
CHECK SHEET

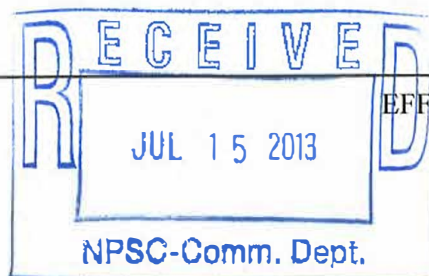
Sheets 1 through 64, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>	<u>SHEET</u>	<u>REVISION LEVEL</u>
1	Original	31	First Revised	55	Original
2	Forty Third Revised*	31.1	Original	56	Original
3	Original	31.2	Original	57	Original
4	Original	31.3	First Revised	58	Original
5	Original	31.4	Original	59	First Revised
6	Original	31.5	Original	60	Original
7	Original	32	Original	61	Original
8	Original	32.1	Original	62	Original
9	Original	33	Second Revised	63	Original
10	Original	34	Second Revised	64	Twenty Fourth Revised*
11	Original	35	Third Revised		
12	Original	35.1	Original		
13	Original	35.2	Original		
14	First Revised	36	Third Revised		
15	Original	37	Thirty Eighth Revised*		
16	Original	38	Original		
17	Original	39	Original		
18	Original	40	Original		
19	Original	41	Original		
20	Original	42	First Revised		
21	Original	43	Original		
22	Original	44	Original		
23	Original	45	Original		
24	Original	46	Original		
25	Original	47	Original		
26	Original	48	Original		
27	Original	49	Original		
28	Original	50	Original		
29	Original	51	Original		
29.1	Original	52	Original		
29.2	Original	53	Original		
30	Original	54	Original		

*Denotes pages included in this filing.

ISSUED: July 15, 2013

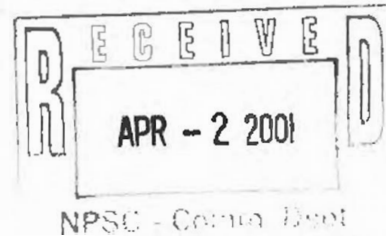
Tariff Administrator
250 Pilot Road, Suite 300
Las Vegas, NV 89119



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CHECK SHEET (Cont'd)

SHEET REVISION LEVEL



*Denotes pages included in this filing.

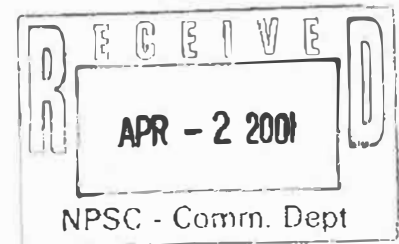
ISSUED: April 3, 2001

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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SYMBOLS

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

C - Changed regulation.

D - Delete or discontinue.

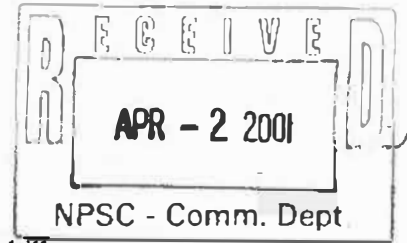
I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.



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Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

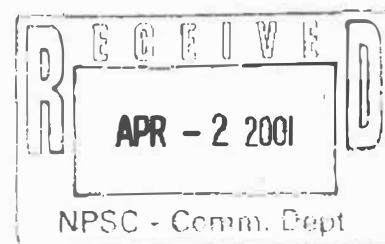
TARIFF FORMAT

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

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the NPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.

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

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



D. Check Sheets - When a tariff filing is made with the NPSC, 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. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some sheets.)

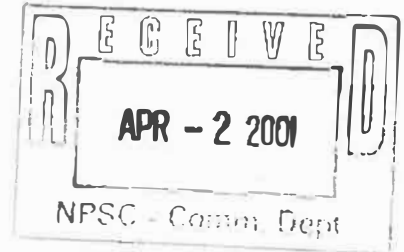
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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

APPLICATION OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate resale common carrier communications service by HorizonOne Communications within the State of Nebraska.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to an HorizonOne Communications designated switching center or point of presence.

Affinity - Used throughout this tariff to mean Affinity Network Incorporated.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business Day - 9:00 am to 4:00 pm, Monday through Friday.

Call Unit - A Call Unit is either Minimum (Initial), Incremental, Equivalent or Total as defined herein.

Cents Per Minute ("CPMU") - The carrier's charges billed in whole cents or fractions of cents as Minimum and/or Incremental Call Units and apply to the duration of time in minutes or fractions thereof beginning when the Customer's call is connected to Carrier's network and ending when the call is disconnected from the network, but is not inclusive of non-transport, non-usage charges.

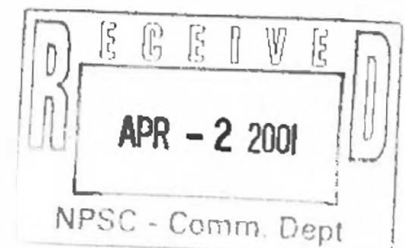
Customer or End User - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier - HorizonOne Communications unless otherwise clearly indicated by the context.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

Equivalent Call Unit (ECU) - A Call Unit equivalent to one or more Incremental Call Units, added to Total Call Units to recover the "non-transport" costs incurred by Carrier in providing service.

Incremental Call Unit - The minimum additional period after a Minimum (Initial) Call Unit for which charges are incurred for a call and, except as otherwise provided in this tariff, equals six (6) seconds.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Initial Call Unit - Minimum Call Unit.

LEC - Local Exchange Company.

Minimum Call Unit (MCU) - The minimum period for which charges are incurred for calls and, except as otherwise provided for in this tariff, equals 18 seconds.

Minute of Use (MOU) - A minute of call usage (transport) measured by the total of applicable Call Units as defined herein.

NPSC - Nebraska Public Service Commission.

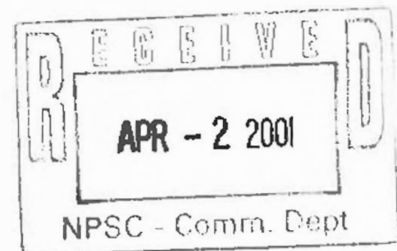
Non-Business Day - 4:01 pm to 8:59 am, Monday through Friday, and all day Saturday and Sunday.

Special Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Total Call Units - The number of applicable Call Units (Minimum (Initial), Incremental and Equivalent) which when added together determine the charges for a completed call. Total Call Units include one or more Equivalent Call Units and will appear on a Customer's monthly bill expressed in whole numbers and fractionally in tenths (e.g., .1, .4, .9, 1.4, 5.6, etc.).

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of HorizonOne Communications

The Company's services and facilities are furnished for communications originating at specified points within the state of Nebraska under terms of this tariff.

The Company installs, operates, and maintains the communications services provided hereunder 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 the Company network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

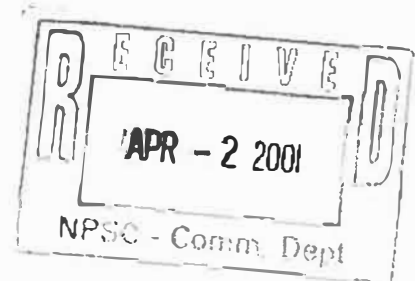
2.2 Limitations

2.2.1 Service is offered in Equal Access areas only.

2.2.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.2.3 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the customer is using service in violation of provisions of this tariff, or in violation of the law.

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



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.2 Limitations, con't.

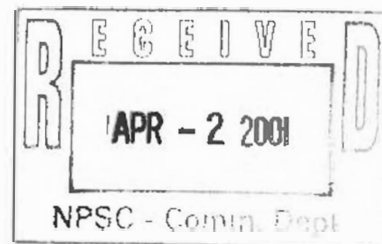
- 2.2.5 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.6 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

- 2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.



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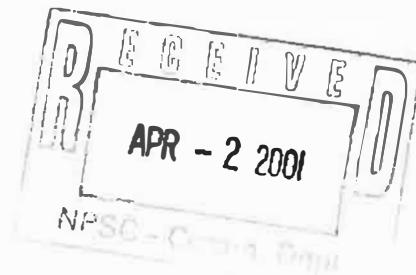
EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.4 Liabilities of Company, con't.

- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to , transmitted, or used by the Company under this tariff; or for any act or omission of the customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a customer resulting from the furnishing of service which is not the direct result of the Company's negligence.



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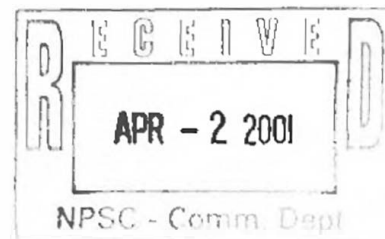
EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Liability of the Company (Cont'd)

2.4.5 Year 2000 Compliance. Company shall not be liable to any Customer, Authorized User or third party under any law or regulation or any theory of liability, including indemnity, based on claims or because of Company's or its Underlying Carrier's failure or neglect to have and maintain a system, systems, a network, networks, equipment, facilities or services that are Year 2000 compliant. As the Year 2000 approaches, date information associated with any interfaces between the Company and Customer and/or its Authorized User shall be considered to remain as it is. Any changes in the interfaces, interface format or formats associated with date information shall be processed and worked by Company's Y2K Compliance Division and no change of any nature may be made, used or implemented unless and until approved by Company's Y2K Compliance Division and tested successfully for Y2K compliance. Customer's service may be delayed, canceled, temporarily or permanently discontinued or terminated, without liability in the event Company determines that harm to its network, equipment, facilities or services may be caused by a Customer's not having provided proof of its compliance with the Y2K phenomenon.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.5 Deposits

The Company does not collect deposits from customers.

2.6 Advance Payments

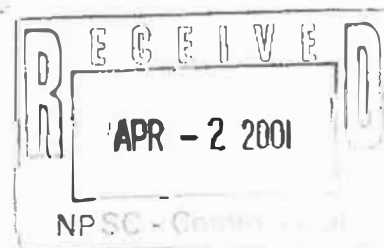
For customers whom the Company determines an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in customer-provided terminal equipment or customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the customer, except as otherwise provided. 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 as endorsed by the Federal Communications Commission.



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Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.9 Installation and Termination

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

2.10 Payment for Service

The customer is responsible for payment of all charges for services and equipment furnished to the customer or to an authorized user of the customer by the Company. All charges due by the customer are payable to the Company or to the Company's authorized billing agent. Terms of payment shall be according to the rules and regulations of the billing agent and subject to the rules of regulatory agencies, such as the NPSC. Any objections to billed charges must be 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.

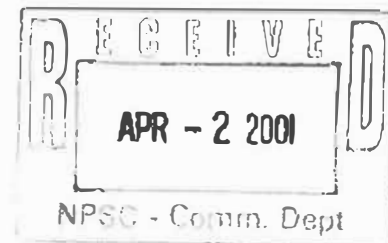
2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.12 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers.

Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the customer.



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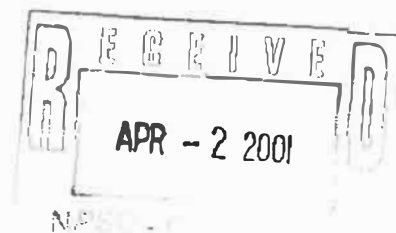
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company

The Company may refuse or discontinue service under the following conditions. Unless otherwise specified, the customer will be given five (5) days written notice and allowed a reasonable time to comply with any rule or remedy any deficiency.

- 2.13.1 For non-compliance with and/or violation of any State or municipal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For failure or refusal to provide the Company with a deposit or advance payment to insure payment of bills in accordance with the provisions of this tariff, or failure to meet the Company's credit requirements.
- 2.13.3 For neglect or refusal to provide reasonable access to the Company for the purpose of inspection and maintenance of equipment owned by the Company.
- 2.13.4 For non-compliance with and/or violation of the Commission's regulations or the Company's tariff rules and regulations on file with the Commission.
- 2.13.5 For non-payment of bills for telephone service.
- 2.13.6 Without notice in the event of customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.



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Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
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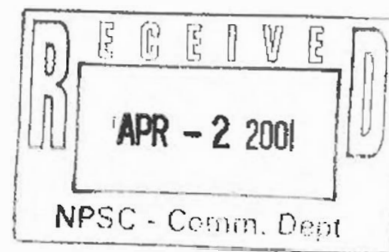
SECTION 2 - RULES AND REGULATIONS, CON'T.

2.13 Refusal or Discontinuance by Company (continued)

- 2.13.7 Without notice in the event of tampering with the equipment furnished and owned by the Company.
- 2.13.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.13.9 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.13.10 For extended periods of inactivity over sixty (60) days.

2.14 Inspection, Testing and Adjustment

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



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3660 Wilshire Blvd., 4th Floor
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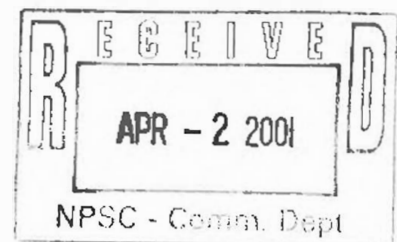
SECTION 2 - RULES AND REGULATIONS, CON'T.

2.15 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions to demonstrate the ease of use, quality of service and to promote the sale of its services.

2.16 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by customer. Before giving such notice, 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 and connected to the Company's terminal. Interruptions caused by customer-provided or Company-provided automatic dialing equipment or access-code programmed PBXs are not deemed an interruption of service as defined herein since the customer has the option of using the long distance network via local exchange company access.



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Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
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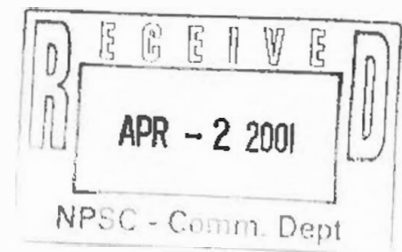
SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.17 Recovery of Charges

Customer agrees that all actions, suits, or proceedings to recover charges due under this tariff shall, at the Company's discretion, be prosecuted in the state or federal courts in the state in which the Company maintains its principal offices or in which it administers its legal/regulatory affairs. Customer consents to and submits to the exercise of jurisdiction over the subject matter, waives personal service of any and all process upon it, and consents that all such service of process be made by registered mail directed to customer at its address registered with Company. Service so made shall be deemed to be completed five business days after such process shall have been deposited in the mail, postage prepaid. Customer waives trial by jury, any objection based on forum non conveniens, any objection to venue or jurisdiction of any action instituted hereunder, and consents to the granting of such legal or equitable relief as deemed appropriate by the Court.

2.18 Late Payment Charge

The Company will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. The late payment penalty will be assessed only once on each monthly bill for services and the penalty will not be applied to unpaid previous penalties.



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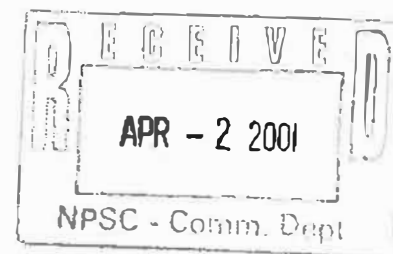
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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.19 Responsibilities of the Customer

- 2.19.1** The customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the customer to Authorized Users. The customer is responsible for the payment of charges for all calls originated at the customer's premises utilizing the Company's services.
- 2.19.2** If the customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the customer's service.
- 2.19.3** The customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the customer, users, or others, by improper use of the services, or by use of equipment provided by the customer, users, or others.
- 2.19.4** The customer must pay for the loss through theft of any the Company equipment installed at customer's premises.
- 2.19.5** The customer is responsible for payment of the charges set forth in this tariff.
- 2.19.6** The customer is responsible for compliance with the applicable regulations set forth in this tariff.



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Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination

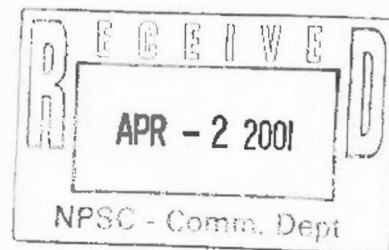
Subject to and to be construed consistent with section 2.13, preceding, and under applicable circumstances as set forth following, Company's services may be canceled, temporarily or permanently discontinued or terminated without liability of any kind to customer or any third party. Company's right to cancel, discontinue and/or terminate a service or services applies equally to and/or may in Company's discretion be limited to new orders for or modifications to existing service, new service orders, modifications of services yet to be commenced or other service circumstances.

2.20.1 Definitions

A service or services are considered "canceled" when the Company determines not to provision service prior to commencement of that service.

A service or services are considered to be "temporarily discontinued" when Company determines to suspend service or services for a period of time during which the causes underlying the suspension of service are investigated to determine whether a service or services may be reinstituted consistent with this tariff and/or applicable law and/or regulation. Temporary discontinuances may not exceed thirty days, unless good cause is shown. At the end of the applicable period of temporary discontinuance, e.g., 30 days, service must be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff.

A service or services are considered to be "permanently discontinued" when Company is unable to determine within the applicable period of temporary discontinuance that the service or services cannot be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff.



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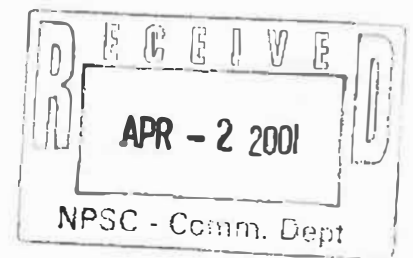
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.1 Definitions (Cont'd)

A service or services are considered "terminated" when Company ceases to provision the service or services for a customer or class of customers or determines that offering the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both.



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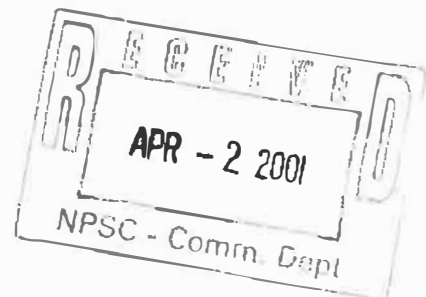
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.2 Cancellation

- A.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines the customer's service profile does not meet the eligibility requirements applicable to the service or services under this tariff. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- B.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer has a history of late payments, payment delinquencies, a poor credit rating, or a history of disputed billings with Company or other telecommunications service providers. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.
- C.** A specific service or any combination of multiple services may be canceled without prior notice of any kind, if Company determines that the customer's representative did not have the authority to order the service or services, fails to provide proof satisfactory to Company that such authority was delegated to the person claiming to represent the customer, or Company determines by any means that the person misrepresented his or her authority on behalf of customer. Company will provide verbal or written notice of the cancellation within a reasonable time after Company determines cancellation is required.



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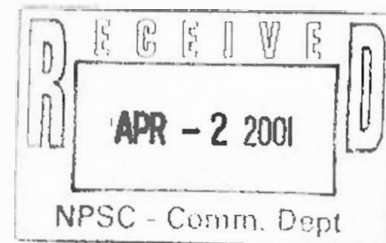
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.3 Temporary Discontinuance

- A. A specific service or any combination of multiple services may be temporarily discontinued if Company determines that circumstances exist which if shown to be true would cause the continuation of the service or services to violate any term or provision of this tariff, any applicable law or regulation, or result in unlawful, abusive, fraudulent, or harassing use or an invasion of another's privacy. Company will provide reasonable advance notice, not to exceed ten calendar days, of any temporary discontinuance; provided that Company may institute a temporary discontinuance without prior notice when Company determines such action is necessary in the public interest, to avoid a possible violation of law, this tariff or governing regulations or in any circumstance where the rights of a third party may be threatened with substantive harm or damage.
- B. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that a customer's monthly usage exceeds or is projected in any of the next three succeeding billing cycles to exceed customer's estimated usage provided prior to commencement of service by \$500, and customer, having been notified of its unexpected level of usage, and requested to provide specific security for payment of charges, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charge applicable to customer's service or services and provide Company with an advance payment. Such advance payment must be provided Company by wire transfer pursuant to banking instructions provided by Company.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.3 Temporary Discontinuance (Cont'd)

- C. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if Company determines that customer's most recent payment was remitted without sufficient funds to cover the then outstanding charges and any arrearage, and customer, having been notified of its insufficient funds, fails to confirm in writing customer's acknowledgment and agreement to the tariffed charges applicable to customer's service or services and provide Company with an advance payment.

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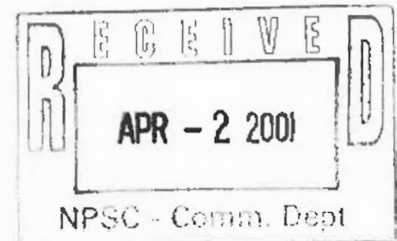
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.3 Temporary Discontinuance (Cont'd)

- D. A specific service or any combination of multiple services may be temporarily discontinued without prior notice if customer has not paid the charges for services rendered within thirty (30) days of invoice date and Company determines that customer has or will refuse to pay the invoiced tariffed charges other than for legitimate unresolved disputes about the charges. For purposes of this section, legitimate disputes over charges do not include -
1. Disputes arising from Company's billing and collection of government imposed surcharges, fees, assessments, taxes or other similar charges for which Company is not the originator;
 2. Disputes arising from Company's bill presentation format;
 3. Disputes arising from Company's rate structure;
 4. Disputes arising from any cause not related to miscalculations of charges for services rendered; disputes over the services themselves as to quality, reliability, or "as ordered" correctness; and/or
 5. Customer's dispute of the correctness of Company's determination to reject customer's original "legitimate" dispute of Company's charges.



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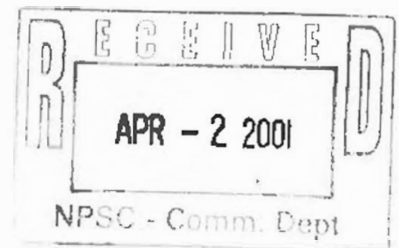
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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.4 Permanent Discontinuance. A specific service or any combination of multiple services may be permanently discontinued if Company is unable to determine within the applicable period of temporary discontinuance as provided for in section 2.20.3.D, preceding, that the service or services may be reinstituted according to the original terms and conditions applicable to said service or services as set forth in this tariff; or the causes giving rise to the temporary discontinuance in the first instance have not been resolved permitting reinstitution of service on the terms and conditions applicable prior to temporary discontinuance of service. Company will provide prior written notice of permanent discontinuance within a reasonable time, not to exceed five (5) business days once Company determines permanent discontinuance is required.



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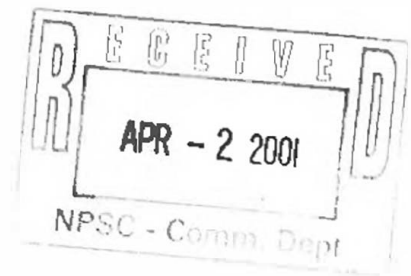
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.20 Service Cancellation, Discontinuance and Termination(Cont'd)

2.20.5 Termination. A specific service or any combination of multiple services may be terminated if Company determines to cease provisioning the service or services for a customer or class of customers for cause. For purposes of this section, "cause" is defined as follows:

- A. The circumstances giving rise to Company's determination to cancel, temporarily discontinue or permanently discontinue a service or any combination of multiple services are determined by Company to be immune to positive changes or improvement.
- B. The offering of the service or services is no longer warranted because customer demand for the service or services has fallen below the level needed to maintain the service or services on a cost effective or operationally practical basis or both
- C. The offering of the service or services is no longer warranted because applicable laws, regulation, or government policy have separately or in combination made continued provisioning of the service or services technically and/or competitively infeasible, economically unviable or operationally impracticable.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Service Cancellation, Discontinuance and Termination (Cont'd)

2.20.6 Service Term Commitments

- A. **Termination Charges - Discontinuance Before Expiration.** Should customer discontinue service before the expiration of any term commitment specified in this tariff, customer shall be liable for termination charges as specified in the term commitment.
- B. **90-Day Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 90-Day Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by three (3) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 90-Day Term Agreement will automatically renew for subsequent additional 90-Day terms unless customers cancel their account within 30 days of completion of the current term.
- C. **6-Month Term Agreement** – In consideration for the value of various promotional offerings granted to certain new customers, such customers may elect to be subject to a 6-Month Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by six (6) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination. Customer's 6-Month Term Agreement will automatically renew for subsequent additional 6-Month terms unless customers cancel their account within 30 days of completion of the current term.



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By: William P. Wright
Executive Director, Corporate and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

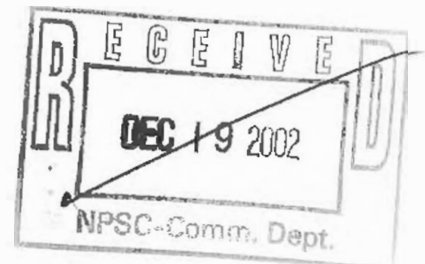
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.20 Service Cancellation, Discontinuance and Termination (Cont'd)

2.20.6 Service Term Commitments (Cont'd)

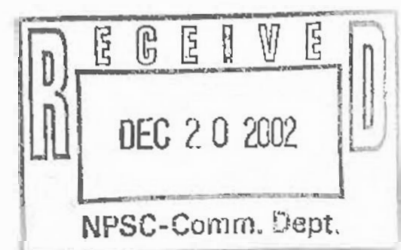
- D. 1-Year Term Agreement** – In consideration for a guarantee, granted to certain new customers, that a customer's long distance Interstate and Intrastate/IntraLata usage rates will not increase during the Agreement term, such customers may elect to be subject to a 1-Year Term Agreement. Should a customer under this term agreement terminate service with Company prior to completion of the term, that customer is subject to an early termination charge equal to the amount of estimated billing for such customer, applied on a pro-rata basis for the remainder of the term. The monthly estimated billing for a customer is determined by customer's previous carrier's invoice. The initiation date of the term is deemed the date of customer's first call. The date of termination of service is deemed as the date Company's Winback Department notes customer's account as in "jeopardy." The pro-rata early termination charge amount is determined by multiplying customer's monthly estimated billing by twelve (12) (to determine the total term estimated billing), determining the percentage of the remaining days of the term after termination, as compared to the entire term, and applying the remaining term percentage to the total term estimated billing. Percentages are rounded up to the next whole number, and termination charges are rounded up to the next whole dollar. The early termination charge will be applied to customer's next invoice after the date of termination.
- E. Discontinuance Without Liability** - Customers may discontinue service before expiration of any term commitment specified in this tariff without incurring the applicable termination charges if customers restructure their service by agreeing to a new service term of equal or greater length as that of the service term customer discontinues or to a new service with a greater volume commitment for a term, the combination of which (that is, the new term and greater volume commitment) has a value equal to or greater than the value of the service being discontinued.



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By: William P. Wright
Executive Director, Corporate and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

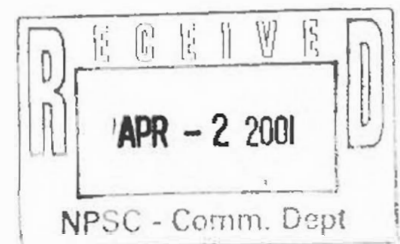


SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.21 General Customer Eligibility Requirements.

Company offers service to all persons and/or entities which meet the following general eligibility requirements. Additional eligibility requirements may apply for specific services and will be described and prescribed in the sections of this tariff applicable to each service offering based on specific eligibility requirements in addition to those following.

- 2.21.1 Non-Payment of Charges** - At any time within the two years prior to ordering service from Company, customer may not have had its account with another telecommunications service provider canceled for non-payment of charges.
- 2.21.2 Timely Payment of Charges** - At any time within the twelve (12) months prior to ordering service from Company, customer may not have had any history of late payment charges for services provided by another telecommunications service provider.
- 2.21.3 No History of Delinquencies** - Presently, or at any time during a previous service period with Company or any commonly owned telecommunications service provider, Customer may not have had or have any delinquencies in payment of applicable charges.
- 2.21.4 Creditworthiness** - Prior to and at all times during service terms, customer may have and maintain credit worthiness determined to be satisfactory to Company in its sole and absolute discretion.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS**

3.1 HorizonOne Communications Plan

Any business Customer meeting the eligibility requirements set forth following is eligible for the HorizonOne Communications Plan. The HorizonOne Communications Plan applies only to calls that originate and terminate within Nebraska during Business Day hours. The following services are eligible for the HorizonOne Communications Plan: 1+ Outbound, Toll Free Access (800/888/877), calling card calls and Internet Access. All provisions of Section 1, 2, 3.2, and 4.30 of this tariff apply to HorizonOne Communications Plans except as otherwise provided following.

(D)
|
|
(D)

To be eligible for the HorizonOne Communications Plan, Customer must not have had its account with any carrier canceled for nonpayment of charges, must not have a history of late payment of charges at any time during the 12 month period preceding customer's service commencement date with Company, and must have originated and terminated usage within the state of Nebraska within the 30 day period preceding customer's service commencement date with Company. (T)

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**SECTION 3 - DESCRIPTION OF SERVICES, RATES
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.1 Rate Elements

3.1.1.A General

Long distance usage charges are based on the usage of the Company's network. The Company will determine that a call has been established through industry standard answer detection methods, including hardware answer detection.

Chargeable time for a call ends upon disconnection by either party.

Charges for calls are based on usage of the Company's network (transport) and the related non-transport functions including without limitation, installation/account set up, general and account administration, regulatory fees, and other costs.

Charges for a call are determined by adding all applicable Call Units as defined in this tariff and are in lieu of additional surcharges, the imposition of minimum service terms or other special charges, unless expressly set forth in this tariff.

The Company adds one or more call units in determining TCUs to recover the equivalent of the costs for the non-transport functions of providing a call according to a non-discriminatory algorithm applied to all customers unless otherwise provided for herein.

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**SECTION 3 - DESCRIPTION OF SERVICES, RATES
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.1 Rate Elements (Cont'd)

3.1.1.B Rounding

Rounding at 18/6. Company follows the industry practice of "rounding," that is, in its most basic form, when call duration does not end on the nearest whole 6-second increment, the call's duration is rounded to the next whole 6-second increment. Services with billing increments of 6 second increments with an 18-second minimum are billed as follows - a minimum of 18 seconds, with additional call duration rounded to the next higher 6-second increment.

Rounding to Whole Cents. Charges for each call are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g., \$1.4233 would be rounded up to \$1.43).

3.1.1.C Time of Day Rate Periods

Day/ Business Day; and evening and night/weekend/ Non Business Day rates apply based on the following schedule:

Day Rate Period: 9:00 a.m. to 4:00 p.m., Monday through Friday.

Evening Rate Period: 4:01 p.m. to 11:00 p.m. Monday through Friday and all day Saturday and Sunday.

Night Rate Period: 11:01 p.m. to 8:59 a.m all days.

Peak/Business Day; Off-Peak/ Non-Business Day

Peak/ Business Day: 9:00 am to 4:00 pm, Monday through Friday.

Off Peak/ Non Business Day: 4:01 pm to 8:59 am, Monday through Friday and all day Saturday and Sunday.

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**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.1 Rate Elements (Cont'd)

3.1.1.D Call Unit Calculations

Total charges per call are calculated by using the information provided in Tables 1 or 2 to determine Total Call Units ("TCU's") in each call and by multiplying the TCU's by the rates applicable to the service provided. The following tables may be used to determine the TCU's in any call of a specified duration as shown following:

TABLE 1 - Calls of a Minute or Less

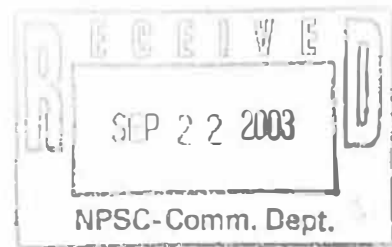
<u>Duration (In seconds)</u>	<u>TCU's</u>
1-18*	3.2
19-22	3.3
23-24	3.4
25-26	3.5
27-29	3.6
30	3.7
31-35	3.9
36	4.0
37-42	4.1
43-44	4.2
45-48	4.3
49-53	4.4
54	4.5
55-58	4.6
59	4.7
60	4.8

* calls are subject to an 18-second minimum.

TABLE 2 - Calls in Minutes

<u>Duration (In minutes)</u>	<u>Formula Calculations</u>	
1-19.9	TCU's = [Call Duration (in minutes) x 2.2 + 2.6]	(I)
20 +	TCU's = [Call Duration (in minutes) + 26.6]	(I)

Note: The tables preceding can be used in reverse to convert TCU's to minutes of call duration for individual calls.



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**SECTION 3 - DESCRIPTION OF SERVICES, RATES
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.1 Rate Elements (Cont'd)

3.1.1.E Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the rate centers or AT&T central office for switched access and special access, respectively, as defined by AT&T in its FCC Tariff No. 10 as filed with the FCC in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the originating and terminating points of the call.

Step 2 - Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

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

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the V&H mileage between the originating and terminating points of the call.

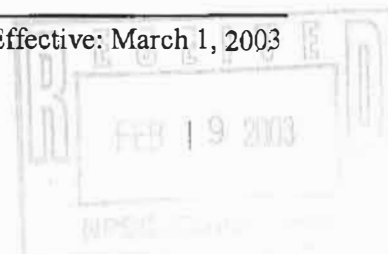
Formula:

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

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**SECTION 3 - DESCRIPTION OF SERVICES, RATES
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.1 Rate Elements (Cont'd)

3.1.1.F Telecompetitive Service Offerings ("TSOs")

From time to time, Carrier shall tariff rates or select tariffed rates, the purpose of and/or design for which is to retain Carrier's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential customers, which if not matched or bettered would result in the loss of an existing or potential customer and/or in the reduction of traffic volume of the customer. Carrier either shall require customer confirmation of the competitive offer in writing or shall confirm the availability of a more favorable competitive rate from published tariffs, marketing materials, or other public sources to establish a customer's right to obtain a TSO.

TSOs will comply with the Carrier's net revenue test which is founded on established economic principles ensuring above-cost pricing.

A customer or potential customer which is similarly situated may request service under a new or previously tariffed TSO. To qualify as a similarly situated customer for purposes of this Section, the customer seeking the TSO must demonstrate the existence of circumstances substantially and materially like those which justified the TSO as tariffed.

An existing customer or potential customer unable to demonstrate being similarly situated under a tariffed TSO may, nonetheless, be able to qualify for a different or new TSO tailored to that customer's circumstances.

TSOs are available for all rates published in this Tariff.

Whenever a customer's competitive offer entails a rate which is not at the time offered by the Company, a specifically responsive competitive rate (RCR) matching that otherwise available from the competitive offering shall be tariffed in Section 4, following.

3.1.1.G Benchmark Rates

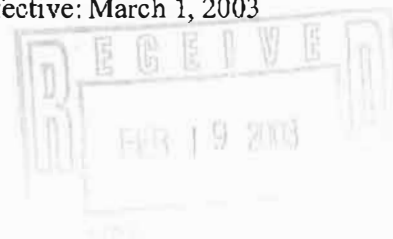
Certain rates set forth in this tariff are "benchmarked," that is, keyed to a customer's monthly revenue volume and/or term commitments. Customers whose monthly revenue volume and/or term commitments do not meet the applicable benchmark(s) may obtain the benchmarked rate pursuant to Section 3.1.1.F preceding.

3.1.2-3.1.3 Reserved for Future Use

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**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.4 Companion Federal Rate Guarantee.

A. For a Customer who maintains eligibility for and receives service under the HorizonOne Communications Plan, the minimum and incremental call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices for customers whose peak/business day interstate usage rates are \$0.069 to \$0.149 (6 invoices for any customer whose peak/business day interstate usage rate is \$0.059), as the number of invoices guaranteed under Company's HorizonOne Communications Plan for interstate calls as provided in Company's Tariff F.C.C. No. 4. To qualify, the customer must contact the Company and have verified that the customer received a bona fide comparable competitive offer.

B. Calling Card services are not eligible for this rate guarantee.

3.1.5 Terms and Conditions. Each term and condition of this Section 9 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

3.1.6 Call Unit Rate Guarantee. Beginning with the effective date of this tariff, and as further defined in Section 3.1.4, following, the call unit rates under this tariff for customers using Company's HorizonOne Communications Plan are guaranteed for the same number of invoices as guaranteed for that Customer's interstate rates under Company's Tariff F.C.C. Tariff No. 4.

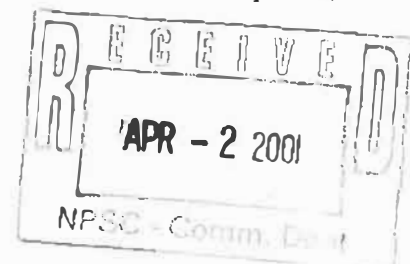
3.1.7 Companion Federal Rate Guarantee. For a Customer who maintains eligibility for and receives service under the HorizonOne Communications Plan, the call unit rates for intrastate calls under this tariff are guaranteed for the same number of invoices, i.e., 12 invoices (6 invoices for any Customer who qualifies for Company's lowest interstate usage rate), as the number of invoices guaranteed under Company's HorizonOne Communications Plan for interstate calls as provided in Company's Tariff F.C.C. No. 4.

3.1.8 Terms and Conditions. Each term and condition of this Section 9 and Company's Tariff F.C.C. No. 4, including specific eligibility provisions, apply and serve to qualify the availability and continuation of a Customer's call unit rate guarantee as set forth herein.

ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



**** ALL MATERIAL ON THIS PAGE IS NEW ****

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

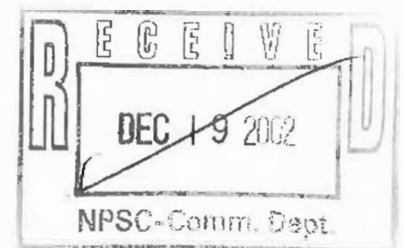
3.1.8.1 "One, Two, Three, Every Third Invoice Free" Promotion

New customers who meet the eligibility requirements set forth below, may receive credits under the "One, Two, Three, Every Third Invoice Free" Promotion as follows:

- A. A credit applied to customer's first, second and third invoices equal to 33% of customer's long distance call traffic charges, appearing on the same invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, applied to the same invoice, and
- B. A credit applied to every third invoice, starting with customer's sixth invoice (6th, 9th, 12th, etc.), equal to an average of the long distance call traffic charges appearing on the two invoices immediately preceding the credit invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges.

This promotion is non-cumulative and can not be carried over to any following month or otherwise accumulated. Should the calculated credit to be applied to the sixth, or subsequent invoices exceed the actual long distance call traffic charges for that credit invoice, then the credit amount is limited to the actual amount of long distance call traffic charges appearing on that credit invoice.

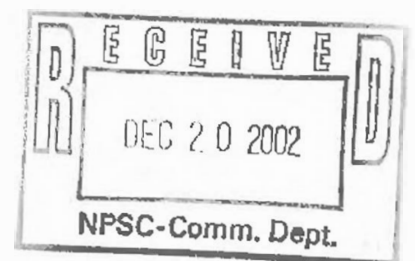
Eligibility. To be eligible for this offering, customers must: have initiated new service; have current usage which exceeds the established minimum monthly usage levels for the applicable service; have less than fifty dollars sixty days past due; have received consecutive and uninterrupted service; and have selected this offering prior to the charges rendered in customer's credit invoice(s). Additionally, Customers must contact the Company to confirm the promotion selection, after service initiation, to be eligible to receive the sixth and subsequent invoice credits, prior to the sixth and each subsequent invoice credit invoice.



ISSUED: December 20, 2002

EFFECTIVE: January 1, 2003

By: William P. Wright
Executive Director, Corporate and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.9 The following HorizonOne Communications Plans for interLATA and intraLATA services are offered. The provisions of Section 3.1.8 and 3.1.10.B apply. HorizonOne rates are as follows:

A. Classic Q/Classic 2 Rate Plan

(T)

Classic Q/Classic 2 rates are provided to customers whose minimum monthly intrastate usage is below \$5.00 at the following rates:

(C)

(C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	\$0.0747	\$0.0249	(T)
Off-Peak/Non-Business Day	\$0.0747	\$0.0249	(T)

B. Classic 1 Rate Plan

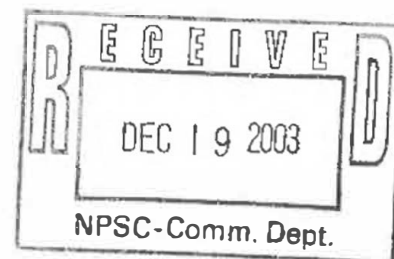
(M)

Classic 1 rates are provided to customers whose minimum monthly intrastate usage is over \$5.00 at the following rates:

(C/M)

(M)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	\$0.0717	\$0.0239	(M)
Off-Peak/Non-Business Day.	\$0.0717	\$0.0239	(M/T)



Certain material appearing on this page formerly appeared on First Revised Page 34

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EFFECTIVE: January 1, 2004

Tariff Administrator
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.9 (Cont'd)

C. Universal Rate Plan

Universal rates are provided to customers whose minimum monthly intrastate usage is over \$10.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	\$0.0675	\$0.0225	(T)
Off-Peak/Non-Business Day	\$0.0675	\$0.0225	(T)

D. Prime 2 Rate Plan

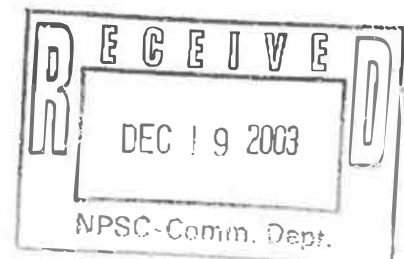
Prime 2 rates are provided to customers whose minimum monthly intrastate usage is over \$15.00 at the following rates: (C)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	\$0.0537	\$0.0179	(T)
Off-Peak/Non-Business Day	\$0.0537	\$0.0179	(T)

E. Prime 1 Rate Plan (M)

Prime 1 rates are provided to customers whose minimum monthly intrastate usage is over \$20.00 at the following rates: (C/M)
(M)

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction	
Peak/Business Day	\$0.0507	\$0.0169	(M) (M/T)
Off-Peak/Non-Business Day	\$0.0507	\$0.0169	(M/T)



Certain material formerly appearing on this page now appears on Second Revised Page 33

Certain material appearing on this page formerly appeared on First Revised Page 35

ISSUED: December 22, 2003

EFFECTIVE: January 1, 2004

Tariff Administrator
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.9 (Cont'd)

F. Super 1 Rate Plan

Super 1 rates are provided to customers whose minimum monthly intrastate usage is over \$25.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0477	\$0.0159
Off-Peak/Non-Business Day	\$0.0477	\$0.0159

G. Super 2 Rate Plan

Super 2 rates are provided to customers whose minimum monthly intrastate usage is over \$30.00 at the following rates:

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0447	\$0.0149
Off-Peak/Non-Business Day	\$0.0447	\$0.0149

H. Cairo 1 Rate Plan

(T)

The Cairo 1 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided exclusively to new customers, whose minimum monthly intrastate usage is over \$25.00, at the following rates:

(T)

	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0147	\$0.0049
Off-Peak/Non-Business Day	\$0.0147	\$0.0049

I. Cairo 2 Rate Plan

(N)

The Cairo 2 Rate Plan can not be combined with the Freedom Plan Plus Telecompetitive Service Offering, and is provided to new, "saved" or "Winback" customers, whose minimum monthly intrastate usage is over \$30.00, at the following rates:

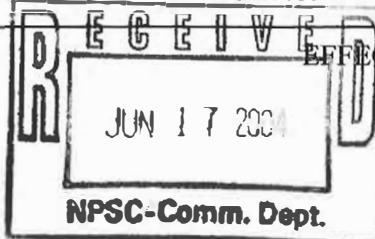
	<u>Minimum Call Unit or Fraction</u>	<u>Incremental Call Unit or Fraction</u>
Peak/Business Day	\$0.0117	\$0.0039
Off-Peak/Non-Business Day	\$0.0117	\$0.0039

(N)

ISSUED: June 21, 2004

Tariff Administrator
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

EFFECTIVE: July 1, 2004



**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

3.1.11 Reserved for Future Use

(D/T)

(D)

(D)

3.1.12 Reserved for Future Use

(D/T)

(D)

(D)

3.1.13 Miscellaneous Charges

A. Calling Card Rates

Rates for calling card calls which are not associated with other services are time of day sensitive.

	Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
Peak/Business Day	\$0.0672	\$0.0224
Off-Peak/Non-Business Day	\$0.0603	\$0.0201

B. Rates for Calls Terminated to a Mobile Phone or Pager

From and after January 17, 2000, all calls terminated to a mobile phone or pager shall be charged at the following rates:

Minimum Call Unit or Fraction	Incremental Call Unit or Fraction
\$0.0777	\$0.0259

A. Remote Access Surcharge

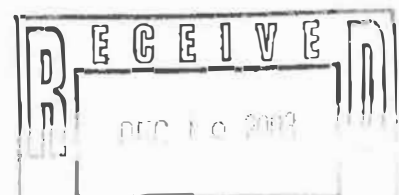
A surcharge applies to all calls originated at payphones using a service access code.

Per Call: \$0.69

ISSUED: December 22, 2003

EFFECTIVE: January 1, 2004

Tariff Administrator
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.1 HorizonOne Communications Plan (Cont'd)

- 3.1.14** Carrier offers services under this Section based on the Rate Plans and categories as specified following. Rates are graduated as shown in Table 1 following, higher to lower, that is, Rate Category I for the Cairo 2 Rate Plan contains Carrier's lowest offered rates and Rate Category IX for the Classic Q/Classic 2 Rate Plan contains Carrier's top rates.

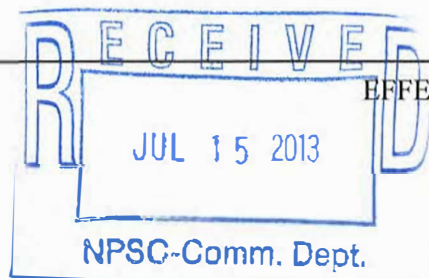
Table 1

Rate Plan	Rate Category
Classic Q/Classic 2	IX
Classic 1	VIII
Universal	VII
Prime 2	VI
Prime 1	V
Super 1	IV
Super 2	III
Cairo 1	II
Cairo 2	I

- A. Any Rate Category I-VII customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories, effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013 (C/I)
- B. Any Rate Category VIII customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted to Rate Category IX effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013. (C/I)

ISSUED: July 15, 2013

Tariff Administrator
250 Pilot Road, Suite 300
Las Vegas, NV 89119



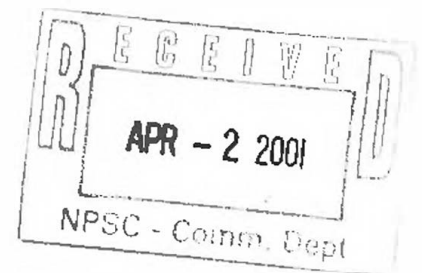
EFFECTIVE: July 25, 2013

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.2 HorizonOne Communications "International Plan." Customers choosing the HorizonOne Communications International Plan under Company's Tariff F.C.C. No. 3 are provided service pursuant to the same rates, terms, and conditions as apply under the original HorizonOne Communications Plan set forth in section X.X preceding except that HorizonOne Communications International Plan customers are eligible for Company's "Invoice Free" offerings as specified following.

3.2.1 9th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 3.2.1.2 will receive a credit on their 9th invoice as provided following.

- A. 9th Invoice Free Terms.** For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges, excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility.** To be eligible for a 9th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received eight consecutive and uninterrupted invoices over the preceding eight month period; have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and pay all charges rendered in Customer's ninth invoice in excess of the amount of the applicable credit as calculated under 3.2.1.A preceding.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

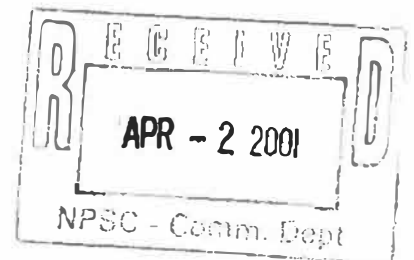
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.2 HorizonOne Communications "International Plan" (Cont'd)

3.2.2 13th Invoice Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 3.2.2.2 will receive a credit on their 13th invoice as provided following.

- A. 13th Invoice Free Terms.** For any thirteen invoices covering at least one day and twelve months of consecutive uninterrupted service, a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive thirteen month period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied
- B. Eligibility.** To be eligible for a 13th Invoice Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive eight month period of service; have received twelve consecutive and uninterrupted invoices over the preceding twelve month period; have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 3.2.2.A preceding.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

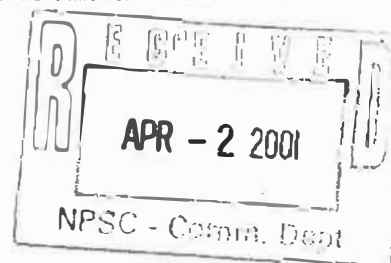
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.2 HorizonOne Communications "International Plan" (Cont'd)

3.2.3 9th and 13th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 3.2.3.2 will receive credits on their 9th and 13th invoices as provided following.

- A. 9th and 13th Invoices Free Terms.** For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any four additional invoices covering a total period of at least one day and twelve months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following four month (total thirteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B. Eligibility.** To be eligible for the 9th and 13th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional four months of consecutive uninterrupted invoices (total of thirteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 13th invoice credit prior to the first day in the period of service covered by Customer's thirteenth invoice; and pay all charges rendered in Customer's thirteenth invoice in excess of the amount of the applicable credit as calculated under 3.2.3.A preceding.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

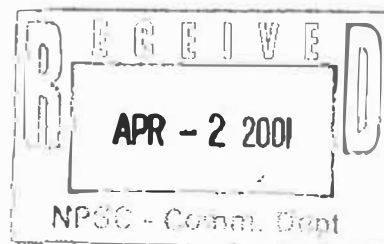
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.2 HorizonOne Communications "International Plan" (Cont'd)

3.2.4 9th and 18th Invoices Free Bonus Incentive. Customers who meet the eligibility requirements set forth in 3.2.4.2 will receive credits on their 9th and 18th invoices as provided following.

- A. 9th and 18th Invoices Free Terms.** For any nine invoices covering at least one day and eight months of consecutive uninterrupted service, if then immediately followed by any nine additional invoices covering a total period of at least one day and seventeen months of consecutive uninterrupted service, credits shall be calculated equal to the lower of either (i) the average of the Customer's monthly usage and non-usage charges excluding fees, taxes, surcharges, assessments, and similar charges ("eligible charges") for the preceding consecutive nine month period and the immediately following nine month (total eighteen months) period; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied
- B. Eligibility.** To be eligible for the 9th and 18th Invoices Free Bonus, each Customer must have initiated HorizonOne Communications International Plan service; have current usage which exceeds the established minimum monthly usage levels set forth in section 6.15.1 of Company's Tariff FCC No. 4; have no record of nonpayment in any of the preceding consecutive months of service; have received nine consecutive and uninterrupted invoices over the preceding nine month period followed by an additional nine months of consecutive uninterrupted invoices (total of eighteen invoices); have selected the 9th invoice credit prior to the first day in the period of service covered by Customer's ninth invoice; and then have selected the 18th invoice credit prior to the first day in the period of service covered by Customer's eighteenth invoice; and pay all charges rendered in Customer's eighteenth invoice in excess of the amount of the applicable credit as calculated under 3.2.4.A preceding.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.3 "25% Invoice Credit" Promotion

Customers qualifying as either a "saved" or a "winback" customer, may receive a credit on each invoice beginning with their second invoice following commencement of this promotion on their account, equal to up to 25% of their call long distance charges as shown on their previous invoice, excluding calling card charges, fees, taxes, surcharges, assessments and similar charges, and excluding any "25% Invoice Credit" credits as applied to the same previous invoice.

Customers with the "25% Invoice Credit" Promotion applied to their account are eligible to have this promotion applied to their account for a maximum of six consecutive invoices.

(N)

(N)

3.4 - 3.9 Reserved For Future Use

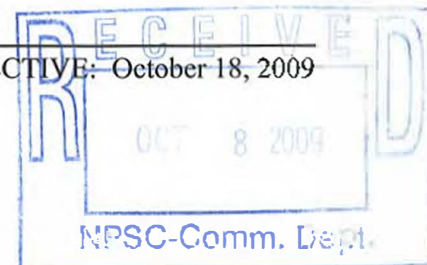
3.10 INETBA Service

INETBA Service offers HorizonOne Communications intrastate interexchange services in exclusive combination with Company's Internet Web page design and hosting services and its Internet Access - DSL services where facilities are available. Any small business which orders Company's Internet Web page design and hosting services and who meets all other eligibility requirements set forth in this Section 9 is eligible for INETBA Service. INETBA Service is available for calls that originate and terminate within this state, and includes 1+ Outbound, Toll Free Access (800/888/877), and Calling Card calls. All rates and other state provisions of this Section apply to INETBA Service except as otherwise provided.

ISSUED: October 8, 2009

EFFECTIVE: October 18, 2009

By: Tariff Administrator
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.11 Advantage Card Service (ACS)

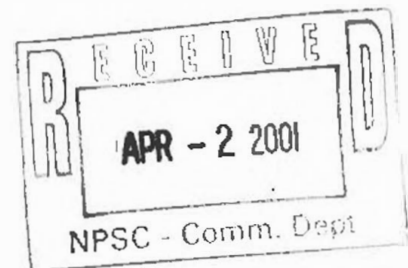
Advantage Card Service (ACS) is offered to existing and new customers meeting the eligibility requirements set forth in 3.11.1 following. Each ACS Customer who maintains its eligibility is entitled to free calling card calling equal to 30% of the average monthly charges incurred for the ACS Customer's non-calling card calling beginning with Customer's 2nd invoice following Customer commencement of service as an ACS Customer ("Total Calling Advantage").

3.11.1 Eligibility

Company's Advantage Card Service (ACS) becomes available once a Customer has completed a minimum of 30 consecutive days of "on-line" services offered by Company (that is, any stand-alone or combination of interexchange, toll free, local, Internet access or Internet site services), whose account is current (no delinquencies in payment occurring or having occurred) and whose billing cycle has remained consistently consecutive (without interruption for any cause).

3.11.2 Limitations and Disclaimers

- A.** ACS is offered only in conjunction with Company's interstate and international companion ACS offerings as tariffed with the FCC.
- B.** The ACS Total Calling Advantage will be reflected in Customer's second invoice following commencement of ACS service.
- C.** ACS Calling Advantages are not available with any other promotional offering, or any "save/winback" program offered by Company except as provided in E following.
- D.** Each month's ACS Total Calling Advantage is noncumulative (cannot be carried over to any following month or otherwise accumulated).



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EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.11 INETBA Advantage Card Service (ACS) (Cont'd)

3.11.2 Limitations and Disclaimers (Cont'd)

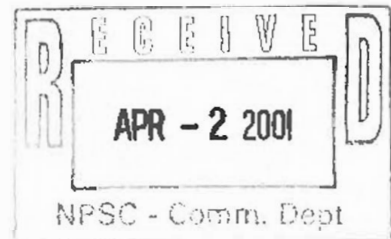
- E. Subject to and in accordance with the provisions of Section 3.5 preceding and the eligibility requirements of 3.11.1 preceding, ACS service may be offered to counter a competitive offer that would cause or has caused any Customer to select another carrier for its services, that is, ACS service may be offered to "save" or "winback" such Customers; provided that at the time Customer is "saved" or "wonback," Customer is neither delinquent in any payments nor suffered an interruption in its billing cycle as required by 3.11.1 preceding.
- F. An ACS Customer whose service is terminated for cause or which voluntarily terminates Company's service forfeits all unused credits.

3.11.3 Reinstatement

An ACS Customer which has lost its eligibility for the Total Calling Advantage may reinstate its eligibility for the Total Calling Advantage by curing any outstanding delinquency and/or by qualifying as a winback customer. Once reinstated, the ACS Customer must maintain its eligibility in good standing.

3.11.4 Rates

The rates in Section 3.1.11.A preceding apply to the ACS service.



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EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

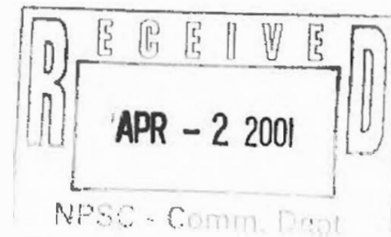
**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans ("CAPs")

3.12.1 General Terms and Conditions

From time to time, rates may be tariffed or tariffed rates selected, a "Customer Advantage Plan" or "CAP," the purpose and/or design for which is to retain Company's competitive position by offering rates which are necessitated by competing offers received by or available to existing or potential Customers, which if not matched or bettered would result in the loss of an existing or potential Customer and/or in the reduction of traffic volume of a Customer. Customer confirmation of the competitive offer in writing may be required or the availability of a more favorable competitive rate may need to be confirmed from published tariffs, marketing materials or other public sources to establish a Customer's right to obtain a CAP. In order to respond to the competitive pricing initiatives of competitors, the following Customer Advantage Plan offerings are available for eligible Customers taking outbound and inbound equal access switched services of Company originated from and terminated to locations within this state whenever Company determines that but for the availability of these rates, Company will not retain an existing Customer ("save") or will not be able to winback a prior Customer already having switched its services to another carrier ("winback"). The following terms and conditions must exist for any CAP to be valid.

- A.** CAPs will comply with the net revenue test as defined by the one or more regulatory commissions having competent jurisdiction and which is founded on established economic principles ensuring above-cost pricing.
- B.** A Customer or potential Customer which is similarly situated may request service under a new or previously tariffed CAP. To qualify as a similarly situated Customer for purposes of this Section, the Customer seeking the CAP must demonstrate the existence of circumstances substantially and materially like those which justified the CAP as tariffed.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

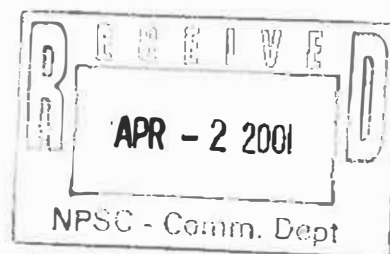
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.1 General Terms and Conditions (Cont'd)

- C. An existing Customer or potential Customer unable to demonstrate being similarly situated under a tariffed CAP may, nonetheless, be able to qualify for a different or new CAP tailored to that Customer's circumstances.
- D. CAPs are available for all published rates.
- E. Whenever a Customer's competitive offer entails a rate which is not at the time an offered rate by Company, a specific rate competitively responsive to that available from the competitive offering shall be tariffed in this Section 9.
- F. All of the conditions set forth above must exist in order to qualify for the following Customer Advantage Plans. Company shall apply the lowest rate necessary to meet the competitive offering being made to or having been provided to Customer by a carrier competing with Company. Additional terms and/or conditions, such as term or volume commitments, may apply. In the event additional terms or conditions are required, such terms and conditions shall be tariffed by Company prior to institution of the first billing for services under the applicable Customer Advantage Plans.
- G. To receive the Invoice Free CAPs pursuant to 3.12.2 through and including 3.12.6 following, a Customer must call Customer Care before the issuance date of each credit bearing invoice to verify Customer eligibility except as otherwise provided following.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

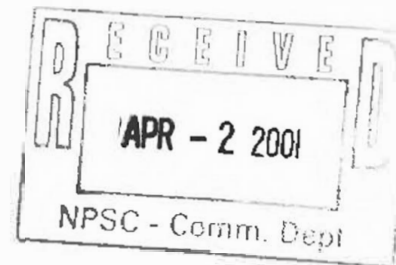
**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.2 Customer 6th and 12th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th and 12th invoices as provided following.

- A.** For each five and immediately succeeding six additional invoices of consecutive uninterrupted service (total of 11 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice and second, for the consecutive eleven-month period preceding Customer's 12th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.
- B.** Eligibility. To be eligible for the 6th and 12th invoice free bonuses, each Customer must:
1. have initiated service;
 2. have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 3. have no record of nonpayment in any of the preceding consecutive month qualifying periods (5 and 11 months) of service;
 4. have received first five, then six additional consecutive and uninterrupted invoices over the preceding eleven-month period;
 5. have selected the 6th and 12th invoice free bonus incentives prior to the first day in the period of service covered by Customer's eleventh invoice; and
 6. pay all charges rendered in Customer's fifth and related eleventh invoice in excess of the amount of the applicable credits as calculated under 3.12.2.A, preceding.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

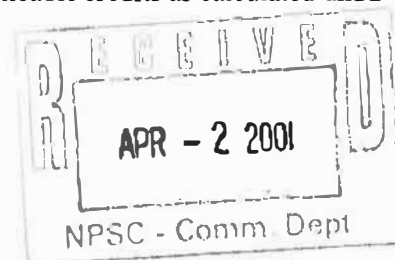
**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.3 Customer 6th, 10th, and 14th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 10th, and 14th invoices as provided following.

- A. For each five and immediately succeeding four and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 13 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice, for the consecutive nine-month period preceding Customer's 10th invoice, for the consecutive thirteen month period preceding Customer's 14th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied
- B. Eligibility. To be eligible for the 6th, 10th, and 14th invoice free bonuses, each Customer must:
1. have initiated service;
 2. have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 3. have no record of nonpayment in any of the preceding consecutive month qualifying periods (5, 9, and 13 months) of service;
 4. have received first five, nine, and then thirteen additional consecutive and uninterrupted invoices over the preceding thirteen-month period;
 5. have selected the 6th, 10th, and 14th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
 6. pay all charges rendered in Customer's fifth and related ninth and thirteenth invoice in excess of the amount of the applicable credits as calculated under 3.12.3.A, preceding.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.4 Customer "Thanks for Taking the Time" Advantage Plans

A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan

On and after June 22, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" ("TTT-1") service promotion.

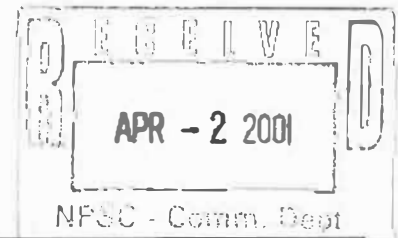
1. Card Denominations. Under this promotion, Company's debit card is available in \$25, \$50, and \$150 denominations based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$25.00	0 - \$49.99
\$50.00	\$50.00 - \$149.99
\$150.00	\$150.00 - \$249.99

2. Rates. The rates for calls using the Company's TTT-1 service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value @ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value @ 60 seconds or Fraction</u>
\$0.224	\$0.224

3. Availability. Company's TTT-1 service promotion is available on and after June 22, 2000 until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



ISSUED: April 3, 2001

EFFECTIVE: April 17, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

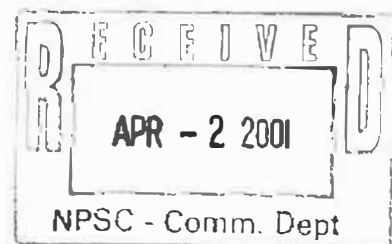
**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

A. "Thanks for Taking the Time" - 1 ("TTT-1") Advantage Plan (Cont'd)

- 4. Limitations.** Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT-1 Card prior to the sunset date or Company's discretionary withdrawal of the TTT-1 Card promotion shall receive service until its TTT-1 Card calling capacity is exhausted by use or specified usage deadline. Each TTT-1 Card expires one (1) year from date of activation.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

B. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan

On and after June 22, 2000, any end user contacted by a sales/marketing representative of Company and which has taken the time to listen to the services and benefits offered by Company is entitled to receive a debit card under Company's "Thanks for Taking the Time" service promotion.

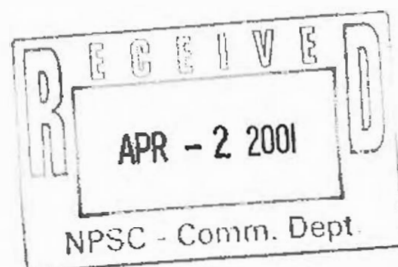
1. Card Denominations. Under this promotion, a Company debit card is available in a single \$250 denomination based on the end user's monthly volume of usage.

<u>Denomination</u>	<u>Monthly Usage Volume</u>
\$250.00	\$250.00+

2. Rates. The rates for calls using the Company's TTT service are time of day insensitive; decremented in sixty (60) second increments based on a minimum call unit of 60 seconds; and rounded to the next whole 60 second increment.

<u>Minimum Call Unit Value</u> <u>@ 60 seconds or Fraction</u>	<u>Incremental Call Unit Value</u> <u>@ 60 seconds or Fraction</u>
\$0.224	\$0.224

3. Availability. Company's TTT service promotion is available on and after June 22, 2000 until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

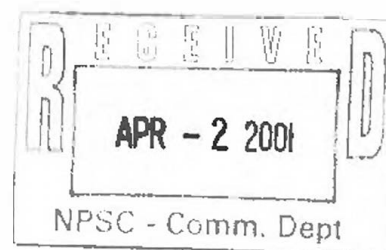
**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.4 Customer "Thanks for Taking the Time" Advantage Plans (Cont'd)

**B. "Thanks for Taking the Time" - 2 ("TTT-2") Advantage Plan
(Cont'd)**

- 4. Limitations.** Company reserves the right to withdraw and/or terminate this promotion at any time prior to its sunset date; provided that any Customer which has received a TTT Card prior to the sunset date or Company's discretionary withdrawal of the TTT Card promotion shall receive service until its TTT Card calling capacity is exhausted by use or specified usage deadline. Each TTT Card expires one (1) year from date of activation.
- 5. Second Card Availability.** During the term of this promotional offering, a second TTT Card in the same denomination listed in Section 3.12.4.B.1 preceding will be made available to customers requesting and receiving Company's Website Design and Hosting Services as set forth in 3.12 preceding.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.5 Customer S&W Prepaid Advantage Plan

On and after June 22, 2000, any customer which qualifies as a "save" or "winback" customer will upon so qualifying receive a Company prepaid (debit) card or cards equal to the "saved" or "wonback" Customer's immediately preceding full month's (30 days) volume of non-calling card charges multiplied by 2.5. The table following demonstrates how the denomination of an S&W card is determined on a per-Customer basis.

Table

Customer's Prior Month's Non-Calling Card Charges*	2.5 Factor	S&W Calling Card Denomination(s)
\$ 50.00	x 2.5	\$125.00
75.00	x 2.5	187.50
90.00	x 2.5	225.00
100.00	x 2.5	250.00
150.00	x 2.5	250.00 + 125.00
250.00	x 2.5	250.00 + 250.00 + 125.00

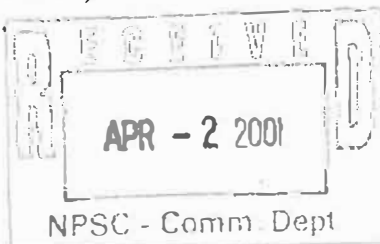
* Sample levels only. Company reserves the right to round down the actual capacity of any S&W Card.

- A. Rates. The rates for calls using the Company's S&W Card are time of day insensitive; decremented in sixty (60) second increments with a minimum call unit of 60 seconds; and are rounded to the next whole 60 second increment.

Minimum Call Unit
@ 60 seconds or Fraction
\$0.224

Incremental Call Unit
@ 60 seconds or Fraction
\$0.224

- B. Availability. Company's S&W Card service promotion is available on and after June 22, 2000 until December 22, 2000 ("sunset date") unless sooner terminated in the sole and exclusive discretion of Company.



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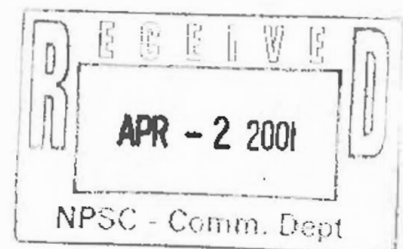
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.5 Customer S&W Prepaid Advantage Plan (Cont'd)

- C.** **Limitations.** Company reserves the right to withdraw and/or terminate this plan at any time prior to its sunset date; provided that any Customer which has received an S&W Card prior to the sunset date or Company's discretionary withdrawal of S&W Card plan shall receive service until its S&W Card calling capacity is exhausted by use or by the specified usage deadline. Each S&W Card expires ninety (90) days from date of activation (the specified usage deadline).
- D.** **Second S&W Card Availability.** An additional S&W Card(s) in the qualifying denomination of the Customer as listed in Section 3.12.5.A preceding will be made available to any such customer which requests and receives Company's Website Design and Hosting Services as set forth in 3.12 preceding.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

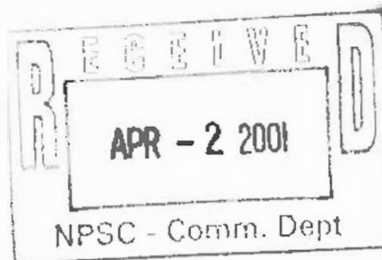
**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan

Customers who qualify as a new customer or as either a "save" or a "winback" and who meet the eligibility requirements set forth below will receive a credit on their 6th, 9th, 13th, 19th, 22nd, and 26th invoices as provided following.

- A. For each five, and the immediately succeeding three, and next immediately succeeding four, and next immediately succeeding six, and next immediately succeeding three, and next immediately succeeding four additional invoices of consecutive uninterrupted service (total of 25 consecutive invoices), a credit shall be calculated equal to the lower of either (i) the average of the Customer's monthly charges, excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges ("eligible charges"), for the consecutive five month period preceding Customer's 6th invoice; second, for the consecutive eight-month period preceding Customer's 9th invoice; third, for the consecutive twelve-month period preceding Customer's 13th invoice; fourth, for the consecutive eighteen-month period preceding Customer's 19th invoice; fifth, for the consecutive twenty-one-month period preceding Customer's 22nd invoice; and sixth, for the consecutive twenty-five month period preceding Customer's 26th invoice; or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.



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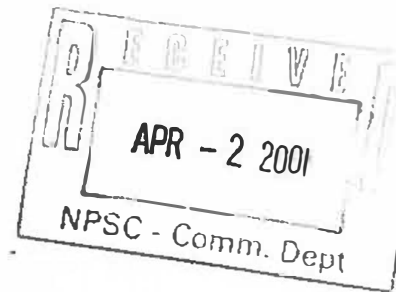
By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

- B. Eligibility.** To be eligible for the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonuses, each Customer must:
1. have initiated service;
 2. have current usage which exceeds the established minimum monthly usage levels for the applicable service;
 3. have no 90-day or older outstanding unpaid balance, and no 60-day or older outstanding unpaid balance equal to or greater than \$50.00;
 4. have received first five, eight, twelve, eighteen, twenty-one, and then twenty-five additional consecutive and uninterrupted invoices over the preceding twenty-five month period;
 5. have selected the 6th, 9th, 13th, 19th, 22nd, and 26th invoice free bonus incentives prior to the first day in the period of service covered by Customer's fifth invoice; and
 6. pay all charges rendered in Customer's fifth and related eighth, twelfth, eighteenth, twenty-first, and twenty-fifth invoice in excess of the amount of the applicable credits as calculated under 3.12.6.A, preceding.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

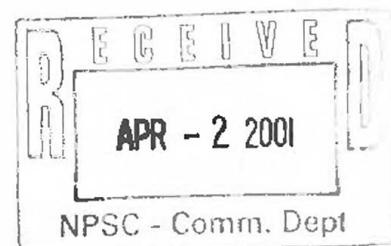
3.12 Customer Advantage Plans (Cont'd)

3.12.6 Customer 6th, 9th, 13th, 19th, 22nd, and 26th Invoice Advantage Plan (Cont'd)

B. Eligibility (Cont'd)

7. contact Company's Customer Care Department to confirm eligibility and to activate the Promotion. A Customer must contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice in order to receive all six invoice credits. A Customer who meets and continues to meet all other Eligibility requirements except that it does not contact Customer Care to activate the promotion until a date subsequent to the last day in the period of service covered by Customer's fifth invoice, will receive all credits on specified invoices (9th, 13th, 19th, 22nd, and 26th) generated by Company after the required contact with Customer Care is made, but will not retroactively receive a credit for any specified invoice already generated by Company.

Example: A Customer that meets all other eligibility requirements, except that it does not contact Customer Care prior to the last day in the period of service covered by Customer's fifth invoice to activate the promotion, calls Customer Care to activate the promotion two weeks later. The Customer will receive credits calculated according to Section 3.12.6.A preceding for the 9th, 13th, 19th, 22nd, and 26th invoices; the Customer will not retroactively receive the 6th invoice credit to which it would otherwise have been entitled.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

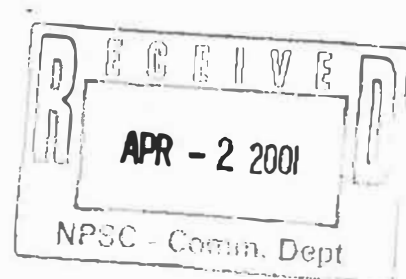
3.12 Customer Advantage Plans (Cont'd)

3.12.7 Customer "Welcome Aboard" Advantage Plan

For new Customers who meet the eligibility requirements of Section 3.12.1 preceding, the Company will waive the ECU rate component during Business Day hours only, and for 1+ and toll free access calls only, for the first and second invoices within the regular billing cycle. Company's standard tariff rate methodology applies from and after the third invoice.

3.12.8 Save/Winback Off-Peak/Non-Business Day Adjustments

Customers whose rates are adjusted pursuant to 3.1.10 preceding and who then qualify as a "save" or "winback" customers are eligible to be rerated to the off-peak rate prior to any applicable adjustment made pursuant to 3.1.10.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.9 Service Term Invoice Free Credit. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 3.12.32 shall receive the Service Term Invoice Free Credit.

3.12.3.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive five months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for five months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

3.12.3.2 Eligibility. To be eligible for the Service Term Invoice Free Credit, each customer must:

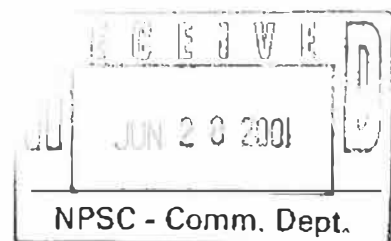
- A.** Have initiated service under a HorizonOne Communications Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received five months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit at the initiation of service or at any time during the first five service months but not later than the first day of service in the sixth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 3.12.3.A, preceding.

(C)

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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



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**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.12 Customer Advantage Plans (Cont'd)

3.12.10 Service Term Invoice Free Credit II. New customers or customers who qualify as either a "save" or a "winback" and who meet the eligibility requirements set forth in Section 3.12.10.2 shall receive the Service Term Invoice Free Credit II.

3.12.10.1 Credit. For the entire service term of each new customer or customer that qualifies as either a "save" or "winback" customer, a continuing periodic credit shall be given in the invoice following each consecutive three months of uninterrupted service ("credit invoice") equal to the lower of either (i) the average of the customer's monthly usage and non-usage charges for three months preceding the credit invoice (excluding calling card charges, fees, taxes, surcharges, assessments, and similar charges); or (ii) a credit which equals the eligible charges on the invoice in which the credit is applied.

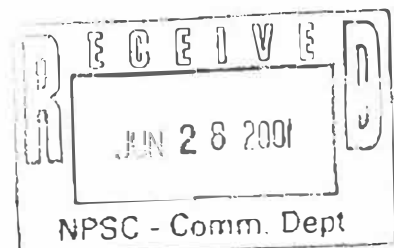
3.12.10.2 Eligibility. To be eligible for the Service Term Invoice Free Credit II, each customer must:

- A.** Have initiated service under a HorizonOne Communications Plan;
- B.** Have current usage which exceeds the established minimum monthly usage levels for the applicable HorizonOne Communications Plan;
- C.** Have no record of nonpayment, delinquencies or issues of credit worthiness;
- D.** Have received three months of consecutive and uninterrupted service preceding each credit invoice;
- E.** Have selected this Service Term Invoice Free Credit II at the initiation of service or at any time during the first three service months but not later than the first day of service in the fourth month; and,
- F.** Pay all charges rendered in customer's credit invoice in excess of the amount of the applicable credit as calculated under Section 3.12.10.1, preceding.

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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



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**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.13 Cross Over Special Service Offers

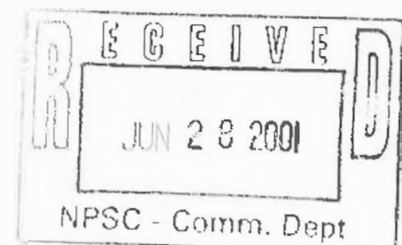
3.13.1 Cross Over Credit (COC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Credit" or "COC" equal to 5% of the customer's usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- The COC credit is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - If earned, as specified in Section 3.13.1.A preceding, the COC will be reflected in that customer's first invoice which follows customer's completion of 60 days of uninterrupted service following its commencement of service.
 - This credit is not available with Company's offering set forth in Section 3.13.2 following.
 - The COC is noncumulative (cannot be carried over to any following month or otherwise accumulated).
 - A customer whose service is terminated for cause or who terminates Company's service in its discretion prior to the completion of its minimum service term forfeits its COC credit.

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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



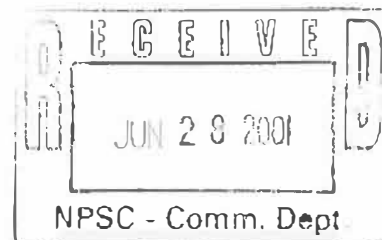
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**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.13 Cross Over Special Service Offers (Cont'd)

3.13.2 Cross Over Century Card (COCC)

- A.** To induce new customers to order service, for any customer ordering service and which institutes service within 30 days of such order, Company will provide its "Cross Over Century Card" or "COCC," a prepaid calling card worth \$100 for each \$1000 of usage charges incurred by customer in its final invoice immediately preceding customer's commencement date of service with Company.
- B. Limitations and Disclaimers**
- This offer is available only in conjunction with Company's interstate and intrastate service offerings as tariffed with the FCC and the respective states.
 - The COCC card will be issued following Customer's commencement of service.
 - This offer is not available with Company's 5% credit offer set forth in Section 3.13.1 preceding.
 - The COCC card expires within 6 months of its issuance date ("use period") irrespective of the balance of the COCC card's face value when issued, if any, remaining at the date of expiration.
 - Customer must remain in service during the period of time that any unused balance exists on the COCC card; must have no delinquencies in payments on account for its non-calling card and non-COCC card services; and must have no bill cycle interruptions.



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By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010

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**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.13 Cross Over Special Service Offers (Cont'd)

3.13.2 Cross Over Century Card (COCC) (Cont'd)

B. (Cont'd)

- To qualify for each \$100 of face value on COCC, the customer's previous usage will be segmented into \$100 usage "packets" as follows:

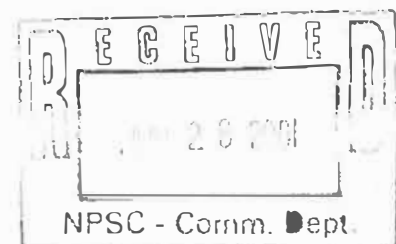
<u>Previous Usage</u>	<u>\$100 Packets</u>
\$100.00	1
\$200.00	2
\$300.00	3
\$395.00	4
\$490.00	5
\$585.00	6
\$680.00	7
\$775.00	8
\$870.00	9
\$965.00 +	10

- COCC calls must originate and terminate from locations in the state from areas served with equal access. COCC calls are rated at \$0.75 per minute of use and are distance, day-of-week, and time-of-day insensitive. Non-transport charges do not apply.
- If at any time prior to the completion of its use period, any of customer's services is terminated for cause, for any service customer in its discretion terminates, or should customer fail at any time to comply with the conditions of this Section, at the time of termination or failure of compliance, the unused value of the COCC card shall be cancelled immediately by Company.

ISSUED: June 28, 2001

EFFECTIVE: July 9, 2001

By: Glen T. Stockton, II
Chief Counsel, Tariff and Regulatory Affairs
3660 Wilshire Blvd., 4th Floor
Los Angeles, CA 90010



**SECTION 3 - DESCRIPTION OF SERVICES, RATES,
AND SPECIAL OFFERINGS (Cont'd)**

3.14 Freedom Plan Plus (FPP)

Customers who qualify as either a "winback" or "save" under Telecompetitive Service Offerings ("TSO's"), and who Company determines that but for the availability of an alternative rate plan structure, Company would not be able to retain ("save"), or will not be able to winback a prior customer already having switched its services to another carrier ("winback"), may be offered Freedom Plan Plus. The Freedom Plan Plus telecompetitive service offering, whenever added to a customers calling plan, is limited in duration to six consecutive invoices once initiated.

Freedom Plan Plus customers' accounts are subject to ninety-six (96) second Minimum Call Units (MCU's) and Incremental Call Units (ICU's), with rounding to the next full ninety-six (96) second increment thereafter, unless subject to other rounding methodology under a telecompetitive service offer. However, Customers under Freedom Plan Plus receive a waiver of Equivalent Call Units (ECU's). That is, Customers under Freedom Plan Plus are charged, on a per-call basis, for the duration of a call only.

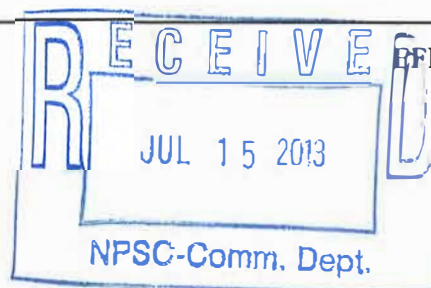
All conditions applicable to Freedom Plan customers must be satisfied in order for a customer to qualify for Freedom Plan Plus. A Customer under Freedom Plan Plus shall be billed at Freedom Plan Rates for Freedom Plan Services, as determined by the Customer's applicable Freedom Plan Rate Category. However, Freedom Plan Plus Customers' accounts must have an applicable Freedom Plan Rate Category which corresponds to a call unit rate of \$0.149 or higher. Freedom Plan customers who select Freedom Plan Plus, whose accounts are subject to a Freedom Plan Rate Category which corresponds to a lower call unit rate than \$0.149 will have their Rate Category adjusted upward to a Rate Category corresponding to a call unit rate of \$0.149 or higher. The same promotions and incentives available to other Freedom Plan customers are available to Freedom Plan Plus customers, subject to the same qualifications and other requirements applicable to other Freedom Plan customers for those promotions or incentives.

As of October 1, 2003, any Customer who has had the Freedom Plan Plus service offering active on their account for six or more consecutive invoices shall have this offering removed from their calling plan.

All Freedom Plan Plus customers in service on or before April 15, 2013, whose services are not part of an unexpired term plan or usage rate guarantee, and which have not experienced a rate category change during the previous three consecutive invoices, shall have their rates adjusted upward by two Rate Categories or to the highest available rate category, whichever is lower, effective for all calls on or after July 25, 2013, that are reflected on invoices rendered on or after August 15, 2013. (N/I)

ISSUED: July 15, 2013

Tariff Administrator
4380 Boulder Highway
Las Vegas, NV 89119



EFFECTIVE: July 25, 2013