

FILE

MILLER ISAR INC.
REGULATORY CONSULTANTS

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Via Overnight Delivery

July 27, 2007

Ms. Renee J. Jenkins
Docketing Division
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215-3793

RE: America Net, LLC, Case No. 07-737-TP-ACE

Dear Ms. Jenkins:

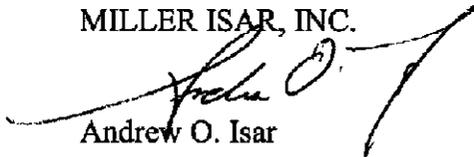
Enclosed for filing with the Public Utilities Commission of Ohio ("Commission"), are an original and three (3) copies of America Net, LLC's final Ohio interexchange tariff, P.U.C.O. Tariff No. 1, filed in the above-referenced matter. This filing follows Commission approval of America Net, LLC's Application for interexchange authority, and carries an effective date of August 1, 2007.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Thank you for your attention to this matter. Questions concerning this filing may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.



Andrew O. Isar

Enclosures

Regulatory Consultants to
America Net, LLC

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.
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REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO
INTEREXCHANGE INTERLATA AND INTRALATA TOLL SERVICES

WITHIN THE STATE OF OHIO

Provided by

America Net, LLC
3580 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by America Net, LLC ("America Net") within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio ("Commission") and is in concurrence with all applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business: 3580 Wilshire Boulevard, 17th Floor, Los Angeles, CA 90010.

Issued: June 25, 2007

Effective Date: August 1, 2007

Issued By:

Faisal Aziz
America Net, LLC
3580 Wilshire Boulevard, 17th Floor
Los Angeles, CA 90010
213.388.5551
TRF No. - -CT-TRF

CHECK SHEET

The Title Sheet and remaining pages of this Tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original		
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
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25	Original		

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify all other **changes**
- (D) To signify a rate **Decrease**
- (I) To signify a rate **Increase**
- (L) To signify material **relocated** in the Tariff
- (N) To signify a **new** rate or regulation
- (R) To signify a rate **reduction**
- (T) To signify a change in **text** but no change in rate or regulation

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TARIFF FORMAT

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross-reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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APPLICATION OF TARIFF

- A. This Tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA Toll Services within the State of Ohio by America Net, LLC. Company's Service as set forth herein is provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.
- B. This Tariff is on file with the Public Utilities Commission of Ohio ("Commission") and is in concurrence with all applicable state and federal laws and with the Commission's applicable Rules and Regulations and Orders. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 3580 Wilshire Boulevard, 17th Floor, Los Angeles, CA 90010.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**Agency**

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

Business Service

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Called Station

The terminating point of a call (i.e., the called number).

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 on a pre-arranged basis.

Central Office

An operating office of the Company where connections are made between telephone exchange lines.

Change

Includes the rearrangement or reclassification of existing service at the same location.

Commission

Public Utilities Commission of Ohio (“Commission”)

Company

America Net, LLC (“America Net”), the issuer of this Tariff

Credit Card

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Customer Premises Equipment (“CPE”)

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

Disconnect or Disconnection

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Dual Tone Multi-Frequency (“DTMF”)

The pulse type employed by tone dial station sets (touch tone).

Exchange

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Final Account

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Flat Rate Service

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

Holidays

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

Interruption

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

LATA

Local Access and Transport Area. A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States 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 CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

O.A.C:

Ohio Administrative Code

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued

Resale of Service

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without “adding value”) for profit.

Suspension

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Subscriber

See “Customer” definition.

Toll Call

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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SECTION 2 – RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Company may require Customers to establish financial responsibility as a condition precedent to establishing service. Company may rely on pertinent information obtained from credit reporting bureaus in determining whether creditworthiness need be established. However, a Customer cannot be denied service, on creditworthiness grounds, unless the service Customer has been provided an opportunity to establish financial responsibility through every means available for doing so provided for in Chapters 4901:1-5 and 4901:1-17 of the Administrative Code.
- 2.1.5. This Tariff shall be interpreted and governed by the laws of the state of Ohio regardless of its choice of laws provision.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.2. LIMITATIONS, Continued

- 2.2.3. 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.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse further service due to non-payment in accordance with Chapter 4901:1-5-17 O.A.C.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.3. USE, Continued

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

2.4. LIABILITIES OF THE COMPANY

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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SECTION 2 – RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 – RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Ohio law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including obtaining, installing and maintaining all necessary equipment, materials and supplies for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.
- 2.5.15. Approval of limitation of liability language by the Commission 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 court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. EQUIPMENT AND FACILITIES**

2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will not be responsible for:

- A. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- B. the reception of signals by Customer-provided equipment; or
- C. network control signaling when performed by Customer-provided network control signaling equipment.

2.5.2. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.

2.6. CUSTOMER RESPONSIBILITIES

2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.

2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. CUSTOMER RESPONSIBILITIES, Continued**

2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

2.7. INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment 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 Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.

2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Commission, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

2.9. MINIMUM SERVICE PERIOD

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.11. PAYMENTS AND BILLING

- 2.11.1. Company bills conform to applicable provisions of 4901:1-5-15 O.A.C. for interexchange service. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer.
- 2.11.2. 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.
- 2.11.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees.
- 2.11.4. Return check charges of \$20.00 may be applied in the event of a financial institution's return of a Customer's check.
- 2.11.5. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer. Billing inquiries may be made in writing, in person, or via telephone. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. PAYMENTS AND BILLING, Continued**

- 2.11.6. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 800.331.3967. Customer service representatives are available from 6:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 4:59 a.m. Pacific Time, which will be responded to on the next business day. Customers may leave voice mail during out of office hours and submit inquiries or complaints any time via electronic mail at americanetllc@yahoo.com.
- 2.11.8. In the case of a dispute between the Customer and the 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 the 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. Pursuant to Chapter 4901:1-5-05 O.A.C., the Company shall provide a report of each complaint's resolution within ten (10) business days of the receipt of the complaint to the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within ten (10) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above. The report shall contain the information required by Chapter 4901:1-5-05 O.A.C.
 - C. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. PAYMENTS AND BILLING, Continued

2.11.8., Continued

- D. If there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Ohio Public Utilities Commission for its investigation and decision. The Company will provide the Customer with the address, local/toll free numbers and TDD/TTY number of the Commission's Service Monitoring and Enforcement Division.

The address and telephone number of the Commission are:

Attn: Service Monitoring and Enforcement Division
Public Utilities Commission of Ohio
180 E. Broad Street
Columbus, OH 43215-3793
Telephone: 1-800-686-7826 (voice)
1-800-686-1570 (TDD)

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION BY CUSTOMER**

- 2.12.1. Business Customers may cancel Service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel Service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel Service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. 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, Continued

2.13. CANCELLATION BY COMPANY

- 2.13.1. Company reserves the right to refuse or disconnect service to Customer without notice to the Customer and without incurring liability in the following circumstances set forth in Chapter 4901:1-5-17(G) O.A.C.:
- A. When an emergency may threaten the health or safety of a person. If service is disconnected, the Company shall act promptly to assure restoration of service as soon as possible;
 - B. In the event of a Customer's use of telecommunications equipment in such a manner as to adversely affect the Company's equipment, its service to others, or the safety of the Company's employees or Customers; or
 - C. In the event of tampering with any facilities or equipment furnished and owned by the Company.
- 2.13.2 In the event a Customer utilizes service for resale in violation of Section 2.3.5 of this Tariff, Company will cancel service immediately and without notice.
- 2.13.3 The Company may disconnect a Customer's service for non-payment of service upon seven days' notice to the Customer, as set forth in Chapter 4901:1-5-17(B), (J) and (K) O.A.C.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. CANCELLATION BY COMPANY, Continued**

- 2.13.4. The Company will notify or attempt to notify a Customer, through any reasonable means, before service is disconnected for the following reasons as set forth in Chapter 4901:1-5-17(D) and (E) O.A.C.:
- A. A violation of or noncompliance with the Company's rules or tariffs on file with the Commission, except non-payment for service;
 - B. A failure to comply with municipal ordinances or other laws pertaining to telecommunications services;
 - C. Refusal to permit the Company necessary access to its facilities or equipment; or
 - D. When the customer has committed a fraudulent practice as set forth and defined in this Tariff.
- 2.13.5. The Company may not discontinue a Customer's service when the Customer pays the Company the total amount due (or an amount agreed upon between the Company and the Customer to prevent disconnection) on the Customer's account by the close of business on the disconnection date listed on the disconnection notice.
- 2.13.6. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.13.7. At the Customer's request and upon notification by the Customer that the Customer's calling card is being used fraudulently, the Company shall cancel the Customer's calling card and issue a new card and personal identification code to the Customer. The Company will take appropriate steps to determine the requesting Customer's identity.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CANCELLATION BY COMPANY, Continued

- 2.13.8. If a Customer informs the Company that collect and third-party calls are fraudulently being billed to the Customer, the Company will investigate the Customer's claim through the fraud department of its underlying carrier. If the Customer's claim is meritorious, the Company will make adjustments in the Customer's bills as appropriate and refer the Customer to their Local Exchange Company, which may place blocks on the Customer's third-party and collect calling capability.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.14. ADVANCED PAYMENTS AND DEPOSITS**

The Company does not collect deposits or advanced payments.

2.15 INTERCONNECTION

- 2.15.1. The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and the signals emitted into the Company's network are of the proper mode, band-width, power, data speed and signal level for the intended use of the Customer. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.16. FULL FORCE AND EFFECT

Should any provision or portion of this tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this tariff will remain in full force and effect.

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SECTION 3 - SERVICES

3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES

3.1.1. Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments as specified. Fractional billed amounts are rounded up to the next whole cent.

3.2. APPLICATION OF RATES

3.1.1. Timing of Calls

3.1.1.1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.

3.1.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.

3.1.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.1.4. There is no billing for incomplete calls.

3.1.2. Service Areas

3.1.2.1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.

3.1.2.2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

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SECTION 3 - SERVICES**3.2 PROMOTIONAL OFFERINGS**

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made.

3.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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SECTION 3 - SERVICES**3.4. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. 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:
- 3.4.4. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or

Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or

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SECTION 3 – SERVICES, Continued**3.4. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE, Continued****3.4.4. Continued**

For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

3.4.5. 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.

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SECTION 3 – SERVICES, Continued

3.5. EMERGENCY SERVICES CALLING PLAN

3.5.1. Message toll telephone calls to governmental emergency service agencies, as set forth below, 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 below, are offered at no charge to customers.

3.5.1.1. Government fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate government agency) qualify as government emergency service agencies provided they answer emergency service calls on a personally attended (live 24-hour basis, 365 days a year, including holidays).

3.5.1.2. 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

4.1. INTEREXCHANGE SERVICE CHARGES

Monthly service charges per account are based on the following schedule:

4.1.1. Switched Access Service - InterLATA

Initial 30 seconds \$0.0395
Each additional 30 seconds \$0.0395

4.1.2. Switched Access Service - IntraLATA

Initial 30 seconds \$0.0395
Each additional 30 seconds \$0.0395

4.2. MISCELLANEOUS FEES AND SURCHARGES

4.2.1. Monthly Service Fee

Service Fee, Per Month \$4.99

4.2.2. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance.

4.2.2. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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