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07-68-TP-ACE



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Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

Dear Sir/Madam:

Enclosed please find the BetterWorld Telecom, LLC Application for Operating Authority, requested supporting documentation, and Tariff.

The original and seven copies of all documents are enclosed.

Please do not hesitate to contact me if you have any questions.

Regards,

Gloria Costa
Manager Regulatory and Admin.
(703) 797-1750 X909
gcosta@BetterWorldTelecom.com

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician SB Date Processed 1/24/07

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM

(Effective: 10/01/2004)

(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

In the Matter of the Application of BetterWorld Telecom, LLC

Case No. 07 - 68 - TP - ACE

to _____

Name of Registrant(s) BetterWorld Telecom, LLC
DBA(s) of Registrant(s) BetterWorld Telecom
Address of Registrant(s) 11951 Freedom Drive, 13th Floor, Reston, VA 20190
Company Web Address www.betterworldtelecom.com
Regulatory Contact Person(s) Gloria Costa Phone 703-797-1750 x909 Fax 866-888-1035
Regulatory Contact Person's Email Address gcosta@betterworldtelecom.com
Contact Person for Annual Report Gloria Costa Phone 703-797-1750 x909
Consumer Contact Information Glenn Powell Phone 703-797-1750 x908
Date _____ TRF Docket No. _____ - CT-TRF or _____ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☐ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]

Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS

☐ Other (explain) _____

NOTE: This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. *It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.*

I. Please indicate the reason for submitting this form (check one)

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)
- ☐ 2 (ABN) Abandonment of all Services
☐ a. CLEC (90-day approval, 10 copies) ☐ b. CTS (14-day approval, 10 copies) ☐ c. ILEC (NOT automatic, 10 copies)
- ☒ 3(ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); *for CMRS, see item No.15 on this page.*
☐ a. Switched Local ☐ b. Non-switched local ☒ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) _____
- ☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)
- ☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)
- ☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)
NOTE: see item 25 (CTR) on page two of this form for all other contract filings.
- ☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)
- ☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)
- ☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)
☐ ii. New End User Service which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)
☐ iv. New Carrier-to-Carrier Service which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)
☐ vi. Grandfather service (30-day approval, 10 copies)
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)
☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)
- ☐ 10(ATC) Application to Transfer Certificate (30-day approval, 7 copies)
- ☐ 11(ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)
- ☐ 12(ATW) Application to Withdraw a Tier 1 Service
☐ a. CLEC (60-day approval, 10 copies) ☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13(CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14(NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15(RCC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16(SLF) Self-complaint Application
☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17(UNC) Unclassified (explain) _____ (NOT automatic, 15 copies)
- ☐ 18(ZTA) Tariff Notification Involving only Tier 2 Services

NOTE: Notifications do not require or imply Commission Approval.

- ☐ a. New End User Service (0-day notice, 10 copies)
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)
☐ c. Withdrawal of service (0-day notice, 10 copies)
☐ 19 Other (explain) _____ (NOT automatic, 15 copies)

THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)

- ☐ 20 Introduction or Extension of Promotional Offering
☐ 21 New Price List Rate for Existing Service
☐ a. Tier 1 ☐ b. Tier 2
☐ 22 Designation of Registrant's Process Agent(s)
☐ 23 Update to Registrant's Maps
☐ 24 Annual Tariff Option For Tier 2 Services - indicate which option you intend to adopt to maintain the tariff. NOTE, changing options is only permitted once per calendar year.
☐ Paper Tariff ☐ Electronic Tariff. If electronic, provide the tariff's web address: _____

THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)

- ☐ 25 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments)
 CTR Docket No. _____ - _____ - TP - CTR (Use same CTR number throughout calendar year)

II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input type="checkbox"/>	[3]	Completed Service Requirements Form.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) Exhibit E
<input checked="" type="checkbox"/>	[3]	Evidence that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio.
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed. See exhibit C
<input type="checkbox"/>	[3a-b,3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b,3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b,3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b,3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b,3d]	Documentation attesting to the applicant's financial viability, including the following: 1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. 2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions 3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area. See exhibit D
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership. Exhibit G
<input type="checkbox"/>	[3a-b,3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b,3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b,3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b,3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1,3a-b,3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b,3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a,3b,3d, 9a(i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).
<input type="checkbox"/>	[3a-b,3d,8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3-5,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established. Exhibit F
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners. See exhibit B
<input checked="" type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize. Exhibits H & I
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A. N/A
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B. N/A

<input type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable.
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-23,25]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.
<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice which has been/will be provided to customers. The change from Inc. to LLC will be invisible to our customers. All correspondence with the customer and our website refer to our company as BetterWorld Telecom NOTE: SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission Staff
<input type="checkbox"/>	[1,2,5,9a(v),11-13, 18, 21(increase only)]	Affidavit attesting that customer notice has been provided. N/A
<input type="checkbox"/>	[2,12]	Copy of Notice which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio exchanges specifically involved or affected. N/A
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and / or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input type="checkbox"/>	[1,3,13]	For CLECs, List of Ohio Exchanges the applicant intends to serve (Use spreadsheet from: N/A http://www.puc.state.oh.us/puco/forms/form.cfm?doc_id=357).
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant. N/A If Mirroring Large ILEC exchanges for both serving area and local calling areas: • Serving area must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • Local calling areas must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges. If Self-defining serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • Serving Area must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • Local Calling Areas must be described in the tariff through textual delineation and clear maps. Maps for self-defined serving and local calling areas are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.
<input type="checkbox"/>	[3]	Initial certification that includes Tier 2 Services, indicate which option you intend to adopt to maintain the tariff: Paper Tariff <input type="checkbox"/> Electronic Tariff - If electronic, provide the web address for the tariff: _____

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:

- ☒ 1+ IntraLATA Presubscription

SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):

- ☐ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☐ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]
- ☐ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]
- ☐ Termination Liability Language [Required for all who have early termination liability language in their tariffs]
- ☐ Service Connection Assistance (SCA) [Required for all LECs]
- ☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]
- ☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

IV. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:

Glenn Powell, Operations Manager, 703-797-1750 x908, 11951 Freedom Drive, 13th Floor, Reston, VA 20190

V. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:

Gloria Costa, Manager Regulatory & Admin., 703-797-1750 x909, 11951 Freedom Drive, 13th Floor, Reston, VA 20190

NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.

VI. List Name(s), DBA(s) and PUCO Certification Number(s) of any affiliates you have operating in Ohio under PUCO authority, whether Telecommunication or other. (If needed, use a separate sheet and check here: ☐)

N/A

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer of the applicant corporation, BetterWorld Telecom, LLC, and am authorized to make this statement on its behalf. I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1-21-07 at Reston, VA
(Date) (Location)

Matthew Bauer PRESIDENT 1-21-07
*(Signature and Title) (Date)

**** This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

VERIFICATION

I, MATTHEW BAUER, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

Matthew Bauer PRESIDENT 1-21-07
*(Signature and Title) (Date)

****Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.***

EXHIBITS

Exhibit A	Service Requirement Form
Exhibit B	List of Directors
Exhibit C	Description of Service Proposed
Exhibit D	Brief Resumes
Exhibit E	Proposed Tariff
Exhibit F	Secretary of State Certificate
Exhibit G	Corporate Structure
Exhibit H	Disconnect Notice Sample
Exhibit I	Sample Invoice

EXHIBIT A**TELEPHONE SERVICE REQUIREMENTS FORM**

Pursuant to Case Nos. 95-845-TP-COI, 99-998-TP-COI, 99-563-TP-COI, and 04-1785-TP-ORD

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):

[x] 1. *SALES TAX (See also Case No. 87-1010-TP-UNC)*

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

[x] 2. *MTSS TARIFF REQUIREMENTS*

[x] The provider attests that its tariffs include:

- provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- Toll Caps (choose one):
 - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
 - ☒ not applicable since the provider has not chosen to incorporate toll caps.
- language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- language regarding residential service guarantors, as cited in 4901:1-5-14;
- language regarding subscriber bills, as cited in 4901:1-5-15;
- language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,

- language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☐ Advance Payment

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

[x] 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers

Provider's Name: _____
Case No. ____ -TP- ____
Case No. ____ -TRF
Issued: _____
(Date Filed)

informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

[] 4. 1+ INTRALATA PRESUBSCRIPTION - Basic Local Exchange Providers Only (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the

Provider's Name: _____
 Case No. ____ - ____ -TP- ____
 Case No. ____ - ____ - ____ - TRF
 Issued: _____
 (Date Filed)

presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D; Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.

d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the

Provider's Name: _____
Case No. ____ - ____ -TP- ____
Case No. ____ - ____ - ____ - TRF
Issued: _____
(Date Filed)

90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

e. IntraLATA Presubscription Charges

i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge will apply. The IntraLATA Presubscription Change Charge shall be applied as follows:

- a. The charge shall be no greater than those set forth in Paragraph (e)(ii), unless modified by a company-specific Commission-approved tariff.
- b. If a Subscriber changes both the InterLATA and IntraLATA Presubscribed Interexchange Carrier at the same time, 50% of the otherwise applicable IntraLATA Presubscription Change Charge will apply.

ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

— Manual Process	\$5.50
-- Electronic Process	\$1.25

B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):

☒ 1. **DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

Provider's Name: _____
 Case No. ____ -TP- ____
 Case No. ____ -TRF ____
 Issued: _____
 (Date Filed)

Applicable to all telephone companies offering message toll service (MTS)
(See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls.
- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☒ 2. **EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Provider's Name: _____
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Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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☐ 3. **ALTERNATIVE OPERATOR SERVICES**

By checking this box, the provider attests that it will provide alternative operator services (AOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the AOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

☒ 4. **LIMITATION OF LIABILITY**

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

☐ 5. **TERMINATION LIABILITY**

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

☐ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit

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requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1**

Tariffing

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated components of a package or bundle of services either as a package at a separate, single rate for the regulated components or individually at individual tarified rates. The unregulated services and any rate(s) associated with the unregulated service components of any package or bundle of services shall not be tarified.

Disconnection Procedures

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

Staff Notice

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tarified and untarified rate).

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☐ **Option 2****Tariffing**

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

Disconnection Procedures

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

Disconnection Notice

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

☐ **9. INMATE OPERATOR SERVICES**

By checking this box, the provider attests that it will provide inmate operator services (IOS) as defined in Rule 4901:1-6-01(A) of the Ohio Administrative Code (O.A.C.) in compliance with all of the IOS service parameters set forth in Rule 4901:1-6-23, O.A.C.

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 Issued: _____
 (Date Filed)

LIST OF DIRECTORS OF BETTERWORLD TELECOM, LLC

James Kenefick, CEO, 11951 Freedom Drive, 13th Floor., Reston, VA 20190
703-797-1750

Matthew Bauer, President, 11951 Freedom Drive, 13th Floor., Reston VA 20190
703-797-1750

DESCRIPTION OF SERVICES PROPOSED

Company provides 24-hour intrastate interexchange telecommunications services, including long distance, toll and calling card telecommunications services. We primarily offer services to socially responsible companies/individuals supporting the environment, education, and children. We will donate 3% of our top line revenues to these same socially responsible causes.

**BETTERWORLD TELECOM, LLC
MANAGERS**

Jim Kenefick, Chairman

With over 15 years of industry experience Jim previously founded NETtel, an integrated communications provider ("ICP") that provided local and long distance services to small and medium sized businesses throughout the United States. He served as Chief Executive Officer until the company was sold to McCleod USA in January 2001. While at NETtel he raised over \$300 million and managed more than 600 employees. From 1995 to 2001 Mr. Kenefick was an initial investor, principal, advisor and Director for Epoch Networks, a Tier 1 Internet Service Provider. Mr. Kenefick assisted Epoch in raising \$150 mm in venture capital, helped recruit executive team members and advised the company on general management strategy.

Previously Jim founded Keystone Corp., an IXC specializing in providing telecommunications services to the hospitality industry, and served as chief executive officer until the company was sold to National Telecom in 1995. Jim is also a Two Time E&Y Entrepreneur of the year finalist and a Babson College graduate with a degree in finance and entrepreneurial studies. Jim is a long time member of the Entrepreneurs Organization and Young Presidents Organization.

Matt Bauer, President

As a social entrepreneur, Matt has worked to improve communities in the U.S. and abroad in both for-profit and non-profit sectors over the past 18 years. Before co-founding BetterWorld Telecom, Matt served as Director of Business Development from 1999 to 2002 for the AES Corporation, a Fortune 200 independent power company that owns and operates over \$33 billion of assets in 28 countries. Prior to AES, as Marketing Director for NETtel Communications, Matt spearheaded the development and management of NETtel's web based product line and web sites. Prior to NETtel he served a number of roles over 10 years including Director of Sales and Marketing for Valucom, Inc., an information services, network design, technology and consulting firm whose clients included most of the top 20 telecom carriers in the world.

Matt's professional affiliations include membership in the Social Venture Network, the DC Sustainable Business Network, and the GW EMBA Alumni Association. He dedicates substantial time to community-based organizations focused on children, sustainability, and the arts in Washington, DC and Atlanta - currently serving on the board of trustees for the Patricia M. Sitar Center for Artistic Youth Development, the DC Sustainable Business Network, the U Street Theatre Foundation (Lincoln Theatre), and the True Colors Theatre Company. Matt holds a BA in Telecommunications from Indiana University, an MBA from George Washington University and has completed executive coursework at MIT.

BetterWorld Telecom, LLC

P.U.C.O. Tariff No.1
Title Page

TARIFF SCHEDULE APPLICABLE TO
RESOLD INTEREXCHANGE COMMUNICATIONS SERVICES
PROVIDED WITHIN THE STATE OF OHIO BY
BETTERWORLD TELECOM, LLC

This tariff applies to the resold interexchange telecommunications services furnished by BetterWorld Telecom, LLC ("BetterWorld" or "Company") between one or more points in the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at Company's principal place of business, 11951 Freedom Drive, 13th Floor., Reston, Virginia 20190.

Issued: January 19, 2007

Effective: _____

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Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

Issued Under Authority of the Public Utilities Commission of Ohio, Dated _____, in Case No. _____.

CHECK SHEET

The Title Page and Pages 1 through 18 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
Title	Original	16	Original
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2	Original	18	Original
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5	Original		
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TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- C - To signify a **changed** regulation.
- D - To signify a **deleted** or **discontinued** rate or regulation.
- I - To signify an **increased** rate.
- M - To signify a **move** in the location of text.
- N - To signify a **new** rate or regulation.
- R - To signify a **reduced** rate.
- T - To signify a change in **text** but no change in a rate or regulation.

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SECTION 1 – DEFINITIONS

Authorization Code

A multi-digit code that enables a customer to access Company's network and enables Company to identify the customer's use for proper billing. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI)

A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Calling Card

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed.

Commission

The Public Utilities Commission of Ohio.

Common Carrier

A company or entity providing telecommunications services to the public.

Company

The term "Company" denotes Better World Telecom, Inc.

Customer

The person, firm, or corporation or other entity which orders or uses service and is responsible for the payment of charges and compliance with the tariff regulations. The term Customer is synonymous with the term "Subscriber."

Local Access and Transport Area (LATA)

The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, or any other geographic area designated as a LATA in the National Exchange Company Association, Inc. Tariff F.C.C. No. 4.

Subscriber

See "Customer" definition.

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SECTION 1 – DEFINITIONS (Cont'd)

Telecommunications

The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

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SECTION 2 – RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State of Ohio. Company's services are furnished subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.

2.2 Use of Services

- 2.2.1 Company's services may be used for the transmission of telecommunications by the Customer for any lawful purpose for which the service is technically suited.
- 2.2.2 The use of Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Company's services may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Limitations on Liability

- 2.3.1 Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, regardless of the form of action whether in contract, tort, negligence of any kind whether active or passive, strict liability, or otherwise.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for any claims for loss or damages involving:
- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services provided by the Company; or (3) common carriers;

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.3 Limitations on Liability (Cont'd)

- B. Any delay or failure of performance due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of the Company's facilities and services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided services; or by means of the combination of Company-provided services with Customer-provided facilities or services;
- E. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises;
- F. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- G. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- H. Any noncompletion of calls due to network busy conditions;
- I. Any calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)2.3 Limitations on Liability (Cont'd)

- 2.3.5 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.
- 2.3.6 The Company assumes no responsibility for the availability or performance of any related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.7 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for the payment of all charges for services furnished to the Customer.
- 2.4.2 The Customer is responsible for compliance with applicable regulations set forth in this tariff.
- 2.4.3 The Customer shall indemnify and hold Company harmless from all liability disclaimed by Company as specified in this Tariff, arising in connection with the provision of service by Company.

2.5 Deposits

Company does not require a deposit from the Customer.

2.6 Taxes

The customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end use is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges will appear as separate line items on the customer's bill, and are not included in the quoted rates. Any such line item charges will be reflected in the company's tariff. The company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. The company shall comply with Commission procedures by sending notice to all customers informing them of the new line item charges.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)2.7 Billing Arrangements

- 2.7.1 Customer bills and Company's billing practices will comply with MTSS 4901:1-5-15.
- 2.7.2 The Customer will be billed directly by Company. Billing is based on a minimum call duration of thirty (30) seconds with six (6) second billing increments thereafter for all services. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called stations. There are no charges for uncompleted calls.
- 2.7.3 Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have thirty (30) days. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.7.4 The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.7.5 Bills are due and payable within eighteen (18) days from the invoice date. Payment may be made by cash, check, money order, or cashier's check.
- 2.7.6 A late fee of 1.5% monthly will be charged on any past due balances. The late fee amount will be assessed from the date payment was due. The late payment charge will not be applied to previous late payment charges that have been assessed but not yet paid for, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.
- 2.7.7 A charge of \$25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.7.8 If Customer fails to perform any of Customer's payment obligations set forth in this tariff, Customer shall pay any and all collection costs and expenses incurred by Company in enforcing or establishing its rights hereunder, including, without limitations, collection agency fees or payments, court costs, arbitration costs and actual attorney's fees.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.8 Billing Disputes

- 2.8.1 All bills are presumed accurate, and shall be absolutely binding on the Customer unless objection is received by Company. Billing disputes should be addressed to Company's customer service organization via telephone at (866) 567-2273, in writing at 11951 Freedom Drive, 13th Floor, Reston, VA 20190, or via email at wecare@betterworldtelecom.com.
- 2.8.2 In the case of a billing dispute between the Customer and Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Company, the Customer may file an appropriate complaint with the Public Utility Commission of Ohio. The Commission's address is:

The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793
(614) 466-3292
1-800-686-7826

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Cancellation, Discontinuance or Interruption of Services

2.9.1 Cancellation

- A. Customer may cancel service by providing notice to Company prior to cancellation by telephone or in writing. Notice will be deemed received upon actual receipt by the Company.
- B. Customer is responsible for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customer will continue to have Company usage until the Customer notifies its local exchange company and changes its long distance company.
- C. Any non-recoverable cost of Company expenditures shall be borne by the Customer if the Customer orders service and then cancels the order before such service begins; or liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges.

2.9.2 Discontinuance

- A. Company will comply with MTSS Rule 4901:1-5-17 (B) regarding disconnection of service for nonpayment.
- B. Company will comply with MTSS Rules 4901:1-5-17 (D) and (E) regarding disconnection of service with notice for reasons other than nonpayment.
- C. Company will comply with MTSS Rule 4901:1-5-17 (G) regarding disconnection of service without notice for reasons other than nonpayment.
- D. Company will comply with MTSS Rule 4901:1-5-17 (K) regarding disconnection procedures for nonpayment.
- E. Company will comply with MTSS Rule 4901:1-5-17 (M) regarding procedures for reconnection of service.

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SECTION 2 – RULES AND REGULATIONS (Cont'd)

2.9 Cancellation, Discontinuance or Interruption of Services (Cont'd)

2.9.3 Interruptions—Generally

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer or the Company discovers a service is inoperative and is not due to the negligence of the Customer. An interruption period ends when the service is operative.
- C. If the Customer reports a service to be inoperative but declines to release it for testing and repair, the service is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.

2.9.4 Limitations on Interruption Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B. due to the failure of power, equipment, systems, or services not provided by the Company;
- C. due to circumstances or causes beyond the control of the Company;

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Manager Regulatory & Admin.
11951 Freedom Drive, 13th Floor
Reston, VA 20190

SECTION 2 – RULES AND REGULATIONS (Cont'd)2.9 Cancellation, Discontinuance or Interruption of Services (Cont'd)

- D. during any period in which the Customer continues to use the service on an impaired basis;
- E. during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements; and
- F. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.9.5 Application of Credit for Interruptions of Service

- A. Credit for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred.
- B. For calculating credit allowances, every month is considered to have thirty (30) days or 720 hours.
- C. No credit allowance is available for an interruption of a continuous duration of less than two (2) hours.
- D. The customer shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the services affected for each hour or major fraction thereof that the interruption continues. The credit formula is: $\text{Credit} = (A/720) \times B$. "A" equals outage time in hours and "B" equals the total monthly charge for the affected utility.

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SECTION 3 – DESCRIPTION OF SERVICES**3.1 Description of Services**

Company provides 24-hour intrastate interexchange telecommunications services, including long distance, toll and calling card telecommunications services. Calls are rated based on the duration of the call. A minimum call duration is thirty (30) seconds with six (6) second billing increments thereafter for all services.

3.2 Calculation of Usage Rates

Billing for calls placed over Company's services is based on the duration of the call. Billing is in six (6) second increments, with a minimum call length of not less than thirty (30) seconds. Call duration is measured from the time hardware or software supervision indicates a connection between the calling and the called station. There are no charges for uncompleted calls.

3.3 Discounts For Persons With Communication Disabilities and the Telecommunication Relay Service

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.

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SECTION 3 – DESCRIPTION OF SERVICES**3.3 Discounts For Persons With Communication Disabilities and the Telecommunication Relay Service (cont'd)**

- c. Upon receipt of the appropriate application, and certification or verification of a person with a communication disability, the following discount shall be made available for the benefit of the disabled person:
 - i. Off the basic MTS, current, price list rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls.
- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

3.3 Emergency Services Calling Plan

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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SECTION 4. RATES AND CHARGES

This section sets forth the rates and charges applicable to Company's service offerings.

4.1 Long Distance

The Company provides basic 1+ long distance service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Ohio.

4.1.1 Monthly Service Charge	\$3.99 \$5.99 paper bill
4.1.2 IntraLATA and InterLATA Rate	\$0.089 per minute

4.2 Toll Free Service

The Company provides a direct access, incoming only 800 service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Ohio.

4.2.1 Monthly toll free number fee	\$0.075
4.2.2 Rate	\$0.099 per minute

4.3 Calling Card Service

The Company provides a post-paid calling card service. The Company will charge a flat rate per minute with no time of day discounts and without regard to mileage for calls originating and terminating in Ohio.

4.3.1 Rate	\$0.12 per minute
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**United States of America
State of Ohio
Office of the Secretary of State**

I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show BETTERWORLD TELECOM LLC, a Delaware Limited Liability Company, Registration Number 1526515, filed on March 17, 2005, is currently in FULL FORCE AND EFFECT upon the records of this office.



*Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 13th day of November, A.D. 2006*

J. Kenneth Blackwell

Ohio Secretary of State

Validation Number: V2006317N48A2D

CORPORATE STRUCTURE

BetterWorld Telecom is a Limited Liability Corporation established in the state of Delaware.

Disconnect Notice

Dear [Customer Name]:

Your account with BetterWorld Telecom has become past due.

Please remit payment of \$ [amount due] by [date required] in order to avoid service interruption on the following business day. Your service will be disconnected ten days after the scheduled interruption date.

Please avoid these inconveniences by making payment today. You can make payment in any of the following convenient ways:

[list payment methods]

If you have already made payment, please disregard this notice.

Thank you for choosing BetterWorld Telecom to be your telecommunications provider.

Sincerely,

BetterWorld Telecom

WARREN JEDERBERG

320 23RD ST SOUTH, # 1102
ARLINGTON VA 22202

Customer Number : 10010251
Invoice Number : D1768882
Invoice Date : 12/20/06
Page : 1

INVOICE SUMMARY

Domestic	\$	0.03
Directory Assistance	\$	0.00
Canada	\$	0.00
International	\$	0.00
800/877/888	\$	2.13
Additional Charges & Account Charge	\$	6.74
Primary Interexchange Carrier Charge	\$	0.00
Local Charges	\$	0.00

TOTAL USAGE \$ 8.90

Federal Tax	\$	0.21
State/Local/Other Tax	\$	0.00

TOTAL TAXES \$ 0.21

Universal Service Fund	\$	0.20
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TOTAL CURRENT DUE \$ 9.31

Previous Balance	\$	6.44
Payments/adjustments	\$	-6.44
Finance charge	\$	0.00

BALANCE FORWARD \$ 0.00

TOTAL AMOUNT DUE \$ 9.31

For the first time since we embarked on our mission, BetterWorld Telecom is making a small adjustment to our rates due to rising costs. Please contact us if you have any questions.

*** Remittance document - Please Detach and Return This Portion with Your Payment ***

WARREN JEDERBERG
320 23RD ST SOUTH, # 1102
ARLINGTON VA 22202

Customer Number : 10010251
Invoice Number : D1768882
Invoice Date : 12/20/06

TOTAL AMOUNT DUE \$ 9.31
Please Pay By : 01/10/07

Better World Telecom
PO BOX 60035
Charlotte, NC 28260-0035

WARREN JEDERBERG
320 23RD ST SOUTH, # 1102
ARLINGTON VA 22202

Customer Number : 10010251
 Invoice Number : D1768882
 Invoice Date : 12/20/06
 Page : 2

DETAIL FOR 703 416 4181

DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT	DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT
11/28	510P	R	LAWRENCE	MA 978-686-6468	0	0.5	0.03								
Total						Calls	Minutes	Cost	Payphone Surcharge		Total				
703 416 4181						1	0.5	0.03			0.00 0.03				

DETAIL FOR 877 490 0053

DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT	DATE	TIME	R	DESTINATION	NUMBER	ACCT	MIN	AMOUNT
12/16	829P	R	LEHI	UT 801-768-9274	0	35.5	2.13								
Total						Calls	Minutes	Cost	Payphone Surcharge		Total				
877 490 0053						1	35.5	2.13			0.00 2.13				