

August 30, 2007 Via Overnight Delivery RECEIVED-DOCKETING DIV

2007 SEP -6 PM 4: 20

PUCO

2600 Maitland Center Pkwy.

Suite 300

Maitland, FL 32751

P.O. Drawer 200

Winter Park, FL.

32790-0200

Tel: 407-740-8575

Fax: 407-740-0613

www.tminc.com

Mr Kerry Sheets **Docking Division**

Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor

Columbus, Ohio 43215-3793

Network Communications International Corp. a/k/a 1800Call4Less ("NCIC") RE:

Docket No. 07-903-TP-CIO - Amendments to Replacement Tariff - P.U.C.O. Tariff No. 3

Dear Mr. Sheets:

In response to your email dated August 22, 2007, we are submitting the original and seven (7) copies of the following information on behalf of Network Communications International Corp.:

Attachment A

Amended Tariff Pages for Replacement Tariff No. 3

Attachment B

Ohio Secretary of State Business Information showing

NCIC to be Active and in good standing in the state of

Ohio

Attachment C

List of Officers and Directors for NCIC

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope provided for this purpose. Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email at rnorton@tminc.com.

Sincerely,

Robin Norton, Consultant to

Network Communications International Corp. a/k/a 1800Call4Less

RN/klt

Enclosure

cc:

Stephanie Jackson, NCIC

file:

NCIC - OH - OSP

tms:

OHo0703a

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 Date Processed

Network Communications International Corp. a/k/a 1800Call4Less

Attachment A

Amended Tariff Pages

2.5 Deposits

The Company does not require deposits from customers.

2.6 Advance Payments

The Company does not require advance payments from customers.

2.7 Taxes and Fees

- 2.7.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.7.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the compensation to pay telephone service providers for the use of their pay telephones to access the Company's service.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601 OHi0703a

2.8 Payment for Service and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service Regulations, (cont'd.)

- (D) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (E) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (F) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (G) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (H) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least seven calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (I) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.8 Payment for Service and Credit Regulations, (Cont'd.)

2.8.2 Payment for Service Regulations, (cont'd.)

- (J) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (K) NCIC will not bill for unanswered calls in areas where Equal Access is available, nor will NCIC knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, NCIC will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (L) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street Longview, Texas 75601

Longview, Texas

OHi0703a

2.13 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.13.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.13.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to NCIC operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.13.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- **2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.14 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid delinquent charges due and owing to the Company associated with the service.

2.15 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid delinquent charges, but there will be no charge for the service restoration.

2.16 Credit Allowances for Interruption of Service

Credit allowances for interruptions of service are limited to the initial minimum period charge incurred to re-establish the interrupted call.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

2.18 [Reserved for Future Use]

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.19 Responsibilities of Aggregators

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

- 2.19.1 Aggregators must post on the telephone instrument, in plain view of Authorized Users,
 - (A) The name, address, and toll-free telephone contact number of the provider of operator services on all telephones capable of accessing the Company's services, shall take reasonable action to replace any documentation which may be removed, defaced or otherwise rendered unavailable. Such documentation shall be furnished by or approved by the Company; and
 - (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
 - (C) The name and address of the enforcement division of the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services.
 - (D) Any other information required by state or federal regulatory agencies or law.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.19 Responsibilities of Aggregators, (Cont'd.)

- 2.19.2 Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.
- 2.19.3 NCIC shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if NCIC reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Operator Consumer Services Improvement Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

2.20 Responsibilities of the Subscriber or Customer

- 2.20.1 The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- **2.20.2** If required for the provision of NCIC's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to NCIC.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.20 Responsibilities of the Subscriber or Customer, (Cont'd.)

- 2.20.4 The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and NCIC when required for NCIC personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of NCIC's services.
- 2.20.5 The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with NCIC's facilities or services, that the signals emitted into NCIC's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber or Customer and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers or Customers.
- 2.20.6 If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to NCIC's equipment, personnel, or the quality of Service, NCIC may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, NCIC may, upon written notification, terminate the service.
- 2.20.7 The Subscriber must pay NCIC for replacement or repair of damage to the equipment or facilities of NCIC caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Customer, Authorized Users, or others.
- 2.20.8 The Subscriber must pay for the loss through theft or fire of any of NCIC's equipment installed at Subscriber's premises.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street Longview, Texas 75601

OHi0703a

[Reserved for Future Use] 2.22

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President 606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.22 [Reserved for Future Use]

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

2.23 Customer Liability for Unauthorized Use of the Network, (Cont'd.)

2.23.2 Liability for Unauthorized Use

- (A) Except as provided for elsewhere in this tariff, the Customer is responsible for payment of all charges for Services provided under this tariff. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- (B) The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's toll-free service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
- (C) The Customer is liable for all costs incurred as a result of unauthorized use of the network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in identifying the perpetrator(s) of the fraud for purposes of pursuing civil remedies.
- (D) The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the network.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.3 Time of Day Rate Periods

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD						EVE
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

3.3.1 Day, Evening, and Night/Weekend times are determined by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

Longview, Texas 75601

OHi0703a

SECTION 4 - MISCELLANEOUS SERVICES

4.1 Late Payment Charge

A late payment charge of 1.5% per month will be applied to charges not paid by the due date. The late payment charge will not be applied to previous late payment charges that have been assessed against but not paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

4.2 Return Check Charge

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Ohio law and Commission regulations. At the option of the Company, this charge may be waived because of extenuating circumstances (i.e. bank error).

4.3 Directory Assistance

Directory Assistance is available to Customers of NCIC service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance

\$2.75

Issued:

August 9, 2007

Effective:

August 9, 2007

By:

William L. Pope, President

606 East Magrill Street

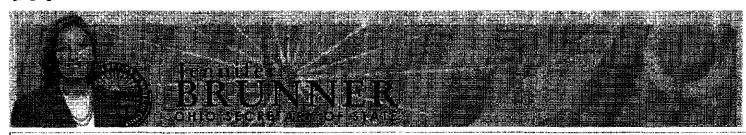
Longview, Texas 75601

OHi0703a

Network Communications International Corp. a/k/a 1800Call4Less

Attachment B

Proof of Good Standing within the State of Ohio





Business Information

Total Row Count in Report - 1 Row(s) 1 - 1

Back to Menu

Network Communications International Corp. a/k/a 1800Call4Less

Attachment C

List of Officers and Directors

The following individuals serve as officers of Network Communications International Corp. and may be reached through the company's corporate headquarters at 606 East Magrill Street, Longview, Texas 75601.

William L Pope

President

Jay Walters

Vice President, Treasurer, and Secretary