
- 2.25.4** The Company will reasonably allow a credit for calls during the Billing Period for which the Customer claimed to the Company that the Customer has no knowledge of placing the call. Allowance for any credit will be the sole decision of the Company. All such claims will be investigated by the Company and may result in the Company recording for verification future calls made by the Customer.
- 2.25.5** The Company will reasonably allow a credit for calls which the Customer claimed to the Company that the quality of the connection prevented two-way voice communication. Allowance for any credit will be the sole decision of the Company. All such claims will be investigated by the Company and may result in the Company recording for verification future calls made by the Customer.
- 2.25.6** All claims for credit from Customers must be received by the Company within one year from when the charge was incurred for which credit is being requested.

### **2.26 Privacy**

- 2.26.1** The Company will not disclose any Customer information except as permitted in this tariff.
- 2.26.2** The Company will use Customer information only to the extent necessary to determine the credit worthiness to become and remain a Customer of the Company. This determination may involve third parties.
- 2.26.3** The Company will disclose information requested by the Commission or any Court order.

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### 3 Description Of Services

#### 3.1 Application Process

- 3.1.1** The Company provides service descriptions, rate information, terms and conditions and the content of this tariff at its World Wide Web site at *www.avcinc.com* on the Internet.
- 3.1.2** Telephone subscribers apply to become Customers by visiting the Company's Web site and completing the registration form. Applicants are required to provide credit card information, information on each telephone number being registered, information on each toll free number being registered, information on each travel calling card being requested, usage information, account information and directory information.
- 3.1.3** The required credit card information includes the type of credit card (Visa or MasterCard), the exact name on the credit card, the credit card number, the expiration date of the credit card and the exact postal address for the credit card holder that is on file with the credit card's issuing bank.
- 3.1.4** The information required for each telephone number being registered includes the exact name the telephone is registered as with their local telephone Company, the exact registered physical postal address of the telephone, the registered class of the telephone's access line (either residential primary, residential non-primary, single line business, or multi-line business), and the taxing jurisdiction of the telephone.
- 3.1.5** The information required for each toll free number being registered includes the toll free number and the registered telephone number to receive the toll free calls.
- 3.1.6** The information required for each travel calling card being requested includes the registered telephone number to be used in the calling card number and a PIN number.
- 3.1.7** The optional usage information includes the maximum amount of services the applicant expects to purchase during any single Billing Period. This amount is used by the Company to trigger a notification via E-Mail to the Customer during the Billing Period.

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*3 Description Of Services, Continued**3.1 Application Process, Continued*

- 3.1.8** The required account information includes the applicant's E-Mail address and a Login Password and optionally a Login Name. The Login Password and either the Company assigned Account Identifier or the Login Name are used to authenticate the Customer for accessing their account information.
- 3.1.9** The optional directory information is a list of telephone numbers and names which the Customer wants to have the name rendered on their billing advice in place of the terminating city for each call to the corresponding telephone number.
- 3.1.10** The Company verifies the applicant's registration information and assigns an Account Identifier to the new Customer. The Company provides the Customer instructions on how to contact their local exchange carrier and how to request the required Presubscribed Interexchange Carrier changes via E-Mail.
- 3.1.11** The Company must receive written proof of tax exemption status before the Company will stop assessing and collecting applicable taxes. Taxes billed before receiving the tax-exempt proof will not be reimbursed by the Company.
- 3.1.12** The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.
- 3.1.13** The Company does not make PIC changes or act as an agent for Customers for making PIC changes.

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3 Description Of Services, Continued

### 3.2 Customer Service

- 3.2.1** The Company provides three (3) types of access to Customer Service for its Customers: World Wide Web, E-Mail, and toll free telephone.
- 3.2.2** The primary access to Customer Service is provided via the Company's World Wide Web site on the Internet. This provides self-administration of account information for the Customer. The Customer gains access to their account information by logging into Customer Service using either the Account Identifier or the Login Name and the Login Password for the account. The Customer is permitted to change credit card information, register additional telephone numbers, unregister existing registered telephone numbers, review charges for the current Billing Period, review the billing advices for the previous twelve (12) Billing Periods, request credit for billed charges, request additional travel calling cards, change their directory information and to terminate service. Credit Card changes are verified while the Customer is on-line. Registering and unregistering telephone numbers and travel calling cards normally may take up to five (5) business days. All other changes take effect immediately.
- 3.2.3** The secondary access to Customer Service is provided by E-Mail addressed to the Company at *Customer-Service@avcinc.com*. Only E-Mail from the Customer's registered E-Mail address will be accepted. The Customer must include their Account Identifier in all correspondence. The body of the message is free-form narrative and must be in either English or Spanish. The Company will acknowledge accepted E-Mails as specified in 2.20.2 and will initiate action upon and respond to the Customer within three (3) business days.
- 3.2.4** The tertiary access to Customer Service is provided by toll free telephone calls from Customer telephones to 1-505-523-7500 or from any telephone to 1-877-523-7500, where the Customer may speak to a Customer Service agent or leave a voice mail recording. The Company will respond to telephone requests within four (4) business days.

### 3.3 Trial Services

- 3.3.1** 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.

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3 *Description Of Services, Continued*

**3.4 Promotional Offerings**

**3.4.1** The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

**3.5 Services**

**3.5.1 Affordable Long Distance Service**

**3.5.1.1** The Company's Affordable Long Distance Service (ALDS) is a "1+" direct dial outbound service.

**3.5.1.2** The ALDS is accessed through standard residential or business switched access lines. The Customer is responsible for obtaining suitable access from the Customer's local exchange carrier. All costs incurred in the installation and use of local access lines is the responsibility of the Customer.

**3.5.1.3** The ALDS is available for Customer use 24 hours a day, seven days a week

**3.5.2 Affordable Toll-Free Number Service**

**3.5.2.1** The Company's Affordable Toll-Free Number Service (ATFNS) is a 1-8XX number inbound service.

**3.5.2.2** ATFNS calls may originate from any valid exchange in the State of Maryland and terminate to the Customer's location at no charge to the calling party.

**3.5.2.3** The ATFNS is terminated through switched access lines.

**3.5.2.4** ATFNS is available for Customer use twenty-four (24) hours a day, seven (7) days a week.

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3 *Description Of Services, Continued*

3.5 *Services, Continued*

**3.5.3 Affordable Calling Card Service**

**3.5.3.1** The Company's Affordable Calling Card Service (ACCS) is a postpaid travel calling card service whereby the Customer or Authorized User places a call from a location other than the Customer's residence or normal place of business.

**3.5.3.2** Access to ACCS is via an "1-8xx" toll-free number. The Customer must input a valid Authorization Code in addition to the destination number with area code.

**3.5.3.3** All ACCS calls originate from and terminate to valid points in the State of Maryland.

**3.5.3.4** ACCS is offered 24 hours a day, seven days a week.

**3.5.4 Affordable Directory Assistance**

**3.5.4.1** Affordable Directory Assistance Service (ADAS) is available to all Customers of the Company.

**3.5.4.2** Charges apply to each call to the ADAS not deemed free as specified in 2.12. Up to two requests may be made on each call to the directory assistance bureau. The ADAS charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

## 4 Rates and Charges

### 4.1 Calculation of Rates

4.1.1 Rates for service are flat fixed rates, that is, they are not sensitive to the mileage to the called telephone Station and do not vary based on time of day, day of week, date, or day or year.

4.1.2 Timing of calls begins when the call is answered at the called station.

### 4.2 Dial-Around Compensation Surcharge for Payphones (if applicable)

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:

4.2.1.1 Calling card service,

4.2.1.2 Collect calls,

4.2.1.3 Third party billed,

4.2.1.4 Directory Assistance calls, and

4.2.1.5 Pre-paid card service.

4.2.2 The Surcharge does not apply to:

4.2.2.1 Calls paid for by inserting coins,

4.2.2.2 Calls placed from stations other than public/semi-public payphones,

4.2.2.3 Calls placed to the Maryland Telecommunications Relay Service for the hearing impaired, or

4.2.2.4 Any calls for which the payphone provider is otherwise compensated pursuant to contract with the Carrier.

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4 *Rates and Charges, Continued*

4.2 *Dial-Around Compensation Surcharge for Payphones (if applicable), Continued*

**4.2.3** The Dial Around Compensation Surcharge rate is \$0.25 per call or for pre-paid cards, as close as possible to \$0.25.

**4.2.4** 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.

**4.3** All rates are expressed in U.S. Dollars.

**4.4 Service Rate Elements**

**4.4.1** The Recurring Charge per Billing Period for Service indicates the usage independent charge for subscribing to the product.

**4.4.2** The Per Call Surcharge indicates the charge for each instance of usage of the product and is independent of the duration of each instance of usage.

**4.4.3** The Minimum Call Duration indicates the minimum chargeable duration of each completed call for each product. The charge is calculated at the Rate Per Minute rate.

**4.4.4** The Billing Increment is the smallest unit of chargeable call time and is specified by product.

**4.4.5** The Rate Per Minute is used in the actual calculation of charges for the use of the Product and is the rate used by the Company in all advertising of the product.

**4.4.6** The Payphone Surcharge Per Call applies to non-coin calls originating from payphones.

**4.4.7** The rates for all products offered by the Company are insensitive to the time of day, the day of the week and the date or day of the year.

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4 *Rates and Charges, Continued***4.5 Service Rates****4.5.1 Affordable Long Distance Service**

<b>Rate Element</b>	<b>IntraLATA</b>	<b>InterLATA</b>
Recurring Charge Per Billing Period For Service	\$0.00	
Per Call Surcharge	\$0.00	
Minimum Call Duration	1 second	
Billing Increment	1 second	
Rate Per Minute	\$0.06900	\$0.06900

**4.5.2 Affordable Toll-Free Number Service**

<b>Rate Element</b>	<b>IntraLATA</b>	<b>InterLATA</b>
Recurring Charge Per Billing Period For Service	\$1.00	
Per Call Surcharge	\$0.00	
Payphone Surcharge Per Call	\$0.25	
Minimum Call Duration	1 second	
Billing Increment	1 second	
Rate Per Minute	\$0.07400	\$0.07400

**4.5.3 Affordable Calling Card Service**

<b>Rate Element</b>	<b>IntraLATA</b>	<b>InterLATA</b>
Recurring Charge Per Billing Period For Service	\$0.00	
Per Call Surcharge	\$0.00	
Payphone Surcharge Per Call	\$0.25	
Operator Assistance Surcharge	\$1.00	
Minimum Call Duration	1 second	
Billing Increment	1 second	
Rate Per Minute	\$0.13700	\$0.13700

**4.5.4 Affordable Directory Assistance**

<b>Rate Element</b>	<b>Value</b>
Recurring Charge Per Billing Period For Service	\$0.00
Per Call Surcharge	\$0.75
Directory Information Items Per Call Charge	2

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4 *Rates and Charges, Continued***4.6 Service Discounts****4.6.1 Volume Discounts**

**4.6.1.1** The Company offers volume discounts to all Customers based on the aggregate charges for Company services. The discount schedule is:

Aggregate Pre-Discount Total Charges Are Between		Volume Discount
\$0.00	\$24.99	0.0%
\$25.00	\$49.99	1.0%
\$50.00	\$74.99	2.0%
\$75.00	\$99.99	3.0%
\$100.00	Or More	4.0%

**4.6.2 Referral Discounts**

**4.6.2.1** The Company offers a discount to Customers for each referral of a new Customer. The discount is earned when the referred Customer has registered as a Customer, has identified the referring Customer by the referring Customer's registered E-Mail address, is accepted as a Customer by the Company, has presubscribed to the Company for intrastate, interstate and international service, has used the Company's services for one (1) Billing Period, and the Company has been reimbursed for these services. The referral discount is ten percent (10%) and is applied to one (1) Billing Period of service. The minimum amount of referral discount is \$1.00 and the maximum referral discount is \$5.00. Only one (1) referral discount will be applied per Billing Period. Additional earned referral discounts will be deferred to the next Billing Period. If the total amount of consumed services during a Billing Period is less than \$1.00, then any referral discounts are deferred to the next Billing Period.

4 *Rates and Charges, Continued*

4.6 *Service Discounts, Continued*

**4.6.3 Discount Limitations**

**4.6.3.1** Earned discounts for a Billing Period are summed before being applied to the charges for services being discounted.

**4.6.3.2**

**4.6.3.3**

**4.6.3.4**

**4.6.3.5** If the Customer's service is terminated, for any reason, all Referral Discounts are eliminated and have no future value.