

**Rules, Regulations, Charges and Rates**  
**For the**  
**Non-Facilities Based Resale**  
**of**  
**Intrastate Interexchange Telecommunications Services**  
**of**  
**Affordable Voice Communications, Inc.**  
**within**  
**the State of New York**

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 locations within the State of New York.

This tariff is filed pursuant to the requirements of Telecommunications Department of the New York Department of Public Service (Department). Copies of this tariff are available for inspection at the Department, Three Empire State Plaza, Albany, NY 12223-1350, 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

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**Case:** 99-C-0908

### Check Sheet

The Title Sheet and sheets listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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

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## **1 Application of Tariff**

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. between locations within the State of New York.

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## **2 Explanation of Symbols**

The following symbols are used for their indicated purpose and will appear in the margin when used.

- (C) **To signify changed listing, rule, or condition, which may affect rates or charges.**
- (D) **To signify discontinued material, including listing, rate, rule, or condition.**
- (I) **To signify an increase.**
- (M) **To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.**
- (N) **To signify new material including listing, rates, rule or condition.**
- (R) **To signify reduction.**
- (S) **To signify reissued material.**
- (T) **To signify change in wording of text but not change in rate, rule, or condition.**

### **3 Tariff Format**

When a tariff filing is made with the Department, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new sheets 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 sheet if this is the only kind of change made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to determine if a particular sheet is the most current on file with the Department.

#### **3.1 Sheet Numbering**

Sheet numbers appear in the upper right corner of each sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 5 and 6 would be sheet 5.1.

#### **3.2 Sheet Revision Numbers**

Revision numbers appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet revision on file with the Department. For example, the 2<sup>nd</sup> revised sheet 5 cancels the 1<sup>st</sup> revised sheet 5. Because of various suspension periods, deferrals, etc., the Department follows in their tariff approval process, the most current sheet number on file with the Department is not always the tariff sheet in effect. Consult the Check Sheet for the sheets currently in effect.

#### **3.3 Paragraph Numbering Sequence**

There are multiple levels of paragraph coding. Each level of coding is subservient to its next higher level. For example:

- 3.
- 3.1.
- 3.1.1.
- 3.1.1.1.

#### **4 Explanation of Abbreviations**

- LATA** 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.
- LEC** Local Exchange Company.
- PIC** Presubscribed Interexchange Carrier

## 5 Technical Terms and Abbreviations

**Actual Call Duration** The actual measured duration of a completed call, measured in whole seconds.

**Authorization Code** 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.

**Authorized User** 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.

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

**Billing Period** 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.

**Billing Threshold** The threshold amount of services a Customer is allowed to use before the Company will debit the Customer's registered credit card.

**Call Charge** 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.

**Company** Affordable Voice Communications, Inc. unless otherwise clearly indicated by the context.

**Customer** The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Department** New York Department of Public Service.

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5 *Technical Terms and Abbreviations (Continued)*

**Minimum Call Duration** 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.

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

**Subscriber** See Customer.

## **6 Rules and Regulations**

### **6.1 Application**

- 6.1.1 This tariff contains the regulations and rates applicable to the provision of intrastate resale telecommunications services by Affordable Voice Communications, Inc. (Company) between points within the State of New York as specified in this tariff.
- 6.1.2 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.
- 6.1.3 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.
- 6.1.4 All terms, conditions and limitations of liability contained in this tariff apply to all intrastate services provided by the Company within the State of New York, including those where charges are established pursuant to contract, unless the contract explicitly provides otherwise.
- 6.1.5 Service is restricted to Customers served by Local Exchange Carriers providing intraLATA and interLATA presubscription.

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6 *Rules and Regulations (Continued)*

**6.2 Written Communications**

- 6.2.1 All written communications between the Customer and the Company are via E-Mail.
- 6.2.2 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.
- 6.2.3 Customers are responsible for acknowledging all E-Mail communications from the Company within five (5) business days. If the acknowledgement is not received by the Company, the E-Mail communication will be resent.
- 6.2.4 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.

6 *Rules and Regulations (Continued)*

**6.3 Obligation and Liability of the Company**

**6.3.1 Furnishing of Service**

- 6.3.1.1 The Company's services are furnished for communications originating within the State of New York under terms of this tariff.
- 6.3.1.2 The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 6.3.1.3 The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network.

**6.3.2 Transmitting Messages**

- 6.3.2.1 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connection.

**6.3.3 Maintenance and Repair**

- 6.3.3.1 Without incurring liability, the Company may temporarily interrupt the provision of Service at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and facilities.
- 6.3.3.2 If for any reason, Service is interrupted, the Customer will only be charged for the Service that was actually used.
- 6.3.3.3 The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.

6 *Rules and Regulations (Continued)*

6.3 *Obligation and Liability of the Company (Continued)*

**6.3.4 Liability**

- 6.3.4.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, maintaining, restoring, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.
- 6.3.4.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 6.3.4.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.
- 6.3.4.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with the Department's Rules and Regulations.
- 6.3.4.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, the Customer's agents, or Authorized Users, or by facilities or equipment provided by the Customer.

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6 *Rules and Regulations (Continued)*

6.3 *Obligation and Liability of the Company (Continued)*

6.3.4 *Liability (Continued)*

6.3.4.6 The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorneys' fees) against:

6.3.4.6.1 Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or servicemark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

6.3.4.6.2 Claims for patent infringement arising from combining or connecting the Company's services with facilities, equipment, apparatus or systems of the Customer; and

6.3.4.6.3 All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, the Customer's agents or Authorized Users, in connection with any service or facilities or equipment provided by the Company.

6 *Rules and Regulations (Continued)*

**6.4 Use of Service**

**6.4.1 Use of Service**

- 6.4.1.1 Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 6.4.1.2 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.
- 6.4.1.3 The Company's service may be used with communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.
- 6.4.1.4 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.
- 6.4.1.5 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

**6.4.2 Abuse or Fraudulent Use of Service**

- 6.4.2.1 The Company reserves the right to assess a one (1) minute charge on all calls with a duration of less than one (1) minute if the number of such calls in any Billing Period exceeds two (2) times the state wide statistical average for the number of completed calls under one (1) minute in duration. The determination of the statistical average is solely by the Company.
- 6.4.2.2 The use of the Company's Service without payment for Service or attempting to avoid payment for Service by fraudulent means or devices, schemes, false or invalid numbers or false calling or credit cards is prohibited.

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6 *Rules and Regulations (Continued)*

6.4 *Use of Service (Continued)*

**6.4.3 Use of Service for Unlawful Purposes**

- 6.4.3.1 Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.
- 6.4.3.2 A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.
- 6.4.3.3 A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.
- 6.4.3.4 The requirements of 6.4.3.2 and 6.4.3.3 are waived for Broadcast licensees who use a recording device to record a conversation for broadcast if all parties to the conversation are aware that the conversation will be broadcast.

6 *Rules and Regulations (Continued)*

**6.5 Establishment and Furnishing of Service**

**6.5.1 Application for Service**

- 6.5.1.1 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.
- 6.5.1.2 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.
- 6.5.1.3 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.
- 6.5.1.4 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.
- 6.5.1.5 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.
- 6.5.1.6 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.
- 6.5.1.7 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.

*6 Rules and Regulations (Continued)*

*6.5 Establishment and Furnishing of Service (Continued)*

*6.5.1 Application for Service (Continued)*

- 6.5.1.8 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.
- 6.5.1.9 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.
- 6.5.1.10 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.
- 6.5.1.11 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.
- 6.5.1.12 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.
- 6.5.1.13 The Company does not make PIC changes or act as an agent for Customers for making PIC changes.

**6.5.2 Advance Payments**

- 6.5.2.1 For Customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed the estimated charges for two (2) Billing Periods as an advance payment for service. This will be applied against the next Billing Period's charges and a new advance payment may be collected for the next Billing Period, if necessary.

6 *Rules and Regulations (Continued)*

6.5 *Establishment and Furnishing of Service (Continued)*

**6.5.3 Deposits and Contracts of Guaranty**

6.5.3.1 The Company reserves the right to examine the credit record of the Customer. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit or contract of guaranty which the Company may apply against overdue charges. The amount of the security deposit or contract of guaranty shall not exceed two Billing Periods estimated usage, may vary with the Customer's credit history and projected usage, and be collected and maintained in accordance with Department rules. The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

**6.5.4 Customer Service**

6.5.4.1 The Company provides three (3) types of access to Customer Service for its Customers: World Wide Web, E-Mail, and toll free telephone.

6.5.4.2 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.

6.5.4.3 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 6.2.2 and will initiate action upon and respond to the Customer within three (3) business days.

6.5.4.4 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.

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6 *Rules and Regulations (Continued)*

**6.6 Billing and Payment**

**6.6.1 Responsibility for Charges**

- 6.6.1.1 Charges for installations, service connections, moves, rearrangements, and prepaid services, where applicable, are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.
- 6.6.1.2 The Customer is responsible for payment of all charges for services furnished to the Customer by the Company.

**6.6.2 Billing Period**

- 6.6.2.1 Customers are assigned a Billing Period when they register for the Company's services.
- 6.6.2.2 The Company applies a progressive Billing Threshold on all Customers as specified in the following table. All Customers begin at the first Billing Threshold Step and progress to the next Billing Threshold Step when a successful billing is achieved at the current step. Whenever a Billing Threshold Level is reached during a Billing Period, the Customer is billed. If the billing is unsuccessful, the Customer starts over at the first Billing Threshold Step.

<b>Billing Threshold</b>	
<b>Step</b>	<b>Level</b>
1	\$25.00
2	\$50.00
3	\$100.00
4	\$200.00
5	\$500.00
6	\$1,000.00
7	\$2,500.00
8	\$5,000.00
9	No Limit

- 6.6.2.3 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 or until the Billing Threshold is reached as specified in 6.6.2.2.
- 6.6.2.4 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.

6 *Rules and Regulations (Continued)*

6.6 *Billing and Payment (Continued)*

**6.6.3 Payment for Service**

6.6.3.1 All charges due by the Customer are payable to the Company or any agent duly authorized to receive such payments. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

6.6.3.2 The Company reserves the right to bill any and all applicable taxes and fees in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: federal excise tax, state, county and municipal gross receipts tax and federal and state mandated fees. Such taxes and fees are in addition to rates as quoted in this tariff and will be itemized separately on Customer billing advices.

6.6.3.3 The Company 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 notification for Billing Threshold bills indicate the date and total amount debited. 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.

**6.6.4 Rejected Credit Card Debit**

6.6.4.1 The Company reserves the right to assess a charge of \$20.00 whenever a credit card debit presented for payment of service is not accepted by the institution which issued the credit card. Customers are urged to contact the Company in advance for consideration of alternative methods of payment.

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6.6.4.2 The Company urges Customers to contact Customer Service for deferment (see 6.6.2.4) if they know a credit card debit will be rejected.

**6.6.5 Late Payment Fees**

6.6.5.1 The Company reserves the right to assess a late payment fee of 1.5% per month on any past due balance. A balance becomes past due if a credit card debit is rejected as specified in 6.6.4.

6 *Rules and Regulations (Continued)*

**6.7 Discontinuance of Service**

- 6.7.1 The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.
- 6.7.2 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 6.7.3 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.

6 *Rules and Regulations (Continued)*

**6.8 Termination of Service**

- 6.8.1 Service continues to be provided until canceled by the Customer, in writing, or until discontinued by the Company as set forth below. The Company may bill subsequent to the termination of service for charges incurred before termination.
  - 6.8.1.1 For Nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is more than 30 days overdue.
  - 6.8.1.2 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.
  - 6.8.1.3 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.
  - 6.8.1.4 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.
  - 6.8.1.5 For any violation of law or of any of the provisions governing the furnishing of service under this tariff. The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.

6 *Rules and Regulations (Continued)*

6.8 *Termination of Service (Continued)*

6.8.1 *(Continued)*

- 6.8.1.6 For the Company to comply with any order or request of any governmental authority having jurisdiction. The Customer shall be subject to discontinuance of service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 6.8.1.7 For unauthorized or unlawful use of Calling Card numbers and Authorization Codes. Calling Card numbers and Authorization Codes are issued only by the Company to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or codes shall result in the immediate termination of service without notice.
- 6.8.2 If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

6 *Rules and Regulations, (Continued)*

**6.9 Timing of Calls**

- 6.9.1 Actual Call Duration is determined as follows, unless otherwise specified in this tariff.
- 6.9.2 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.
- 6.9.3 Actual Call Duration timing ends when one of the parties disconnects from the call.
- 6.9.4 Actual Call Duration timing is measured in whole seconds.

**6.10 Call Charge Calculation**

- 6.10.1 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.
- 6.10.2 The Actual Call Duration is determined as specified in 6.9, Timing of Calls.
- 6.10.3 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.
- 6.10.4 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) by the Operator Assistance Surcharge if the call was assisted by an operator, and 4) by the Payphone Surcharge Per Call if the call originated from a payphone.
- 6.10.5 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.

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Affordable Voice Communications, Inc.  
1000 North Main, Las Cruces, NM 88001-1126

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6 *Rules and Regulations (Continued)*

**6.11 Customer Bill Calculation**

- 6.11.1 Individual service charges and Call Charges are maintained with more than six (6) decimal places of precision during the calculation of a Customer Bill.
- 6.11.2 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.
- 6.11.3 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.
- 6.11.4 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.
- 6.11.5 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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6 *Rules and Regulations (Continued)*

**6.12 Call Charge Credits**

- 6.12.1 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.
- 6.12.2 The Company will not allow a credit for misdialed numbers.
- 6.12.3 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.
- 6.12.4 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.
- 6.12.5 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.
- 6.12.6 All claims for credit from Customers must be received by the Company within one hundred eighty (180) days from when the charge was incurred for which credit is being requested.

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6 *Rules and Regulations (Continued)*

**6.13 Other Adjustments**

6.13.1 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.

6.13.2 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.

6.13.3 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.

6.13.4 Credit Formula:

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

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

6 *Rules and Regulations (Continued)*

**6.14 Privacy**

6.14.1 The Company will not disclose any Customer information except as permitted in this tariff.

6.14.2 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.

6.14.3 The Company will disclose information requested by the Department or any Court order.

## **7 Description of Service**

The Company offers direct dialed service, inbound toll-free number service, travel calling card services, operator assistance services and directory assistance services for communications originating and terminating within the State of New York under terms of this tariff.

### **7.1 Territory Served**

The Company offers all of its services to all areas of the State of New York where intraLATA and interLATA presubscription is available.

### **7.2 Description of Services**

#### **7.2.1 Affordable Long Distance Service**

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

7.2.1.2 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.

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

#### **7.2.2 Affordable Toll-Free Number Service**

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

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

7.2.2.3 The ATFNS is terminated through switched access lines.

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

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7 *Description of Service, (Continued)*

7.2 *Description of Services, (Continued)*

**7.2.3 Affordable Calling Card Service**

7.2.3.1 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.

7.2.3.2 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.

7.2.3.3 All ACCS calls originate from and terminate to valid locations in the State of New York.

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

**7.2.4 Affordable Directory Assistance**

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

7.2.4.2 Charges apply to each call to the ADAS. 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.

## **8 Rates**

All rates are expressed in U.S. Dollars.

### **8.1 Service Rate Elements**

- 8.1.1 The Recurring Charge per Billing Period for Service indicates the usage independent charge for subscribing to the product.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 The Billing Increment is the smallest unit of chargeable call time and is specified by product.
- 8.1.5 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.
- 8.1.6 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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8 Rates, (Continued)

**8.2 Service Rates**

**8.2.1 Affordable Long Distance Service**

Rate Element	IntraLATA	InterLATA
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	\$0.07500	\$0.07500

**8.2.2 Affordable Toll-Free Number Service**

Rate Element	IntraLATA	InterLATA
Recurring Charge Per Billing Period For Service	\$1.00	
Per Call Surcharge	\$0.00	
Payphone Surcharge Per Call	\$0.30	
Minimum Call Duration	1 second	
Billing Increment	1 second	
Rate Per Minute	\$0.08000	\$0.08000

**8.2.3 Affordable Calling Card Service**

Rate Element	IntraLATA	InterLATA
Recurring Charge Per Billing Period For Service	\$0.00	
Per Call Surcharge	\$0.00	
Payphone Surcharge Per Call	\$0.30	
Operator Assistance Surcharge	\$1.00	
Minimum Call Duration	1 second	
Billing Increment	1 second	
Rate Per Minute	\$0.13700	\$0.13700

**8.2.4 Affordable Directory Assistance**

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

8 Rates, (Continued)

**8.3 Service Discounts**

**8.3.1 Volume Discounts**

8.3.1.1 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%

**8.3.2 Referral Discounts**

8.3.2.1 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.

**8.3.3 Discount Limitations**

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

8.3.3.2

8.3.3.3

8.3.3.4

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

## **9 Special Service Offerings**

### **9.1 Promotions**

9.1.1 From time to time the Company shall, at its option, promote subscription or stimulate service usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

9.1.2 All promotions will be presented to the Department for approval.

### **9.2 Contract Services**

9.2.1 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized-features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. The rates and terms of contracted services shall be made available to all similarly situated Customers in the target market area. C  
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