

ORIGINAL

BUEHNER-FRY, INC.
D/B/A DIRECTDIAL USA

A.C.C. Tariff No. 2
Title Page, Original

Interexchange Service Tariff

RESALE TARIFF OF
BUEHNER-FRY, INC. D/B/A DIRECTDIAL USA

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of Intrastate Resale Common Carrier Communications offered by Buehner-Fry, Inc. d/b/a DirectDial USA between points within Arizona.

APPROVED FOR FILING

DECISION #: 63909

ISSUED: August 14, 2001

EFFECTIVE: August 15, 2001

ISSUED BY: Milton T. Buehner, President
Buehner-Fry, Inc. d/b/a DirectDial USA
62975 Boyd Acres Road, Suite 2
Bend, Oregon 97701-8237

Interexchange Service Tariff

CHECK SHEET

The Title Page and Pages 1 through 20, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named below, contain all changes from the original tariff that are in effect on the date thereon except as otherwise noted.

PAGE

REVISION LEVEL

ALL PAGES ORIGINAL

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explanation of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

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62975 Boyd Acres Road, Suite 2
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Application of Tariff

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Buehner-Fry, Inc. d/b/a DirectDial USA within the State of Arizona.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACC - Arizona Corporation Commission.

Access Line - An arrangement which connects the customer's location to a Buehner-Fry, Inc. d/b/a DirectDial USA's switching center or point of presence.

BFI - Used throughout this tariff to mean Buehner-Fry, Inc. d/b/a DirectDial USA unless clearly indicated otherwise by the text.

Company or Carrier - Buehner-Fry, Inc. d/b/a DirectDial USA unless otherwise clearly indicated by the context.

Customer or End User - The person, firm, corporation, or other entity which initiates a call on the Company's network, or accepts billing for a call on the Company's network, subject to the terms and conditions of the Company's tariff regulations.

Dedicated Access Origination - Where originating 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.

DirectDial USA - Buehner-Fry, Inc. d/b/a DirectDial USA unless otherwise clearly indicated by the context.

LEC - Local Exchange Company.

Subscriber - The person, firm, partnership, corporation, or other entity who owns or manages the property or location from which a Customer places a call utilizing the equipment and services of the Company. The Subscriber or its agents have a pre-existing business arrangement with the Company and may also be a Customer or End User.

Switched Access Origination - Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

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Buehner-Fry, Inc. d/b/a DirectDial USA
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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Buehner-Fry, Inc. d/b/a DirectDial USA

BFI's services and facilities are furnished for intraLATA and interLATA communications originating at specified points within the State of Arizona under terms of this tariff.

BFI installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. Buehner-Fry, Inc. d/b/a DirectDial USA offers resold direct dial long distance services in conjunction with operator assisted long distance services provided by Buehner-Fry, Inc. d/b/a Resort Operator Services. Arizona intrastate service is offered in conjunction with the Company's interstate service. The Company's services and facilities are available twenty-four hours per day, seven days per week.

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

2.2 Limitations

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

2.2.2 BFI 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.

2.2.3 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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Interexchange Service Tariff

SECTION 2 - RULES AND REGULATIONS, CONT.

2.2 Limitations, cont.

2.2.4 All facilities provided under this tariff are directly controlled by BFI 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.

2.2.5 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 BFI'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.

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Interexchange Service Tariff

SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 Liabilities of Company, cont.

- 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.
- 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 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 Liabilities of Company, cont.

2.4.5 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.

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Advance Payments

For Customer whom the Company feels an advance payment is necessary, BFI 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.

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SECTION 2 - RULES AND REGULATIONS, CONT.

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 PBX. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided by tariff or contract. The Subscriber 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.

2.9 Installation

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 BFI. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the ACC. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.11 Cancellation by Customer

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

2.12 Interconnection

Service furnished by BFI may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with BFI's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer.

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Buehner-Fry, Inc. d/b/a DirectDial USA
62975 Boyd Acres Road, Suite 2
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SECTION 2 - RULES AND REGULATIONS, CONT.

2.13 Refusal or Discontinuance by Company

BFI may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 7 days written notice to comply with any rule or remedy any deficiency:

- 2.13.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For use of telephone service for any other property or purpose than that described in the application.
- 2.13.3 For neglect or refusal to provide reasonable access to BFI or its agents for the purpose of inspection and maintenance of equipment owned by BFI or its agents.
- 2.13.4 For noncompliance with or violation of Commission regulation or BFI's rules and regulations on file with the Commission, provided five days' written notice is given before termination.
- 2.13.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without five days written notice to the Customer, except in extreme cases.
- 2.13.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect BFI's equipment or service to others.
- 2.13.7 Without notice in the event of tampering with the equipment or services owned by ~~BFI or its agents.~~

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.13 Refusal or Discontinuance by Company, cont.

2.13.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, BFI may, before restoring service, require the Customer to make, at his or her 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 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.13.10 For extended periods of inactivity.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier'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 Carrier 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 Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided automatic dialing equipment 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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SECTION 2 - RULES AND REGULATIONS, CONT.

2.15 Restoration of Service

The use and restoration of service shall be in accordance with the rules and regulations of the ACC.

2.16 Inspection, Testing, and Adjustment

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

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Carrier. From time to time, the Company may waive all processing fees for a Customer.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.19 Late Payment Charge

A late fee of 1.5% monthly may be charged on any past due balances beginning 30 days from the mailing date of the bill.

2.20 Return Check Charges

A fee of \$15.00, or five percent of the amount of the check, whichever is greater, will be charged for each check returned for insufficient funds.

2.21 Reconnection Charge

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who have been disconnected for non-payment.

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Interexchange Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 Long distance usage charges are based on the actual usage of BFI's network. The Company will determine that a call has been established through industry standard answer detection methods including, where available, by signal from the local telephone company.
- 3.1.2 Minimum billed call duration and billing increments differ from product to product. Product specific information is included in 4.0 Rate Schedules.
- 3.1.3 Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.1.4 There is no billing applied for incomplete calls.
- 3.1.5 Chargeable time ends when either party "hangs up" thereby releasing the network connection.

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Interexchange Service Tariff

SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 General

The Company's long distance service is offered to customers for calling within the State of Arizona. Customers access BFI's network via local exchange company provided feature group access. Calls are routed over the Company's transmission and switching facilities to any valid NPA-NXX in the State of Arizona.

3.3 Product Descriptions

Unless otherwise indicated, calls are billed in full minute increments, with a one minute minimum call duration. No holiday or time of day discounts are offered. All services are offered in conjunction with interstate service.

3.3.1 DirectDial USA Long Distance - Plan I

BFI's DirectDial USA Plan I is offered to single and multiple site subscribers who utilize a combination of billing by the local exchange company and the Carrier. The Carrier provides an integrated combination of telephones, personal computers and accounting software unique to the management needs of the interim housing property manager. Volume discounts apply.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.3 Product Descriptions, cont.

3.3.2 DirectDial USA Long Distance - Plan II

BFI's DirectDial USA Plan II is designed for use by guests in interim housing units who wish to charge long distance calls to a major credit card (Visa, Mastercard, American Express, Discover) but by dialing those calls on a direct dial basis, without operator assistance. Callers utilizing Plan II will speak with a DirectDial USA representative at the time of their initial use of the unit telephone, and will provide credit card information at that time. Subsequent calls from the unit telephone will be made on a direct dial basis, and automatically billed to the caller's credit card, without operator intervention or input of credit card numbers. Plans are offered for resort/vacation and executive housing. Calls are billed in one minute increments, with a three minute minimum call duration.

3.3.3 DirectDial USA Business Long Distance

For business customers, the Company offers a combination of switched inbound and outbound service for use for reservations, administrative functions and other business purposes. Customers who subscribe to DirectDial's Business Long Distance in conjunction with DirectDial Plan I and/or II, described above, receive the "preferred" rate plan. In addition, preferred customers who execute a term agreement for two years or more receive the "preferred term" rate. Calls are billed in six second increments, with a six second minimum. No time of day or holiday discounts apply.

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SECTION 4 - MAXIMUM RATES

4.1 General

Unless otherwise indicated, calls are billed in full minute increments.

4.2 DirectDial USA Long Distance

4.2.1 Plan I

Monthly Long Distance Minutes	Rate Per Minute*
0-9,999	\$0.336
10,000-19,999	\$0.264
20,000-29,999	\$0.216
30,000-39,999	\$0.192
40,000-99,999	\$0.168
100,000+	\$0.147

*An additional per minute charge applies for use of personal computer and accounting packages.

4.2.2 Plan II

Resort/Vacation Plan

Initial 3 Minutes	Each Add'l Minute
\$1.20	\$0.42

Commercial Plan

Initial 3 Minutes	Each Add'l Minute
\$1.20	

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SECTION 4 - MAXIMUM RATES, CONT.

4.2 DirectDial USA Long Distance, cont.

4.2.2 Plan II, cont.

Alternative Plan II

\$5.94	30 day subscription fee @ \$0.239/minute
\$7.14	30 day subscription fee @ \$0.179/minute

4.3 DirectDial USA Business Long Distance Per Minute Usage Rates

4.3.1 Standard Plan

Each 6 Seconds

Inbound	\$0.017
Outbound	\$0.017

4.3.2 Preferred Plan

Each 6 Seconds

Inbound	\$0.014
Outbound	\$0.014

4.3.3 Preferred Term

Each 6 Seconds

Inbound	\$0.013
Outbound	\$0.013

4.4 Directory Assistance

Each call: \$1.14

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BUEHNER-FRY, INC.
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Price List
Title Page, Original

Interexchange Services Price List

PRICE LIST OF
BUEHNER-FRY, INC. D/B/A DIRECTDIAL USA

This price list contains the rates applicable to the furnishing of Intrastate Resale Common Carrier Communications offered by Buehner-Fry, Inc. d/b/a DirectDial USA between points within Arizona.

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Price List
Page 1, First Revised
Interexchange Services Price List

CURRENT RATES

General

Unless otherwise indicated, calls are billed in full minute increments.

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Price List
Page 2, First Revised

Interexchange Services Price List

CURRENT RATES, CONT.

1. DirectDial USA Long Distance

1.1 Plan I

Monthly Long Distance Minutes	Rate Per Minute*
0-9,999	\$0.280
10,000-19,999	\$0.220
20,000-29,999	\$0.180
30,000-39,999	\$0.160
40,000-99,999	\$0.140
100,000+	\$0.123

*An additional per minute charge applies for use of personal computer and accounting packages.

1.2 Plan II

Resort/Vacation Plan

Initial 3 Minutes	Each Add'l Minute
\$1.00	\$0.35

Commercial Plan

Initial 3 Minutes	Each Add'l Minute
\$1.00	\$0.30

Alternative Plan II

\$4.95 30 day subscription fee @ \$0.199/minute
\$5.95 30 day subscription fee @ ~~\$0.149/minute~~

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Interexchange Services Price List

CURRENT RATES, CONT.

2. DirectDial USA Business Long Distance Per Minute Usage Rates

2.1 Standard Plan

Each 6 Seconds

Inbound	\$0.014
Outbound	\$0.014

2.2 Preferred Plan

Each 6 Seconds

Inbound	\$0.012
Outbound	\$0.012

2.3 Preferred Term

Each 6 Seconds

Inbound	\$0.011
Outbound	\$0.011

3. Directory Assistance

Each call:	\$0.95
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Buehner-Fry, Inc. d/b/a DirectDial USA
62975 Boyd Acres Road, Suite 2
Bend, Oregon 97701-8237