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#### RECEIVED-DOCKETING DIV

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Suite 3	00	Via O	vernight Delivery
Maitlar	id, FL 32751	Bonán	Janking Commission Secondary
P.O. D	rawer 200		e Jenkins, Commission Secretary eting Division
Winter	Park, FL		Utilities Commission of Ohio
32790	-0200		ast Broad Street
Tel:	407-740-8575	Colun	nbus, Ohio 43266-0573
Fax:	407-740-0613	Re:	Working Assets Funding Service, Inc.
www.i	tmine.com		Name Change to Working Assets Fu

#### Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance Name Change to Working Assets Funding Service, Inc. d/b/a Credo Long Distance and Replacement Interexchange Tariff

Dear Ms. Jenkins:

The original and seven (7) copies of the enclosed Telecommunications Application Form for Routine Proceedings and proposed replacement tariff are submitted on behalf of Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance as notification to the Commission that the Company is changing the name under which it will provide telecommunications services within the state of Ohio to Working Assets Funding Service, Inc. d/b/a Credo Long Distance. Also enclosed is a copy of the Certificate from the Ohio Secretary of State documenting registration of the Company's new Trade Name, a copy of the Customer Notice, provided to Customers via bill message, and the Affidavit of Customer Notice. Pursuant to Rule 4901:1-6-16(B), a copy of the Customer Notice was also provided to the Commission through the Commission's electronic mailbox on November 2, 2007.

The following replacement tariff is included:

<u>New Tariff</u> :	Replaces Tariff:
P.U.C.O. Tariff No. 1	P.U.C.O. Tariff No. 1

This is simply a change in Trade Name and is not the result of a change in control or merger/acquisition activity. This change does not affect the rates, terms or conditions of service currently provided to the Company's Ohio Customers and accordingly no changes have been made to the tariff except to reflect the Company's new trade name, to sequentially number the pages and correct section numbering as necessary.

The Company respectfully requests an effective date of November 19, 2007.

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 <u>M</u> Date Processed <u>////9/2007</u> November 16, 2007 Renée Jenkins, Commission Secretary **Docketing Division** Public Utilities Commission of Ohio Re:

Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance Name Change to Working Assets Funding Service, Inc. d/b/a Credo Long Distance and Replacement Interexchange Tariff

Page 2

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided. Any questions you may have pertaining to this filing may be directed to me at (407) 740-3005 or via email at mbyrnes@tminc.com.

Thank you for your assistance.

Sincerely,

John Safa John Safa Monique Byrnes Consultant to Working Assets Funding Service, Inc.

MB/sp Enclosures cc: J. Parker - Working Assets file: Working Assets - OH OHi0701 tms:

TELECOMMUNICATIONS APP		(2007)	TINE PROCE	EEDINGS 8-CT-TRF
In the Matter of the Application of	)	TRF Docket No.	90-12-	
Working Assets Funding Service, Inc. to Change Trade Name	)	Case No. 27 - NOTE: Unices you	1206 -TP have reserved a C	CEO ase # or are filing a Contract,
	)	leave the "Case No"	' fields BLANK.	
Name of Registrant(s) Working Assets Funding Service	<u>e, Inc.</u>			
DBA(s) of Registrant(s) Credo Long Distance f/k/a W	orking Assets Lo	ong Distance		
Address of Registrant(s) 101 Market Street, Suite 700,	San Francisco,	<u>CA 94105</u>		
Company Web Address <u>www.workingassets.com</u>				
Regulatory Contact Person(s) Monique Bymes, Consu	ltant	Phone <u>40</u>	<u>7-740-3005</u>	Fax <u>407-740-0613</u>
Regulatory Contact Person's Email Address mbyrnes(	<u>@tminc.com</u>			
Contact Person for Annual Report Jean Parker, Assoc.	Legal Counsel			Phone 415-369-2053
Address (if different from above) 101 Market Street, S	uite 700, San Fr	ancisco, CA 9410	<u>5</u>	
Consumer Contact Information Jean Parker, Assoc. Le	gal Counsel			Phone 415-369-2053
Address (if different from above)				
Motion for protective order included with filing?	Yes 🛛 No			

Motion for waiver(s) filed affecting this case? 🗌 Yes 🛛 No [Note: Waivers may toll any automatic timeframe.]

# Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. *CMRS providers: Please see the bottom of Section II.*

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at <u>www.puco.ohio.goo</u> under the docketing information system section, by calling the docketing division at 614–466-4095, or by visiting the docketing division at the offices of the Commission.

<b>Carrier Type</b> Other (explain below)			CTS	AOS/IOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	TRF 1-6-04(B) (0 day Notice)	TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	ZTA 1-6-04(B) (0 day Notice)	ZTA 1-6-04(B)     (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	ATA 1-6-04(B) (Auto 30 days)	ATA <i>1-6-04(B)</i> (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	ATA 1-6-04(B) (Auto 30 days)	ATA 1-6-04(B) (Auto 30 days)		
Business Contract	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)		
Withdrawal	ATW 1-6-12(A) (Non-Auto)	ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment	<b>HERRY MALANCA : LI &amp; KING KE N. KYATA ALI PATA AL</b>	CONT. ROLUMENTO CONTRACTORIO		
Residential - Introduce non-recurring service charges	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C) (0 day Notice)	TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

# Section I – Part II – Certificate Status and Procedural

Certificate Stat <u>us</u>	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)	ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	ATA 1-6-09(C) (Auto 30 days)	AAC 1-6-10(F) (0 day Notice)	CLECs must attach so Exchange Listing Form	to the work with the second state of the secon
Abandon all Services - With Customers	ABN 1-6-11(A) (Non-Auto)	ABN 1-6-11(A) (Auto 90 day)	ABN 1-6-11(B) (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		ABN 1-6-11(A) (Auto 30 days)	ABN 1-6-11(B) (Auto 14 day)	ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	ACN 1-6-14(B) (Auto 30 days)	ACN 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	ACO 1-6-14(B) (Auto 30 days)	ACO 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice) (
Merger (See below)	AMT 1-6-14(B) (Auto 30 days)	AMT 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	ATC 1-6-14(B) (Auto 30 days)	ATC 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	ATR 1-6-14(B) (Auto 30 days)	ATR 1-6-14(B) (Auto 30 days)	CIO 1-6-14(A) (0 day Notice)	CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	TRF (0 day Notice)	TRF     (0 day Notice)	(0 day Notice)	(0 day Notice)

# Section II - Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or	NAG	NAG NAG		
amendment to an approved agreement	(Auto 90 day)	(Auto 90 day)		
Request for Arbitration	ARB (Non-Auto)	ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier supension or modifiction	UNC (Non-Auto)	UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	UNC (Non-Auto)	UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	RCC [Registration & Change ii (0 day)	n Operations]	NAG [Interconnection Agree (Auto 90 days)	ment or Amendment)
Other* (explain)				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

# All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <u>the 4901:1-6-14 Filing Requirements on the</u> <u>Commission's Web Page</u> for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in
	the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according
	to the applicable rule(s).

# Section III. – Attestation Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

# **AFFIDAVIT**

#### **Compliance with Commission Rules and Service Standards**

I am an officer/agent of the applicant corporation, <u>Working Assets Funding Service</u>, , and am authorized to make this statement on its behalf. Inc. d/b/a Credo Long Distance

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC 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 (Date) November 16, 2007 at (Location) Maitland, Florida

\*(Signature and Title) <u>Monique Byrnes, Consultant to</u> <u>Working Assets Funding Service, Inc. d/b/a Credo</u> Long Distance

(Date) <u>November 16.</u> 2007

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, <u>Monique Byrnes</u> verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission 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.

5

(Signature and Title)<u>Monique Byrnes, Consultant to Working Assets Funding Service, Inc.</u>

(Date) November 16, 2007

\*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.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

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

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

# WORKING ASSETS FUNDING SERVICE, INC.

# EXHIBIT A

# SUPERSEDED TARIFF

### WORKING ASSETS FUNDING SERVICE, INC.

#### REGULATIONS AND SCHEDULE OF CHARGES FOR

#### RESALE OF COMPETITIVE INTEREXCHANGE

#### **TELECOMMUNICATION SERVICES**

#### WITHIN THE STATE OF OHIO

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P.U.C.O. Tariff No. 1 1<sup>st</sup> Revised Page No. 2 Cancels Original Page No. 2 Issued: April 25, 2005 Effective: April 25, 2005

#### CHECK SHEET

Pages of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

PAGE_	<b>REVISION</b>
Title	Original
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29	Original
30	Original

\*New or revised pages

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#### P.U.C.O. Tariff No. 1 Original Page No. 3

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Issued: December 18, 2004 Effective: December 18, 2004

# CHECK SHEET

PAGE_	<u>REVISION</u>
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\*New or revised pages

Working Assets Funding Service, Inc d/b/a Working Assets Long Distance Stephen Gunn, Vice President of Operations 101 Market Street, Suite 700 San Francisco, CA 94105

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P.U.C.O. Tariff No. 1 Original Page No. 4

Issued: December 18, 2004 Effective: December 18, 2004

#### Reserved for Future Use

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Issued: December 18, 2004 Effective: December 18, 2004

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Working Assets Funding Service, Inc d/b/a Working Assets Long Distance Stephen Gunn, Vice President of Operations 101 Market Street, Suite 700 San Francisco, CA 94105 P.U.C.O. Tariff No. 1 Original Page No. 6

Issued: December 18, 2004 Effective: December 18, 2004

# CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS AND BILLLING AGENTS

Concurring Carriers None

Connecting Carriers None

Other Participating Carriers None

#### Billing Agents None

#### SYMBOLS USED IN THIS TARIFF

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

D **Delete Or Discontinue** 1 Change Resulting In An Increase To A Customer's Bill М Moved To Or From Another Tariff Location .... N New . R Change Resulting In A Reduction To A Customer's Bill -Т \_ Change in Text Or Regulation But No Change in Rate Or Charge Working Assets Funding Service, Inc d/b/a Working Assets Long Distance Stephen Gunn, Vice President of Operations 101 Market Street, Suite 700 San Francisco, CA 94105

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Issued: December 18, 2004 Effective: December 18, 2004

#### TARIFF FORMAT

- A. <u>Page Numbering</u> 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. <u>Page Revision Numbers</u> 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 A.C.C. For example, the 4th revised page 14 cancels the 3rd revised page 14. Consult the check page for the page currently in effect.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. <u>Check Pages</u> - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

#### SECTION 1 - DEFINITIONS AND TERMS

Certain terms used generally throughout this tariff for communications services furnished by the Company over its facilities is defined below.

Automatic Number Identification (ANI): The calling telephone number identification that will be forwarded to the Company's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when LEC switch access Feature Group B direct or Feature Group D interconnections are used to gain access to Company's switched telecommunications service.

Commercial MTS: Outbound toll services offered by the Company for large volume users.

Commission: Commission refers to the Ohio Public Utilities Commission or any succeeding agency.

Company or Carrier: Working Assets Funding Services, d/b/a Working Assets Long Distance.

**Customer:** The Customer is a person or legal entity, which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

**Day:** From 8:00 AM up to, but not including, 5:00 PM local time on Monday through Friday, excluding Company-specified holidays.

Direct-Dial(ed): Describes a call dialed from a telephone number, whose long distance and/or local toll is presubscribed to the Company, without operator or automated assistance and not charged to a calling card.

#### SECTION 1 - DEFINITIONS AND TERMS

End User: End User is the person or legal entity that uses the service provided by the Company.

Initial and Additional Period: The Initial Period denotes the Interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

Evening: From 5:00 PM up to, but not including, 11:00 PM local time on Sunday through Friday, and for 24 hours on Company-specified holidays unless a lower rate would normally apply.

FCC: Federal Communications Commission

Holidays: All Company-specified holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day#, Thanksgiving Day, and Christmas Day#.

- \* Applies to Federally observed day only.
- # When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

LEC: Local Exchange Carrier

Local Toll: Calls to destinations outside the Subscriber's local calling area but within the LATA in which the call originates.

# SECTION 1 - DEFINITIONS AND TERMS

Local Distribution Area: A geographically contiguous area surrounding the Carrier's serving switch location

Long Distance: Calls to destinations outside the LATA in which the Subscriber originates the call.

**Night/Weekend:** From 11:00 PM up to, but not including, 8:00 AM local time, Sunday through Friday, any time on Saturday, any time on Sunday except for the period beginning at 5:00 PM up to, but not including, 11:00 PM.

Normal Work Hours: The time after 8:30 AM and before 5:30 PM Monday through Friday excluding Holidays.

Other Common Carrier (OCC): A specialized or other type of common carrier authorized to provide domestic or international communications service

**Personal Identification Number:** Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or any service requiring a PIN for the purpose of accessing Service.

**PIN:** PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PiNs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

**Presubscribed Carrier:** That carrier to whom the Subscriber's local toll and/or long distance call are automatically routed by the LEC.

#### SECTION 1 - DEFINITIONS AND TERMS

Rate Center: A geographically specified point used to determine mileage dependent rates.

**Regular Billing:** A standard bill sent in the normal Company Billing cycle. This billing consists of one bill for each amount assigned to the subscriber together with explanatory detail showing the derivation of the charges.

Residential Service: That service where: (1) the average monthly usage is no greater than 1000 minutes, and the total number of lines at the service address is less than 7; or (2) where the service is used predominantly for non-commercial purposes. Working Assets as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber.

State: "State" refers to the State of Ohio.

Subscriber: The person, firm, company or corporation, or other entity, having a communication requirement of its own, which contracts for service under this tariff and thereby assumes responsibility for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number that terminates at the Customer's requested location.

**Underlying Carrier:** "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

# SECTION 2 - GENERAL REGULATIONS

#### 2.1 Application Of Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Working Assets Funding Services, with principal offices at 101 Market Street, Suite 700, San Francisco, CA 94105.
- 2.1.2 This Tariff applies to services furnished statewide within the state of Ohio. This Tariff is on file with the Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.
- 2.1.3 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.4 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.5 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.

# SECTION 2 - GENERAL REGULATIONS

#### 2.2 Timing of Calls

2.2.1 The subscriber's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up. Residential usage charges are rounded to the next full minute. Commercial usage charges are rounded to the next six seconds.

#### 2.3 Calculation of Distance

- 2.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 2.3.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

The formula for distance calculations is:

$$\sqrt{\frac{[(V1 - V2)^{2} + (H1 - H2)^{2}]}{10}}$$

### SECTION 2 - GENERAL REGULATIONS

- 2.4 Undertaking Of The Company
  - 2.4.1 The Company's services are furnished for communications originating at equal access points within the State of Ohio served by one or more of the certificated long distance carriers that carry the Company's long distance traffic.
  - 2.4.2 The Company neither owns nor operates any long distance facility within the State of Ohlo but rather resells services provided by other long distance carriers. When authorized by the subscriber, the Company may act as the subscriber's agent for ordering access by the local exchange company instead of other carriers or entities to allow connection of a subscriber's location to the networks of long distance carriers who carry the Company's long distance traffic. The subscriber shall be responsible for all charges due for such service arrangement. The subscriber shall be billed by the Company, and shall be considered a subscriber of the Company and not of any other long distance carrier.
  - 2.4.3 Request for service under this Tariff shall authorize the Company to conduct a credit search on the subscriber. The Company reserves the right to refuse service on the basis of credit history subject to the limitations pursuant to OAC 4901:1-5-13(A), and to refuse further service due to the late payment or non-payment by the subscriber.

#### SECTION 2 - GENERAL REGULATIONS

#### 2.5 Limitations

- 2.5.1 Service is offered subject to the availability of carrier facilities and the provisions of this Tariff.
- 2.5.2 The Company reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the law or the provisions of this Tariff.
- 2.5.3 No service provided under this Tartiff may be transferred or assigned by the subscriber, except with the express written consent of the Company. Such transfer or assignment shall apply only where there is no interruption of the use of service. Transferees or assigns shall be subject to the terms and conditions of this Tariff.
- 2.5.4 The Company neither owns nor operates any long distance facilities but rather resells services provided by other long distance carriers. Service is offered subject to the availability of the Underlying Carriers' facilities and the provisions of this Tariff.
- 2.5.5 The Company reserves the right to block traffic to or from certain countries, cities, or exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. Company may control fraud by refusing to accept calling card, collect calling and/or third number calls that are determined to be invalid by the Company or by the Underlying Carrier.
- 2.5.6 The Company will not be liable for any consequential, incidental or indirect damages for any cause of action for negligence, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

# SECTION 2 - GENERAL REGULATIONS

#### 2.6 Liabilities Of The Company

- 2.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscriber, commences on agreement to provide service and in no event exceeds an amount equivalent to the charge(s) the Company would assess to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.
- 2.8.2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's contracted Underlying Carriers' facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third party claims for such damages referred to in Rule No. 2.6.1 above.
- 2.6.3 The Company will make no refund on overpayments by a subscriber unless the claim for such overpayment together with proper evidence is submitted. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.
- 2.6.4 The Company shall be indemnified and held harmless by the subscriber against claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted through the Company's services, and against all other claims arising out of any act or omission of the subscriber in connection with any service provided by the Company.

# SECTION 2 - GENERAL REGULATIONS

- 2.6 Liabilities Of The Company (continued)
  - 2.6.5 The Company will make reasonable efforts to cure any material failure to provide services caused solely by defects in the Company's and/or its Underlying Carriers' hardware, software or systems. Due to the interdependence among telecommunications companies, especially the dependence of Company processes, equipment and systems, the Company is not responsible for the failure caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premises equipment; (3) the Customer; 'or (4) Underlying Carriers and vendors. In addition, the Company does not ensure compatibility between Company services and other services used by Customer.

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#### SECTION 2 - GENERAL REGULATIONS

#### 2.7 Temporary Suspension For Repairs

- 2.7.1 The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension of service for any appreciable period is necessary the Company will give the subscribers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.
- 2.7.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or subscriber's service.

#### 2.8 Establishment And Reestablishment Of Credit

2.8.1	The Company may require, in accordance with the provisions of Rules contained in OAC 4901:1-5-13 and 4901:1-17-03.	C/D C/D
2.8.2	The Company will comply with the provisions of Rules contained in OAC 4901:1-17-03 and 4901:1-17-06 with respect to acceptance and release of guarantors and written guarantor agreements.	с   с

#### 2.9 Restoration Of Service

2.9.1 The use and restoration of service shall be in accordance with the priority systems of the long distance carriers providing service to the Company.

Working Assets Funding Service, Inc d/b/a Working Assets Long Distance Stephen Gunn, Vice President of Operations 101 Market Street, Suite 700 San Francisco, CA 94105

P.U.C.O. Tariff No. 1 1<sup>st</sup> Revised Page No. 20 Cancels Original Page No. 20 Issued: April 25, 2005 Effective: April 25, 2005

# SECTION 2 - GENERAL REGULATIONS

2.10 Reserved for future use.

2.11 Reserved for future use

T/D

# SECTION 2 - GENERAL REGULATIONS

#### 2.12 Taxes

2.12.1 All federal, state and local taxes (i.e., gross receipts tax, federal/universal service fee, sales tax, municipal utilities tax) are listed as separate line items and are not included in the rates set forth in this Tariff.

#### 2.13 Notices

- 2.13.1 Unless otherwise provided by applicable Commission Rules and Orders or by these Rules, any notice from the Company to a subscriber may be given orally to the subscriber or his authorized representative, or by written notice properly deposited in any United States Post Office, postage prepaid, addressed to the subscriber at the subscriber's place of address.
- 2.13.2 Unless otherwise provided by these Rules, any notice from any subscriber to Company may be given orally to Company by the subscriber, or any authorized representative, or by written notice properly addressed and mailed to Company.

#### 2.14 Usage Charges

2.14.1 Charges will be billed monthly in arrears, with the exception of the billing of fixed charges that are billed in the month in which they occur. Subscriber will be billed for all usage accrued beginning immediately on access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

#### 2.15 Billing Date

2.15.1 The billing date is dependent on the billing cycle assigned to the subscriber.

#### SECTION 2 - GENERAL REGULATIONS

#### 2.16 Bill

- 2.16.1 Bills will be received by US Mail or, upon customer request, via the Internet. Bills may be paid by mail or with Company concurrence, by telephone using a credit card, or by debit origination prearranged by the customer. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.
- 2.16.2 The Company may bill customers on other than a monthly basis (e.g., every other month, every third month) unless a Customer requests monthly billing. In no case will the Company issue bills less frequently than once every three months.
- 2.16.3 In the event of a billing dispute, all undisputed portions of the bill must be remitted by the date specified on the invoice.
- 2.16.4 Company's bill and billing practices will comport with OAC 4901:1-5-15.

# SECTION 2 - GENERAL REGULATIONS

#### 2.17 Return Check Fee

2.17.1 A charge as set forth in Section 4, or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

#### 2.18 Late Charges

2.18.1 Bills are due and payable within twenty days of the billing date. Bills not paid by the date specified on the invoice, as stated above, are subject to a 1.5% monthly finance charge on the delinquent amount. Subscriber's service may be terminated if service is not paid for by the 30th day past the billing date.

# SECTION 2 - GENERAL REGULATIONS

#### 2.19 Cancellation For Cause

- 2.19.1 The Company will:
  - (A) Disconnect for nonpayment pursuant to OAC 4901:1-5-17(B), (K), and (L),
  - (B) Disconnect with notice in cases not involving nonpayment pursuant to OAC 4901:1-5-17(D) and (E),
  - (C) Disconnect without notice in cases not involving nonpayment pursuant to OAC 4901:1-5-17(G),
  - (D) Reconnect service pursuant to OAC 4901:1-5-17(M) and Section 2.20 of this tariff.

### SECTION 2 - GENERAL REGULATIONS

#### 2.20 Reconnection Fee

2.20.1 Customers whose service has been blocked for non-payment are subject to a reconnection fee as set forth in Section 4 for restoration of service.

#### 2.21 Subscriber Responsibilities

The Subscriber is responsible for the payment of charges incurred by any use of the service via the telephone number for which the Subscriber has chosen the Company as the Presubscribed Carrier for local toil and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber. The Subscriber is responsible for preventing the unauthorized use of such service, and for the payment of charges incurred by any unauthorized use of the service. Also, the Subscriber is responsible for compliance with this Tariff.

#### 2.22 Disconnection Of Services

To cancel service with Working Assets, the Subscriber must call 1-800-788-0898. However, the Subscriber will continue billing with the Company until the Subscriber's LEC ceases sending the Subscriber's calls to the Company. To ensure calls are no longer sent to the Company by the LEC, the Subscriber must: (1) choose another long distance provider by contacting the Company of Subscriber's choice; or (2) cancel long distance service by contacting the Subscriber's LEC.

#### 2.23 Minimum Call Completion Rate

A subscriber can expect a call completion rate of not less than 99.6% during peak use periods for all Feature Group D services (1+ dialing).

# SECTION 2 - GENERAL REGULATIONS

#### 2.24 Service Hours

- 2.24.1 Service is available 24 hours a day, seven days a week. Rate periods are applicable as indicated in the chart below and are based on the time at the point of origin of the call, except for 800 Services, where calls will be rated according to the time at the point of termination. The evening rate shall also apply for 24 hours on Company-specified holidays as defined in Section 1.
- 2.24.2 Calls that begin in one rate period and terminate in another will be prorated accordingly. Rate Period Chart

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		<u> </u>
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		<u></u>

To, but not including

#### 2.25 Emergency Services

2.25.1 Calls to Emergency Services are provided at no charge.

#### 2.26 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

Working Assets Funding Service, Inc d/b/a Working Assets Long Distance Stephen Gunn, Vice President of Operations 101 Market Street, Suite 700 San Francisco, CA 94105 P.U.C.O. Tariff No. 1 Original Page No. 27

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SECTION 2 - GENERAL REGULATIONS

**RESERVED FOR FUTURE USE** 

SECTION 3 - DESCRIPTION OF SERVICES

#### 3.1 General

- 3.1.1 The Company is a communications common carrier providing various intrastate communications services. Specific service offerings are described below.
- 3.1.2 Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the Underlying Carrier is made by the Company. Switched Access Services are only available in equal access areas. All Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

#### 3.2 Service Offerings

#### 3.2.1 Calling Card Service

Calling Card Service enable the End User to originate a call from a touch tone telephone by dialing a Toll Free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

#### 3.2.2 Directory Assistance

DA allows Customers to dial the area code plus 555-1212 to obtain phone numbers for end users who have their phone number publicly listed in that area code. Customers can receive up to two numbers per request to DA. DA charges apply whether or not DA furnishes the requested number(s), e.g. the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers. When more than one tisting is desired, the Customer must state that two listings are desired at the beginning of the call whether speaking with a live operator or responding to a recorded message.

# SECTION 3 - DESCRIPTION OF SERVICES

- 3.3 Service Offerings (continued)
  - 3.2.3 Message Telecommunications Services (MTS)
    - (A) Residential and Commercial Message Telecommunications Services (MTS) are Intercity services available for use by subscribers 24 hours a day. The subscriber's telephone line(s) are programmed by the local telephone company to automatically route "1+" and/or "10XXX" calls to the network. The various rate plans are described in Section 4.
    - (B) Subscribers may originate MTS from all locations and may terminate calls in all equal access locations within the State.
    - (C) All Residential MTS calls are billed in one-minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.
      - 1. New subscriptions to the Residential MTS plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.
  - 3.2.4 Traditional Operator Services

The Company will offer Operator Service from specific originating domestic locations on the US Mainland (excluding Alaska), Hawaii and Puerto Rico/U.S. Virgin Islands, Wake and Midway Islands, Guarn and the Republic of the Marshall Islands. Operator Service rates are applied regardless of the particular calling plan of the Subscriber. Different rates apply to Operator Services billed to the Working Assets Calling Card than rates applied to Operator Service calls dialed from a phone line having Working Assets as its Presubscribed Cartler.

# SECTION 3 - DESCRIPTION OF SERVICES

- 3.2 Service Offerings (continued)
  - 3.2.5 Toll Free Services
    - (A) Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten-digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location or other telephone number as requested by Customer.
    - (B) 800 Service calls are originated via normal shared use facilities and are terminated via the subscriber's local exchange service access line. Toll Free Service with a Toll Free NXX is available to Subscribers as a stand-alone offering.
- 3.3 Reserved for future use.

### SECTION 3 - DESCRIPTION OF SERVICES

#### 3.4 One Rate Residential Calling Plans

One Rate Residential Calling Plans are flat rate services offering the Customer various combinations of Direct Dial and Calling Card services. The Company offers various rate plans described below.

### 3.4.1 Calling Plan No. 1

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Round the Clock.

### 3.4.2 Calling Plan No. 2

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Round the Clock Plus. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

### SECTION 3 – DESCRIPTION OF SERVICES

#### 3.4 One Rate Residential Calling Plans (Continued)

#### 3.4.3 Calling Plan No. 3

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 9 Cent Round the Clock Plus - \$4.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

### 3.4.4 Calling Plan No. 4

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock-\$4.95, 5-Cent Round-The-Clock Plus-\$8.95, and 10-Cent Round-The-Clock. This service is no longer available to new subscribers, with the exception of 7-Cent Round-The-Clock-\$4.95 which will be available to new subscribers in the CIC channel only.

### 3.4.5 Calling Plan No. 5

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock Plus -\$3.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

### 3.4.6 Calling Plan No. 6

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Plan. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

### SECTION 3 - DESCRIPTION OF SERVICES

### 3.4 One Rate Residential Calling Plans (Continued)

3.4.7 Calling Plan No. 7

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock -\$5.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

### SECTION 3 - DESCRIPTION OF SERVICES

### 3.4 One Rate Residential Calling Plans (Continued)

#### 3.4.8 Calling Card Plan No. 2

Customers may choose this plan in place of the basic calling card rates and surcharges. No calling card surcharge is applied to these calls. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Calling Card Plan No. 1 - Available to New Subscribers.

#### 3.4.9 Calling Card Plan No. 3

Customers may choose this plan in place of the basic or calling plan calling card rates and surcharges. No calling card surcharges are applied to these calls. The surcharge for calls to Directory Assistance using this plan is \$0.96 per call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Calling Card Plan No. 2 – Available to New Subscribers.

# SECTION 3 - DESCRIPTION OF SERVICES

### 3.4 One Rate Residential Calling Plans (Continued)

3.4.10 5-Cent Anywhere, \$5.95

Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 5-Cent Anywhere, \$5.95. Customers also receive Calling Card and Directory Assistance Services at the rates set forth in Section 4.

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### SECTION 3 - DESCRIPTION OF SERVICES

- 3.4 One Rate Residential Calling Plans (Continued)
  - 3.4.11 Reserved for future use
  - 3.4.12 Online Saver
    - (A) Those Customers who pay their bills via automatic deduction from a checking account and either (1) receive bills via e-mail or (2) receive bills via web-based billing, may receive direct dial and Calling Card service, regardless of time of day or day of week of the call.
    - (B) Customers must comply with all eligibility requirements to be able to choose this plan. If after enrolling in this calling plan the customer discontinues any one of the qualifying requirements, the customer is subject to removal from the plan, at which time s/he will automatically be returned to her/her previous billing arrangement with the Company. If the customer enrolled in the plan at the initiation of service with the Company, the customer will be transferred to the Peak Rate Calling Plan No. 1.
    - (C) This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Online Saver. This service is no longer available to new subscribers.
    - (D) New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenrol! in this calling plan.
  - 3.4.13 500 Value Plan

Customers selecting this Plan receive domestic direct-dial MTS Service for a fixed monthly charge that allows the Customer to use up to 500 minutes per billing period. Usage in excess of the 500 minutes is charged on a per minute of use basis as set forth in Section 4. This plan is the intrastate complement to, and is only available in combination with, interstate calling plan, 500 Value Plan. Both direct-dialed interstate and intrastate minutes are debited from the 500-minutes. Calling Card and international calls are not included in the 500 minutes international calling, Catling Card Service, and Directory Assistance Services are also available for Customers subscribing to this Plan at additional charges and the Customer will be charged on a per minute basis for these services. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates. Volume and Friendship discounts do not apply to this Service. This service is no longer available to new subscribers.

### SECTION 3 -- DESCRIPTION OF SERVICES

#### 3.4 One Rate Residential Calling Plans (Continued)

#### 3.4.13 500 Value Plan (Continued)

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

### 3.4.14 7-Cent Anywhere, \$10 Minimum

This Service is designed for Customers who use more than \$10 a month in long distance direct-dial MTS service. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 7-Cent Anywhere, \$10 Minimum. For accounts billing less than \$10.00 in toll calls per month, a monthly plan fee will apply. This service is no longer available to new subscribers.

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

### 3.4.15 7-Cent Anywhere, \$3.95

Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 7-Cent Anywhere, \$3.95. Customers also receive Calling Card and Directory Assistance Services at the rates set forth in Section 4.

# SECTION 3 - DESCRIPTION OF SERVICES

- 3.5 Peak Rate Residential Calling Plans (continued)
  - 3.5.3 Peak Rate Residential Calling Plan No. 3
  - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7em. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
  - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Sunday Savings
  - (C) Volume and Friendship discounts do not apply to Plan rate.
  - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.
  - 3.5.4 Peak Rate Residential Calling Plan No. 4
  - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
  - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Off-Peak Plan.
  - (C) Volume and Friendship discounts do not apply to Plan rate.
  - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

# SECTION 3 - DESCRIPTION OF SERVICES

3.5 Peak Rate Residential Calling Plans (continued)

3.5.5 Reserved for future use.

### SECTION 3 - DESCRIPTION OF SERVICES

### 3.5 Peak Rate Residential Calling Plans (continued)

3.5.7 Reserved for future use

### 3.6 Pin 800 Service

Pin 800 Service provides Toll Free Service to residential customers through the use of a 4-digit Personal Identification Number ("PIN"). Multiple end users dial one toll-free number and terminate the call to the desired location by using a specific 4-digit PIN permits calls to be completed to the Customer's location without charge to the calling party. All calls are billed in one-minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.

The usage for this service shall not be included in the calculation of any discount in this Tariff nor shall any discount be applied to the usage of this service.

3.7 Commercial MTS Service Rates

Commercial MTS Service is billed in six-second increments after a 30 second minimum, with lesser amounts of usage rounded up to the next six seconds.

- 3.8 Reserved for future use
- 3.9 Reserved for future use.

### SECTION 3 - DESCRIPTION OF SERVICES

### 3.10 Reserved for future use

- 3.11 Business Advantage Term Plan VI
  - 3.11.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
    - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the involce date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
    - (B) Term of Agreement: one year.
    - (C) Minimum Volume Commitment (MVC): \$50.00 in toll calls per month. If this volume is not reached, then monthly recurring fees as set forth in Section 4 apply.
    - (D) All plan fees are waived if billing amount is greater than \$50.00.
    - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
    - (F) if any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
    - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VI.

### SECTION 3 - DESCRIPTION OF SERVICES

- 3.12 Business Advantage Term Plan VII
  - 3.12.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
    - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the Involce date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
    - (B) Term of Agreement: one year.
    - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached monthly recurring fees as set forth in Section 4 apply.
    - (D) All plan fees are waived if billing amount is greater than \$100.00.
    - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
    - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
    - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VII. This plan is no longer available to new subscribers.

# SECTION 3 - DESCRIPTION OF SERVICES

### 3.13 Business Advantage Term Pian VIII

- 3.13.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
  - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
  - (B) Term of Agreement: one year.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
  - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (H) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VIII, (D)
- 3.14 Reserved for future use.

# SECTION 3 - DESCRIPTION OF SERVICES

### 3.14 Business Non-Term Plan

- 3.15.1 By written Agreement, Commercial Service Customers may elect the Business Non-Term Plan option as described herein,
  - (A) Service Provided: All services available to commercial customers, including Dial-1, 800, Conference Calling and Calling Card.
  - (B) This plan does not require a term agreement.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toil calls per month. If this volume is not reached, monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (F) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Non-Term Plan.

# SECTION 4 - RATES AND CHARGES

### 4.1 MTS Services

4.1.1 Dial-1 calls

Mileage	Ini	itial Minute	Additional Minute			
<u>Bands</u>	Day Evening		Nt/Wkend	Day	<u>Evening</u>	Nt/Wkend
			Night			Night
<u>Mileage</u>	<u>Day</u>	<u>Evening</u>	Weekend	<u>Day</u>	<u>Evenin</u>	Weekend
0-10	.2100	.1600	.1300	.1500	.1200	.0900
11- <b>22</b>	.2200	.1700	.1400	.1900	.1400	.1100
23-55	.2500	.1740	.1500	.2300	.1600	.1320
56-124	.2700	.1840	.1700	.2600	.1810	.1500
125-292	.2800	.1970	.1700	.2800	.2000	,1700

# 4.1.2 Calling Card Services (Available to MTS Subscribers)

### (A) Calling Card Usage Rates

Mileage	Initial Minute		Additional Minute			
<u>Bandş</u>	Day	<u>Evening</u>	Nt/Wkend	<u>Dav</u>	<u>Evenino</u>	<u>NVWkend</u>
			Night			Night
<u>Mileage</u>	<u>Day</u>	Evening	Weekend	<u>Day</u>	Evenin	o <u>Weekend</u>
0-10	.1700	.1400	.1100	.1600	.1300	.1000
1 <b>1-22</b>	.2100	.1600	.1300	.2000	.1500	.1200
23-55	.2500	.1800	.1600	.2400	.1700	.1400
56-124	.2800	.2000	.1700	.2600	.1800	.1600
125-292	.2900	.2100	.1800	.2700	.1900	.1700

### (B) Calling Card Surcharge

Charge per call: \$0.85

# SECTION 4 - RATES AND CHARGES

### 4.2 Peak Rate Residential Calling Plans

#### 4.2.1 Peak Rate Residential Calling Plan No. 1

		<u>Peak</u>	<u>Off-Peak</u>
(A)	Dial 1	\$0.22	\$0.10
(B)	Calling Card:		
	Usage	\$0.22	\$0.10
	Surcharge per call	\$0.50	\$0.50

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

### 4.2.2 Peak Rate Residential Calling Plan No. 2

		Rate Per Minute		
(A)	Dial 1	<u>Peak</u> \$0.10	<u>Off-Peak</u> <b>\$0</b> .10	
(8)	Calling Card Usage	<b>\$0</b> .50	\$0.50	
	Surcharge per call	\$0.99	\$0.99	

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

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### SECTION 4 - RATES AND CHARGES

### 4.2 Peak Rate Residential Calling Plans (continued)

4.2.3 Peak Rate Residential Calling Plan No. 3

		Rate Per Minute		
		<u>Peak</u>	<u>Off-Peak</u>	
(A) Dial 1		<b>\$0.</b> 10	\$0.10	
(B)	Calling Card			
	Usage	\$0,25	\$0.25	
	Surcharge per call	\$0.50	\$0.50	

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

4.2.4 Peak Rate Residential Calling Plan No. 4

		Rate Per Minute	
		<u>Peak</u>	<u>Off-Peak</u>
(B) D	ial 1	\$0,206	\$0.146
(7)			
(B)	Calling Card		
	Usage	\$0.20	\$0.20
	Surcharge per call	\$0.45	\$0.45

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

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Issued: December 18, 2004 Effective: December 18, 2004

			SECTION 4 - RATES AND C	HARGES	
4.2	Peak Rate Residential Cailing Plans (continued)				
	4.2.5	Reserv	ved for luture use		
4.3	One R	ete Resi	dential Cailing Plans		
	4.3.1	Calling	Plan No. 1		
		(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.25	
		(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.25 \$0.50 per call	
	4.3.2	Calling	Plan No. 2		
		(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.10	
		(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.25 \$0.50 per call	
	4.3.3	Calling	Plan No. 3		
		(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.10	
		(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.30 \$0.50 per call	
	4.3.4	Calling	Plan No. 4		
		(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.10	
		<b>(</b> B)	Calling Card Rates Rate per minute or fraction thereof Surcharge per call	\$0.45 \$0.99	

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Issued: December 18, 2004 Effective: December 18, 2004

# SECTION 4 - RATES AND CHARGES

- 4.3 One Rate Residential Calling Plans (continued)
  - 4.3.5 Calling Plan No. 5

	(A)	Dial 1 Rates InterLATA rate per minute or fraction the IntraLATA rate per minute or fraction the		\$0.14 \$0.10
	(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge		<b>\$</b> 0.89 \$1.25 per call
4.3.6	Calling	Plan No. 6		
	(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.10	
	(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.45 \$0.99 p	er call
4.3.7	Calling	Card Plan No. 2		
	(A) (B) (C)	Monthly charge: Rate per minute or fraction thereof Calling Card surcharge		\$1.00 \$0.25 \$0.00
4.3.8	Calling	Card Plan No. 3		
	(A) (B) {C)	Monthly charge: Rate per minute or fraction thereof: Calling Card surcharges		\$4.50 \$0.10 \$0.00 per call

# SECTION 4 - RATES AND CHARGES

- 4.3 One Rate Residential Calling Plans (Continued)
  - 4.3.9 Calling Plan No. 7
    - (A) Dial 1 Rates Rate per minute or fraction thereof \$0.10
    - (B)
       Calling Card Rates

       Rate per minute or fraction thereof
       \$0.45

       Surcharge
       \$0.99 per call
  - 4.3.10 5-Cent Anywhere, \$5,95.
    - (A) Intrastate rate: \$0.05 per minute
    - (B) Monthly Charge: \$5.95 per month
    - (C) Calling Card rate: \$0.45 per minute
    - (D) Calling Card surcharge: \$0.99 per call
    - (E) Calling Card Directory Assistance Surcharge: \$0.80 per call
    - (F) Directory Assistance: \$0.85 per call
    - (G) Volume and Friendship discounts do not apply to this Plan.

### 4.3.11 Online Saver

		ate Per Minute or Fraction Thereof
(A)	Direct Dial	\$0.10
(B)	Calling Card	\$0.30
(-)	vanng dale	44.64
(C)	Calling Card Sur	harge \$0.50 per call
(D)	Monthly Fee	\$1.00
(-)		

# SECTION 4 -- RATES AND CHARGES

### 4.3 One Rate Residential Calling Plans (Continued)

- 4.3.12 500 Value Plan
  - (A) Monthly Charge: \$25.00 per month\*
  - (B)Rate Per Minute\$0.10 per minute for each minute beyond 500minutes in the same billing period.

\*Both direct-dialed interstate and intrastate minutes are debited from the 500minute allocation. The allocation cannot be applied to calling card and international minutes. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates.

(C)	Calling Card call rate:	\$0.45 per minute
(D)	Calling Card surcharge:	\$0.99 per call
(E)	Calling Card Directory Assistance Surcharge:	\$0.99 per call
(F)	Directory Assistance:	\$1.40 per call

(G) Volume and Friendship discounts do not apply to this Plan.

per month, a \$10.00 monthly plan fee will apply.

### SECTION 4 - RATES AND CHARGES

#### 4.3 One Rate Residential Calling Plans (Continued)

- 4.3.13 7-Cent Anywhere, \$10 Minimum
  - (A) Intrastate rate: \$0.07 per minute
    (B) Monthly Minimum: For accounts billing less than \$10.00 in toll calls
  - (C) Calling Card rate: \$0.45 per minute
  - (D) Calling Card surcharge: \$0.99 per call
  - (E) Calling Card Directory Assistance Surcharge: \$0.99 per call
  - (F) Directory Assistance: \$0.85 per call
  - (G) Volume and Friendship discounts do not apply to this Plan.

#### 4.3.14 7-Cent Anywhere, \$3.95,

(A)	Intrastate rate:	\$0.07 per minute
(B)	Monthly Charge:	\$3.95 per month
(C)	Calling Card rate:	\$0.45 per minute
(D)	Calling Card surcharge:	\$0.99 per call
(E)	Calling Card Directory Assistance Surcharge:	\$0.99 per call
(F)	Directory Assistance:	\$0.85 per call

(G) Volume and Friendship discounts do not apply to this Plan.

### SECTION 4 - RATES AND CHARGES

#### 4.4 Discounts

- 4.4.1 Intranetwork Discounts
  - (A) For residential subscribers of mileage-based MTS, a 25% discount will be applied to those calls that terminate to other subscribers of the Company's communications services.
  - (B) For commercial subscribers of mileege-based MTS, a 10% discount will be applied to those calls which terminate to other subscribers of the Company's communications services who have the same billing telephone number as the commercial subscriber.

#### 4.4.2 Other Discounts

- (A) For residential Subscribers who chose to participate in Working Asset's unique Citizen Action program, calls made to political leaders who are the subjects of an action alert in the subscriber's previous monthly invoice will be free of charge. Action alerts allow the Company's customers to express their views on issues they care about. Two such calls per day of up to five minutes in duration can be made. Calls in excess will receive a discount of 30%.
- (B) For residential Subscribers of mileage-based MTS whose total usage charges exceed \$25.00 per month a 15% discount shall be applied to all of their intrastate usage
- (C) MTS, Calling Card, and Operator Service calls from hearing-impaired Company customers using teletypewriters for residential telecommunications will be discounted in accordance with state law. Customer must provide the Company with a medical doctor's signed statement verifying his or her impairment prior to receiving discount.

# SECTION 4 - RATES AND CHARGES

### 4.4 Discounts (continued)

### 4.4.3 Commercial Volume Discounts

All commercial and 800 calls not on a term plan receive the following discounts based on volume:

Gross Minute Usage	Volume Discount
0-199	0%
200-599	5%
600-1,999	10%
2,000-3,899	12.5%
3,900 +	1 <b>5%</b>

### 4.5 Toll Free Service

4.5.1 Usage Rates

Rate Per Mi	nute or Fraction	Thereof
<u>Day</u>	Evening	Weekend
\$0.210	\$0.210	<b>\$0.210</b>

### 4.6 Pin 800 Service

- 4.6.1 Monthly recurring fee of \$2.50 per account.
- 4.6.2 Usage Charge: \$.22

This usage shall not be included in the calculation of any discount in this tariff nor shall any discount be applied to the usage of this service.

# SECTION 4 - RATES AND CHARGES

- 4.7 Commercial MTS Service Rates
  - 4.7.1 Dial 1 and Calling Card Rates

	Rate Per Minute of Fraction Thereof		
	Day	Ev/Nt/Wkend	
All mileages	\$0.172	\$0.163	

4.8 Reserved for future use

4.9 Reserved for future use

# SECTION 4 - RATES AND CHARGES

4.10 Business /	Advantage	Term Plan \	4
-----------------	-----------	-------------	---

- 4.10.1 Term of Agreement: one year.
- 4.10.2 Usage Charges

	<u>Dial 1</u>	<u>Toll Free</u>
Rate Per Minute	\$0.095	\$0.095

4.10.3 Directory assistance: \$0.75 per call

4.10.4 Minimum Volume Commitment (MVC); \$50.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

- (A) Monthiy plan fee: \$10.00
- (B) Toll free number fee: \$10.00
- (C) Validated account code fee: \$5.00
- 4.10.5 All plan fees are waived if billing amount is greater than \$50.00.
- 4.10.6 Calling Card usage rates

	Rate per Minute or Fraction Thereof
InterLATA:	\$0.095
Intralata:	\$0.095

4.10.7 Calling Card Fees per call Per call surcharge:

\$0.65

# SECTION 4 - RATES AND CHARGES

4.11	Busine	ss Advantage Term Plan	VII		
	4.11.1	Term of Agreement: one	year.		
		Usage Charges	•		
		Rate Per Minute	<u>Dial 1</u> \$0.090	<u>Toll Free</u> \$0.090	
			ψ <b>τ.</b> 030	40.030	
	4.11.3	Directory assistance:	\$ 0.75 per (	cal	
		•	•	0.00 in toll calls per month. It	f this volume is
		not reached the following		-	
		(A) Monthly plan fee		\$10.00	
		(B) Toll free number	fee:	\$10.00	
		(C) Validated accou	nt code fee:	\$ 5.00	
	4.11.5	All plan fees are waived	if billing amount is g	reater than \$100.00.	
	4,11.6	Calling card rates			
			Rate Per Minute or	Fraction Thereof	
		interLATA:	<b>\$0.09</b> 0		
		IntraLATA:	\$0.090		
	4.11.7	Calling Card fees			
		Per call surcharge:	\$0.65		
4.12	Busine	ss Advantage Term Plan	VIII		
	4.12.1	Term of Agreement: one	year.		
	4.12.2	Usage Charges	•		
			Dial 1	Toll Free	
		Rate Per Minute	\$0.090	\$0.090	
	4.12.3	Directory assistance:	\$ 0.75 per	call	
	4.12.4	Minimum Volume Comr	nitment (MVC): \$10	0.00 in toll calls per month. It	f this volume is
		not reached the following	) fees apply on a m	onthly basis:	
		(A) Monthly plan fee	:	\$10 <b>.00</b>	
		(B) Toll free number	fee:	\$10.00	
		(C) Validated account	nt code fee:	\$ 5.00	
		All plan fees are waived	if billing amount is g	reater than \$100.00.	
	4.12.6	Calling card rates			
			Rate Per Minute or	Fraction Thereof	
		InterLATA:	\$0.090		
		IntraLATA:	\$0.090		
	4.12.8	Calling Card fees			
		Per call surcharge:	\$0.65		

# SECTION 4 - RATES AND CHARGES

- 4.13 Reserved for future use
- 4.14 Business Non-Term Plan
  - 4.14.1 Usage Charges

	<u>Dial 1</u>	<u>Toil Free</u>
Rate Per Minute	<b>\$0</b> .090	\$0.090

- 4.14.2 Directory assistance: \$0.75 per call
- 4.14.3 Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

(A)	Monthly plan fee:	\$10.00
(B)	Toll free number fee:	\$10.00
(C)	Validated account code fee:	\$ 5.00

- 4.14.4 All plan fees are waived if billing amount is greater than \$100.00.
- 4.14.5 Calling Card usage charges

	Rate per Minute or Fraction Thereof
InterLATA:	\$0.090
IntraLATA:	\$0.090

4.14.6 Calling Card fees

Per call surcharge:

\$0.65 per call

# SECTION 4 - RATES AND CHARGES

#### 4.15 Directory Assistance (Available to MTS Subscribers)

- 4.15.1 If your Calling Plan does not quote a rate for Directory Assistance, the per-call charge is \$0.85.
- 4.15.2 A credit allowance for Directory Assistance will be provided on request if subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.
- 4.15.3 There will be a charge for all calls dialed from directory assistance after a telephone number has been obtained.
- 4.16 Operator Services (Available to MTS Subscribers.)
  - 4.16.1 Non-Calling Card Usage Rates and Call Placement charges

We concur with Sprint Long Distance PublicFON usage rates and call placement charges as appear in Sprint's Ohio State tariff.

# SECTION 4 - RATES AND CHARGES

### 4.16 Operator Services (Continued)

### 4.16.2 Calling Card Usage Rates

Mileage	Ini	itial Minute		ļ	Additional Mi	nute
Bands	<u>Dav</u>	<u>Evening</u>	NtWkend	<u>Day</u>	<u>Evening</u>	Nt/Wkend
			Night			Night
Mileage	<u>Day</u>	Evening	Weekend	<u>Day</u>	Evenin	g <u>Weekend</u>
0-10	.1700	.1400	.1100	.1600	.1300	.1000
11-22	.2100	.1800	.1300	.2000	.1500	.1200
23-55	.2500	.1800	.1600	.2400	.1700	.1400
56-124	.2800	.2000	.1700	.2600	.1800	.1600
125-292	.2900	.2100	.1800	.2700	.1900	.1700

### 4.16.3 Calling Card Call Placement Charges

	Charge Per Call
1. Station-to-Station	\$1.70
2. Collect Station-to-Station	\$2.50
3. Third Party Station-to-Station	\$2.50
4. Person-lo-Person	\$4.80
5. Collect Person-to-Person	\$4.80
6. Third Party Person-to-Person	\$4.80

### SECTION 4 - RATES AND CHARGES

#### 4.17 Miscellaneous Charges

4.17.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dial-around calls, i.e., calls originating using a Customer's toil free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of for all such traffic. The surcharge merely passes on a charge billed to the Company by its Underlying Carrier(s) or the payphone provider.

Surcharge \$.55 per call

4.17.2 Returned Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$10.00.

4.17.3 Reconnection Charge

Customers whose service has been blocked for non-payment are subject to a reconnection fee for restoration of service. The charge is \$10.00.

### 4.17.1 Calling Card Surcharge

The surcharge below applies to all calls placed via Calling Card without regard to calling plan, unless the calling plan in this Tariff explicitly states otherwise.

Charge per call: \$ 0.80

# SECTION 5 - PROMOTIONS

### 5.1 Promotional Offerings

From time to time, the Company may engage in special promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new Services and/or increase existing Customer awareness of the Company's Services. These offerings may be limited to certain dates, times of day, and/or locations determined by the Company. The terms of national promotional offerings are set forth in the applicable interstate rate schedules governing such programs. To the extent these programs may extend to intrastate services, the terms of these national offerings will be filed below.

5.2

Working Assets Funding Service, Inc d/b/a Working Assets Long Distance Stephen Gunn, Vice President of Operations 101 Market Street, Suite 700 San Francisco, CA 94105

Issued: December 18, 2004 Effective: December 18, 2004

SECTION 5 - PROMOTIONS

5.3

WORKING ASSETS FUNDING SERVICE, INC.

# EXHIBIT B

REPLACEMENT TARIFF

Issued: November 19, 2007 Effective: November 19, 2007

# This tariff, P.U.C.O. Tariff No. 1, issued by Working Assets Funding Service, Inc. d/b/a Credo Long Distance, replaces in its entirety P.U.C.O. Tariff No. 1 issued by Working Assets Funding Service, Inc. d/b/a Working Assets Long Distance

# WORKING ASSETS FUNDING SERVICE, INC. D/B/A CREDO LONG DISTANCE

# **REGULATIONS AND SCHEDULE OF CHARGES FOR**

# RESALE OF COMPETITIVE INTEREXCHANGE

# TELECOMMUNICATION SERVICES

# WITHIN THE STATE OF OHIO

Issued: November 19, 2007 Effective: November 19, 2007

# CHECK SHEET

Pages of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original Tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	35	Original	*
2	Original	*	36	Original	*
3	Original	*	37	Original	*
4	Original	*	38	Original	*
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6	Original	*	40	Original	*
7	Original	*	41	Original	*
8	Original	*	42	Original	*
9	Original	*	43	Original	*
10	Original	*	44	Original	*
11	Original	*	45	Original	傘
12	Original	*	46	Original	*
13	Original	*	47	Original	*
14	Original	*	48	Original	*
15	Original	*	49	Original	*
16	Original	*	50	Original	*
17	Original	*	51	Original	*
18	Original	*	52	Original	*
19	Original	*	53	Original	*
20	Original	*	54	Original	*
21	Original	*	55	Original	*
22	Original	*	56	Original	*
23	Original	*	57	Original	*
24	Original	*	58	Original	*
25	Original	*	59	Original	*
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\*New or revised pages

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Working Assets Funding Service, Inc. d/b/a Credo Long Distance Stephen Gunn, Vice President of Operations 101 Market Street, Suite 700 San Francisco, CA 94105 P.U.C.O. Tariff No. 1 Original Page No. 4

Issued: November 19, 2007 Effective: November 19, 2007

# CONCURRING, CONNECTING, AND OTHER PARTICIPATING CARRIERS AND BILLLING AGENTS

Concurring Carriers None

Connecting Carriers None

Other Participating Carriers None

# Billing Agents None

#### SYMBOLS USED IN THIS TARIFF

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

D	-	Delete Or Discontinue
I	-	Change Resulting In An Increase To A Customer's Bill
М	-	Moved To Or From Another Tariff Location
N	-	New
R	-	Change Resulting In A Reduction To A Customer's Bill
T	-	Change In Text Or Regulation But No Change In Rate Or Charge

# 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. Consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

D. Check Pages - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

# SECTION 1 – DEFINITIONS AND TERMS

Certain terms used generally throughout this tariff for communications services furnished by the Company over its facilities is defined below.

Automatic Number Identification (ANI): The calling telephone number identification that will be forwarded to the Company's network by the Local Exchange Company (LEC) as a call is placed. ANI is provided by the LEC only when LEC switch access Feature Group B direct or Feature Group D interconnections are used to gain access to Company's switched telecommunications service.

Commercial MTS: Outbound toll services offered by the Company for large volume users.

Commission: Commission refers to the Ohio Public Utilities Commission or any succeeding agency.

Company or Carrier: Working Assets Funding Services, Inc. d/b/a Credo Long Distance.

Customer: The Customer is a person or legal entity, which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Day: From 8:00 AM up to, but not including, 5:00 PM local time on Monday through Friday, excluding Company-specified holidays.

Direct-Dial(ed): Describes a call dialed from a telephone number, whose long distance and/or local toll is presubscribed to the Company, without operator or automated assistance and not charged to a calling card.

# SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

End User: End User is the person or legal entity that uses the service provided by the Company.

Initial and Additional Period: The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

Evening: From 5:00 PM up to, but not including, 11:00 PM local time on Sunday through Friday, and for 24 hours on Company-specified holidays unless a lower rate would normally apply.

FCC: Federal Communications Commission

Holidays: All Company-specified holidays: New Year's Day#, Martin Luther King Day\*, President's Day\*, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day#, Thanksgiving Day, and Christmas Day#.

- \* Applies to Federally observed day only.
- # When this holiday falls on a Sunday, the Holiday calling rate applies to calls placed on the following Monday. When this holiday falls on a Saturday, the Holiday calling rate applies to calls placed on the preceding Friday.

LEC: Local Exchange Carrier

Local Toll: Calls to destinations outside the Subscriber's local calling area but within the LATA in which the call originates.

# SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

Local Distribution Area: A geographically contiguous area surrounding the Carrier's serving switch location

Long Distance: Calls to destinations outside the LATA in which the Subscriber originates the call.

Night/Weekend: From 11:00 PM up to, but not including, 8:00 AM local time, Sunday through Friday, any time on Saturday, any time on Sunday except for the period beginning at 5:00 PM up to, but not including, 11:00 PM.

Normal Work Hours: The time after 8:30 AM and before 5:30 PM Monday through Friday excluding Holidays.

Other Common Carrier (OCC): A specialized or other type of common carrier authorized to provide domestic or international communications service

Personal Identification Number: Personal Identification Number ("PIN") is a unique number assigned to each Calling Card or any service requiring a PIN for the purpose of accessing Service.

PIN: PIN stands for Personal Identification Number (PIN) and is a numerical code one or more of which may be assigned to a Customer for access and use of Service. The PIN enables the Company to identify the end user originating Service for security and for billing purposes. PINs are the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN.

Presubscribed Carrier: That carrier to whom the Subscriber's local toll and/or long distance call are automatically routed by the LEC.

# SECTION 1 – DEFINITIONS AND TERMS, (CONT'D.)

Rate Center: A geographically specified point used to determine mileage dependent rates.

Regular Billing: A standard bill sent in the normal Company Billing cycle. This billing consists of one bill for each amount assigned to the subscriber together with explanatory detail showing the derivation of the charges.

Residential Service: That service where: (1) the average monthly usage is no greater than 1000 minutes, and the total number of lines at the service address is less than 7; or (2) where the service is used predominantly for non-commercial purposes. Working Assets as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber.

State: "State" refers to the State of Ohio.

Subscriber: The person, firm, company or corporation, or other entity, having a communication requirement of its own, which contracts for service under this tariff and thereby assumes responsibility for the payment of charges as well as compliance with the Company's regulations pursuant to this tariff.

Toll Free Number: A Toll Free Number is a telephone number associated with a Customer's Toll Free Service that is used by the calling party without charge to the calling party. The area code for a toll free number is either 800, 877, or 888 or other area code assignments as appropriate.

Toll Free Service: Toll Free Service is a reverse-billed Service that permits calls to be completed without charge to the calling party. Access to Toll Free Service is gained by dialing a ten-digit Toll Free Access Number that terminates at the Customer's requested location.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

# SECTION 2 – GENERAL REGULATIONS

#### 2.1 Application Of Tariff

- 2.1.1 This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Working Assets Funding Services, Inc. d/b/a Credo Long Distance, with principal offices at 101 Market Street, Suite 700, San Francisco, CA 94105.
- 2.1.2 This Tariff applies to services furnished statewide within the state of Ohio. This Tariff is on file with the Commission, and copies may be inspected during normal business hours, at the Company's principal place of business.
- 2.1.3 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by Company for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.4 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS), switch network services, private lines and Wide Area Telecommunications Services (WATS) of underlying common carriers.
- 2.1.5 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.

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

# 2.2 Timing of Calls

2.2.1 The subscriber's long distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling party hangs up. Residential usage charges are rounded to the next full minute. Commercial usage charges are rounded to the next six seconds.

#### 2.3 Calculation of Distance

- 2.3.1 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.
- 2.3.2 The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

The formula for distance calculations is:

$$\sqrt{\frac{[(V1 - V2)^{2} + (H1 - H2)^{2}]}{10}}$$

#### SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

#### 2.4 Undertaking Of The Company

- 2.4.1 The Company's services are furnished for communications originating at equal access points within the State of Ohio served by one or more of the certificated long distance carriers that carry the Company's long distance traffic.
- 2.4.2 The Company neither owns nor operates any long distance facility within the State of Ohio but rather resells services provided by other long distance carriers. When authorized by the subscriber, the Company may act as the subscriber's agent for ordering access by the local exchange company instead of other carriers or entities to allow connection of a subscriber's location to the networks of long distance carriers who carry the Company's long distance traffic. The subscriber shall be responsible for all charges due for such service arrangement. The subscriber shall be billed by the Company, and shall be considered a subscriber of the Company and not of any other long distance carrier.
- 2.4.3 Request for service under this Tariff shall authorize the Company to conduct a credit search on the subscriber. The Company reserves the right to refuse service on the basis of credit history subject to the limitations pursuant to OAC 4901:1-5-13(A), and to refuse further service due to the late payment or non-payment by the subscriber.

# SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

# 2.5 Limitations

- 2.5.1 Service is offered subject to the availability of carrier facilities and the provisions of this Tariff.
- 2.5.2 The Company reserves the right to discontinue or limit the use of service necessitated by conditions beyond its control, or when the subscriber is using the service in violation of the law or the provisions of this Tariff.
- 2.5.3 No service provided under this Tariff may be transferred or assigned by the subscriber, except with the express written consent of the Company. Such transfer or assignment shall apply only where there is no interruption of the use of service. Transferees or assigns shall be subject to the terms and conditions of this Tariff.
- 2.5.4 The Company neither owns nor operates any long distance facilities but rather resells services provided by other long distance carriers. Service is offered subject to the availability of the Underlying Carriers' facilities and the provisions of this Tariff.
- 2.5.5 The Company reserves the right to block traffic to or from certain countries, cities, or exchanges, or to disallow the use of certain Customer authorization codes, when such action is necessary to prevent the unlawful use of its service. Service will be restored as soon as it can be provided without undue risk, and, upon request by the affected Customer, a new authorization code will be assigned. Company may control fraud by refusing to accept calling card, collect calling and/or third number calls that are determined to be invalid by the Company or by the Underlying Carrier.
- 2.5.6 The Company will not be liable for any consequential, incidental or indirect damages for any cause of action for negligence, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

# SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

#### 2.6 Liabilities Of The Company

- 2.6.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the subscriber, commences on agreement to provide service and in no event exceeds an amount equivalent to the charge(s) the Company would assess to the subscriber for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have 30 days.
- 2.6.2 When the facilities of other carriers are used in establishing connections to points not reached by the Company's contracted Underlying Carriers' facilities, the Company is not liable for any act or omission of the other carrier or carriers. The subscriber will indemnify and save harmless the Company from any third party claims for such damages referred to in Rule No. 2.6.1 above.
- 2.6.3 The Company will make no refund on overpayments by a subscriber unless the claim for such overpayment together with proper evidence is submitted. In calculating refunds, volume discounts will be adjusted based on total usage after all credits or adjustments have been applied.
- 2.6.4 The Company shall be indemnified and held harmless by the subscriber against claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted through the Company's services, and against all other claims arising out of any act or omission of the subscriber in connection with any service provided by the Company.

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

- 2.6 Liabilities Of The Company (Cont'd.)
  - 2.6.5 The Company will make reasonable efforts to cure any material failure to provide services caused solely by defects in the Company's and/or its Underlying Carriers' hardware, software or systems. Due to the interdependence among telecommunications companies, especially the dependence of Company processes, equipment and systems, the Company is not responsible for the failure caused by circumstances beyond its control including, but not limited to, failures caused by: (1) a local exchange carrier; (2) Customer premises equipment; (3) the Customer; or (4) Underlying Carriers and vendors. In addition, the Company does not ensure compatibility between Company services and other services used by Customer.

# SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

- 2.7 Temporary Suspension For Repairs
  - 2.7.1 The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension of service for any appreciable period is necessary the Company will give the subscribers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.
  - 2.7.2 When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or subscriber's service.
- 2.8 Establishment And Reestablishment Of Credit
  - 2.8.1 The Company reserves the right to examine the credit record and check the references of all applicants or subscribers prior to accepting an order for new or expanded service. An unsatisfactory credit history may result in denial of service subject to the limitations contained in OAC 4901:1-5-13(A) and 4901:1-5-14.
- 2.9 Restoration Of Service
  - 2.9.1 The use and restoration of service shall be in accordance with the priority systems of the long distance carriers providing service to the Company.

# SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

# 2.10 Deposits

2.10.1 The Company may collect a deposit pursuant to OAC 4901:1-5-13(B)(2)(b).

2.11 Reserved for future use

## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

#### 2.12 Taxes

2.12.1 All federal, state and local taxes (i.e., gross receipts tax, federal/universal service fee, sales tax, municipal utilities tax) are listed as separate line items and are not included in the rates set forth in this Tariff.

#### 2.13 Notices

- 2.13.1 Unless otherwise provided by applicable Commission Rules and Orders or by these Rules, any notice from the Company to a subscriber may be given orally to the subscriber or his authorized representative, or by written notice properly deposited in any United States Post Office, postage prepaid, addressed to the subscriber at the subscriber's place of address.
- 2.13.2 Unless otherwise provided by these Rules, any notice from any subscriber to Company may be given orally to Company by the subscriber, or any authorized representative, or by written notice properly addressed and mailed to Company.

#### 2.14 Usage Charges

2.14.1 Charges will be billed monthly in arrears, with the exception of the billing of fixed charges that are billed in the month in which they occur. Subscriber will be billed for all usage accrued beginning immediately on access to the service. For the purpose of computing charges, a month is considered to consist of 30 days.

#### 2.15 Billing Date

2.15.1 The billing date is dependent on the billing cycle assigned to the subscriber.

## SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

## 2.16 Bill

- 2.16.1 Bills will be received by US Mail or, upon customer request, via the Internet. Bills may be paid by mail or with Company concurrence, by telephone using a credit card, or by debit origination prearranged by the customer. All charges for services are payable only in United States currency. Payment by mail may be made by check, money order, or cashier's check.
- 2.16.2 The Company may bill customers on other than a monthly basis (e.g., every other month, every third month) unless a Customer requests monthly billing. In no case will the Company issue bills less frequently than once every three months.
- 2.16.3 In the event of a billing dispute, all undisputed portions of the bill must be remitted by the date specified on the invoice.
- 2.16.4 Company's bill and billing practices will comport with OAC 4901:1-5-15.

# SECTION 2 – GENERAL REGULATIONS, (CONT'D.)

## 2.17 Return Check Fee

2.17.1 A charge as set forth in Section 4, or applicable state return check charge, whichever is less, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

#### 2.18 Late Charges

2.18.1 Bills are due and payable within twenty days of the billing date. Bills not paid by the date specified on the invoice, as stated above, are subject to a 1.5% monthly finance charge on the delinquent amount. Subscriber's service may be terminated if service is not paid for by the 30th day past the billing date.

# SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

#### 2.19 Cancellation For Cause

- 2.19.1 The Company will:
  - (A) Disconnect for nonpayment pursuant to OAC 4901:1-5-17(B), (K), and (L),
  - (B) Disconnect with notice in cases not involving nonpayment pursuant to OAC 4901:1-5-17(D) and (E),
  - (C) Disconnect without notice in cases not involving nonpayment pursuant to OAC 4901:1-5-17(G),
  - (D) Reconnect service pursuant to OAC 4901:1-5-17(M) and Section 2.20 of this tariff.

#### SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

#### 2.20 Reconnection Fee

2.20.1 Customers whose service has been blocked for non-payment are subject to a reconnection fee as set forth in Section 4 for restoration of service.

#### 2.21 Subscriber Responsibilities

The Subscriber is responsible for the payment of charges incurred by any use of the service via the telephone number for which the Subscriber has chosen the Company as the Presubscribed Carrier for local toll and/or long distance calls and for cost of service accessed via the Calling Card number assigned to the Subscriber. The Subscriber is responsible for preventing the unauthorized use of such service, and for the payment of charges incurred by any unauthorized use of the service. Also, the Subscriber is responsible for compliance with this Tariff.

#### 2.22 Disconnection Of Services

To cancel service with the Company, the Subscriber must call 1-800-788-0898. However, the Subscriber will continue billing with the Company until the Subscriber's LEC ceases sending the Subscriber's calls to the Company. To ensure calls are no longer sent to the Company by the LEC, the Subscriber must: (1) choose another long distance provider by contacting the Company of Subscriber's choice; or (2) cancel long distance service by contacting the Subscriber's LEC.

#### 2.23 Minimum Call Completion Rate

A subscriber can expect a call completion rate of not less than 99.6% during peak use periods for all Feature Group D services (1+ dialing).

# SECTION 2 - GENERAL REGULATIONS, (CONT'D.)

#### 2.24 Service Hours

- 2.24.1 Service is available 24 hours a day, seven days a week. Rate periods are applicable as indicated in the chart below and are based on the time at the point of origin of the call, except for 800 Services, where calls will be rated according to the time at the point of termination. The evening rate shall also apply for 24 hours on Company-specified holidays as defined in Section 1.
- 2.24.2 Calls that begin in one rate period and terminate in another will be prorated accordingly.

	Monday - Friday	Sat.	Sun.
8 a.m.	Daytime Rate Period		
to 5 p.m.*			
5 p.m.	Evening Rate Period		Evening
to 11 p.m.*			Rate
I			Period
11 p.m.	Night/Weekend Rate Period		
to 8 a.m.*	-		

Rate Period Chart

To, but not including

#### 2.25 Emergency Services

2.25.1 Calls to Emergency Services are provided at no charge.

# 2.26 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

## SECTION 3 – DESCRIPTION OF SERVICES

#### 3.1 General

- 3.1.1 The Company is a communications common carrier providing various intrastate communications services. Specific service offerings are described below.
- 3.1.2 Unless otherwise stated in the Tariff, the method of provisioning a specific Service is determined by the Company, and the selection of the Underlying Carrier is made by the Company. Switched Access Services are only available in equal access areas. All Services are interstate Services with the Customer having the option to use the Service to place intrastate calls. For the purpose of the selection of the Service and associated billing plan, the Service and billing plan selected at the time of the order is provisioned will remain in effect until requested to be changed by the Customer.

#### 3.2 Service Offerings

#### 3.2.1 Calling Card Service

Calling Card Service enable the End User to originate a call from a touch tone telephone by dialing a Toll Free access number, a valid calling card number, and PIN. All travel card Services are interstate Services with the Customer having the option to use the Service to place intrastate calls.

#### 3.2.2 Directory Assistance

DA allows Customers to dial the area code plus 555-1212 to obtain phone numbers for end users who have their phone number publicly listed in that area code. Customers can receive up to two numbers per request to DA. DA charges apply whether or not DA furnishes the requested number(s), e.g. the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers. When more than one listing is desired, the Customer must state that two listings are desired at the beginning of the call whether speaking with a live operator or responding to a recorded message.

#### 3.2 Service Offerings (Cont'd.)

- 3.2.3 Message Telecommunications Services (MTS)
  - (A) Residential and Commercial Message Telecommunications Services (MTS) are Intercity services available for use by subscribers 24 hours a day. The subscriber's telephone line(s) are programmed by the local telephone company to automatically route "1+" and/or "10XXX" calls to the network. The various rate plans are described in Section 4.
  - (B) Subscribers may originate MTS from all locations and may terminate calls in all equal access locations within the State.
  - (C) All Residential MTS calls are billed in one-minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.
    - 1. New subscriptions to the Residential MTS plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

#### 3.2.4 Traditional Operator Services

The Company will offer Operator Service from specific originating domestic locations on the US Mainland (excluding Alaska), Hawaii and Puerto Rico/U.S. Virgin Islands, Wake and Midway Islands, Guam and the Republic of the Marshall Islands. Operator Service rates are applied regardless of the particular calling plan of the Subscriber. Different rates apply to Operator Services billed to the Company Calling Card than rates applied to Operator Service calls dialed from a phone line having the Company as its Presubscribed Carrier.

# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

- 3.2 Service Offerings (Cont'd.)
  - 3.2.5 Toll Free Services
    - (A) Toll Free Services permit calls to be completed to the Customer's location without charge to the calling party. Access to the Service is gained by dialing a ten-digit telephone number, (Toll Free Prefix) NXX-XXXX, which terminates at the Customer's location or other telephone number as requested by Customer.
    - (B) 800 Service calls are originated via normal shared use facilities and are terminated via the subscriber's local exchange service access line. Toll Free Service with a Toll Free NXX is available to Subscribers as a stand-alone offering.
- 3.3 Reserved for future use.

3.4 One Rate Residential Calling Plans

One Rate Residential Calling Plans are flat rate services offering the Customer various combinations of Direct Dial and Calling Card services. The Company offers various rate plans described below.

3.4.1 Calling Plan No. 1

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Round the Clock.

3.4.2 Calling Plan No. 2

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Round the Clock Plus. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

#### SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

- 3.4 One Rate Residential Calling Plans (Cont'd.)
  - 3.4.3 Calling Plan No. 3

Customers selecting this One Rate Plan receive direct dial MTS and Calling Card service at flat rates, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 9 Cent Round the Clock Plus - \$4.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.4.4 Calling Plan No. 4

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock-\$4.95, 5-Cent Round-The-Clock Plus-\$8.95, and 10-Cent Round-The-Clock. This service is no longer available to new subscribers, with the exception of 7-Cent Round-The-Clock-\$4.95 which will be available to new subscribers in the CIC channel only.

3.4.5 Calling Plan No. 5

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock Plus -\$3.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

#### SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.4 One Rate Residential Calling Plans (Cont'd.)

3.4.6 Calling Plan No. 6

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Plan. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.4.7 Calling Plan No. 7

Customers selecting this One Rate Plan receive Direct Dial MTS and Calling Card service at the following rate, regardless of the time of day or day of week of the call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 7-Cent Round-The-Clock -\$5.95. New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

## 3.4 One Rate Residential Calling Plans (Cont'd.)

3.4.8 Calling Card Plan No. 2

Customers may choose this plan in place of the basic calling card rates and surcharges. No calling card surcharge is applied to these calls. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Calling Card Plan No. 1 - Available to New Subscribers.

3.4.9 Calling Card Plan No. 3

Customers may choose this plan in place of the basic or calling plan calling card rates and surcharges. No calling card surcharges are applied to these calls. The surcharge for calls to Directory Assistance using this plan is 0.95 per call. This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Calling Card Plan No. 2 – Available to New Subscribers.

3.4.10 5-Cent Anywhere, \$5.95

Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 5-Cent Anywhere, \$5.95. Customers also receive Calling Card and Directory Assistance Services at the rates set forth in Section 4.

## SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

- 3.4 One Rate Residential Calling Plans (Cont'd.)
  - 3.4.11 Reserved for future use
  - 3.4.12 Online Saver
    - (A) Those Customers who pay their bills via automatic deduction from a checking account and either (1) receive bills via e-mail or (2) receive bills via web-based billing, may receive direct dial and Calling Card service, regardless of time of day or day of week of the call.
    - (B) Customers must comply with all eligibility requirements to be able to choose this plan. If after enrolling in this calling plan the customer discontinues any one of the qualifying requirements, the customer is subject to removal from the plan, at which time s/he will automatically be returned to her/her previous billing arrangement with the Company. If the customer enrolled in the plan at the initiation of service with the Company, the customer will be transferred to the Peak Rate Calling Plan No. 1.
    - (C) This term plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Online Saver. This service is no longer available to new subscribers.
    - (D) New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.4 One Rate Residential Calling Plans (Cont'd.)

#### 3.4.13 500 Value Plan

Customers selecting this Plan receive domestic direct-dial MTS Service for a fixed monthly charge that allows the Customer to use up to 500 minutes per billing period. Usage in excess of the 500 minutes is charged on a per minute of use basis as set forth in Section 4. This plan is the intrastate complement to, and is only available in combination with, interstate calling plan, 500 Value Plan. Both direct-dialed interstate and intrastate minutes are debited from the 500-minutes. Calling Card and international calls are not included in the 500 minutes International calling, Calling Card Service, and Directory Assistance Services are also available for Customers subscribing to this Plan at additional charges and the Customer will be charged on a per minute basis for these services. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates. Volume and Friendship discounts do not apply to this Service. This service is no longer available to new subscribers.

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

# 3.4 One Rate Residential Calling Plans (Cont'd.)

3.4.14 7-Cent Anywhere, \$10 Minimum

This Service is designed for Customers who use more than \$10 a month in long distance direct-dial MTS service. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 7-Cent Anywhere, \$10 Minimum. For accounts billing less than \$10.00 in toll calls per month, a monthly plan fee will apply. This service is no longer available to new subscribers.

New subscriptions to this plan are no longer accepted. Only existing subscribers may receive service under this plan. Should they change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

3.4.15 7-Cent Anywhere, \$3.95

Customers selecting this Plan receive domestic direct-dial MTS service for a per minute usage charge and a monthly recurring charge. This Plan is the intrastate complement to, and only available in combination with, interstate calling plan, 7-Cent Anywhere, \$3.95. Customers also receive Calling Card and Directory Assistance Services at the rates set forth in Section 4.

#### 3.5 Peak Rate Residential Calling Plans

- 3.5.1 Peak Rate Residential Calling Plan No. 1
  - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
  - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Best Hours.
  - (C) Volume and Friendship discounts do not apply to Plan rate.
  - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.
- 3.5.2 Peak Rate Residential Calling Plan No. 2
  - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
  - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, 5-Cent Evenings and Weekends-\$4.95
  - (C) Volume and Friendship discounts do not apply to Plan rate.
  - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

- 3.5 Peak Rate Residential Calling Plans (Cont'd.)
  - 3.5.3 Peak Rate Residential Calling Plan No. 3
    - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
    - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Sunday Savings
    - (C) Volume and Friendship discounts do not apply to Plan rate.
    - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.
  - 3.5.4 Peak Rate Residential Calling Plan No. 4
    - (A) Customers selecting this Peak Rate Plan receive Direct Dial and Calling Card service. There are two rate periods, Peak and Off peak. Peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.
    - (B) This Plan is the intrastate complement to, and is only available in combination with, the corresponding interstate plan, Off-Peak Plan.
    - (C) Volume and Friendship discounts do not apply to Plan rate.
    - (D) New subscriptions to this plan are no longer accepted. Only existing Subscribers may receive service under this plan. Should existing subscribers change calling plans or cease having the Company as their Presubscribed Carrier and subsequently return, they will not be able to reenroll in this calling plan.

# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

#### 3.6 Pin 800 Service

Pin 800 Service provides Toll Free Service to residential customers through the use of a 4-digit Personal Identification Number ("PIN"). Multiple end users dial one toll-free number and terminate the call to the desired location by using a specific 4-digit PIN permits calls to be completed to the Customer's location without charge to the calling party. All calls are billed in one-minute increments subject to a minimum connect time of one minute. All calls are rounded up to the next highest minute.

The usage for this service shall not be included in the calculation of any discount in this Tariff nor shall any discount be applied to the usage of this service.

## 3.7 Commercial MTS Service Rates

Commercial MTS Service is billed in six-second increments after a 30 second minimum, with lesser amounts of usage rounded up to the next six seconds.

- 3.8 Reserved for future use
- 3.9 Reserved for future use.

## SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

- 3.10 Reserved for future use
- 3.11 Business Advantage Term Plan VI
  - 3.11.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
    - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
    - (B) Term of Agreement: one year.
    - (C) Minimum Volume Commitment (MVC): \$50.00 in toll calls per month. If this volume is not reached, then monthly recurring fees as set forth in Section 4 apply.
    - (D) All plan fees are waived if billing amount is greater than \$50.00.
    - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
    - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
    - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VI.

#### 3.12 Business Advantage Term Plan VII

- 3.12.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
  - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
  - (B) Term of Agreement: one year.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
  - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VII. This plan is no longer available to new subscribers.

# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

# 3.13 Business Advantage Term Plan VIII

- 3.13.1 By written Agreement, Commercial Service customers may elect the Business Advantage Term Plan option, subject to the following conditions.
  - (A) Service Provided: All services available to the Company's commercial customers, including Dial 1, 800, and Calling Card. Payment for service is due upon receipt. Service may be disconnected if the unpaid balance is not received within 30 days of the invoice date. Termination of service for nonpayment is considered disconnection of the Agreement, and may result in the customer incurring a Termination charge.
  - (B) Term of Agreement: one year.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) Termination Without Cause: At the conclusion of the initial term or any renewal period, either Party may terminate the Agreement without cause upon written notice to the other Party at least 90 days prior to the expiration of the initial term or renewal period.
  - (F) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Advantage Term Plan VIII.

# SECTION 3 – DESCRIPTION OF SERVICES, (CONT'D.)

# 3.14 Business Non-Term Plan

- 3.14.1 By written Agreement, Commercial Service Customers may elect the Business Non-Term Plan option as described herein.
  - (A) Service Provided: All services available to commercial customers, including Dial-1, 800, Conference Calling and Calling Card.
  - (B) This plan does not require a term agreement.
  - (C) Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached, monthly recurring fees as set forth in Section 4 apply.
  - (D) All plan fees are waived if billing amount is greater than \$100.00.
  - (E) If any part of this Agreement is found invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
  - (G) This plan is complement to, and only available in combination with, the corresponding interstate plan, Business Non-Term Plan.

# SECTION 4 - RATES AND CHARGES

# 4.1 MTS Services

4.1.1 Dial-1 calls

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.2100	.1600	.1300	.1500	.1200	.0900
11-22	.2200	.1700	.1400	.1900	.1400	.1100
23-55	.2500	.1740	.1500	.2300	.1600	.1320
56-124	.2700	.1840	.1700	.2600	.1810	.1500
125-292	.2800	.1970	.1700	.2800	.2000	.1700

#### 4.1.2 Calling Card Services\_(Available to MTS Subscribers)

(A) Calling Card Usage Rates

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1700	.1400	.1100	.1600	.1300	.1000
11-22	.2100	.1600	.1300	.2000	.1500	.1200
23-55	.2500	.1800	.1600	.2400	.1700	.1400
56-124	.2800	.2000	.1700	.2600	.1800	.1600
125-292	.2900	.2100	.1800	.2700	.1900	.1700

(B) Calling Card Surcharge

Charge per call: \$ 0.85

# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.2 Peak Rate Residential Calling Plans

# 4.2.1 Peak Rate Residential Calling Plan No. 1

(A)	Dial 1	<u>Peak</u> \$0.22	<u>Off-Peak</u> \$0.10
(B)	Calling Card:		
	Usage	\$0.22	\$0.10
	Surcharge per call	\$0.50	\$0.50

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

# 4.2.2 Peak Rate Residential Calling Plan No. 2

		Rate Per Minute		
(A)	Dial 1	<u>Peak</u> \$0.10	<u>Off-Peak</u> \$0.10	
(B)	Calling Card Usage	\$0.50	<b>\$0</b> .50	
	Surcharge per call	\$0.99	\$0.99	

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

# 4.2 Peak Rate Residential Calling Plans (Cont'd.)

# 4.2.3 Peak Rate Residential Calling Plan No. 3

		Rate Per Minut		
(A)	Dial 1	<u>Peak</u> \$0.10	<u>Off-Peak</u> \$0.10	
(B)	Calling Card Usage	\$0.25	\$0.25	
	Surcharge per call	\$0.50	\$0.50	

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

4.2.4 Peak Rate Residential Calling Plan No. 4

		Rate Per Minute		
(A)	Dial 1		<u>Off-Peak</u> \$0.146	
(B)	Calling Card Usage Surcharge per call	\$0.20 \$0.45	\$0.20 \$0.45	

Where peak is 7am to 7pm and off-peak is 7pm to 7am. Off peak also includes the entire 24 hours of each holiday as defined in this tariff.

4.3

Issued: November 19, 2007 Effective: November 19, 2007

			,(,
One R	ate Resi	idential Calling Plans	
<b>4.3</b> .1	Callin	g Plan No. 1	
	(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.25
	(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.25 \$0.50 per call
4.3.2	Callin	ng Plan No. 2	
	(A)	Dial 1 Rates Rate per minute or fraction thereof	<b>\$0.</b> 10
	(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.25 \$0.50 per call
4.3.3	Callir	ng Plan No. 3	
	(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.10
	( <b>B</b> )	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.30 \$0.50 per call
4.3.4	Callin	ng Plan No. 4	
	(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.10
	(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge per call	\$0.45 \$0.99

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

# SECTION 4 – RATES AND CHARGES, (CONT'D.)

#### 4.3 One Rate Residential Calling Plans (Cont'd.) 4.3.5 Calling Plan No. 5 (A) Dial 1 Rates \$0.14 InterLATA rate per minute or fraction thereof \$0.10 IntraLATA rate per minute or fraction thereof **(B)** Calling Card Rates \$0.89 Rate per minute or fraction thereof \$1.25 per call Surcharge 4.3.6 Calling Plan No. 6 (A) Dial 1 Rates \$0.10 Rate per minute or fraction thereof **(B)** Calling Card Rates \$0.45 Rate per minute or fraction thereof \$0.99 per call Surcharge Calling Card Plan No. 2 4.3.7 \$1.00 (A) Monthly charge: \$0.25 Rate per minute or fraction thereof **(B)** \$0.00 Calling Card surcharge (C) Calling Card Plan No. 3 4.3.8 Monthly charge: \$4.50 (A) \$0.10 Rate per minute or fraction thereof: **(B)** \$0.00 per call Calling Card surcharges (C)

4.3

Issued: November 19, 2007 Effective: November 19, 2007

4.3.9	Callin	ng Plan No. 7	
	(A)	Dial 1 Rates Rate per minute or fraction thereof	\$0.10
	(B)	Calling Card Rates Rate per minute or fraction thereof Surcharge	\$0.45 \$0.99 per call
4.3.10	5-Cen	it Anywhere, \$5.95.	
	(A)	Intrastate rate:	\$0.05 per minute
	(B)	Monthly Charge:	\$5.95 per month
	(C)	Calling Card rate:	\$0.45 per minute
	(D)	Calling Card surcharge:	\$0.99 per call
	(E)	Calling Card Directory Assistance Surcharge:	\$0.80 per call
	(F)	Directory Assistance:	\$0.85 per call
	(G)	Volume and Friendship discounts do	not apply to this Plan.
4.3.11	Onlin	e Saver	

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

(C)	Calling Card Surcharge	\$0.50 per call	
	N.C	<b>4</b>	

\$0.30

# (D) Monthly Fee \$1.00

Calling Card

**(B)** 

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

- 4.3 One Rate Residential Calling Plans (Cont'd.)
  - 4.3.12 500 Value Plan

(A)	Monthly Charge:	\$25.00 per month*
(B)	Rate Per Minute	\$0.10 per minute for each minute beyond 500

\*Both direct-dialed interstate and intrastate minutes are debited from the 500minute allocation. The allocation cannot be applied to calling card and international minutes. Any unused minutes do not carry over to succeeding months. Applicable taxes and other supplemental fees are not included in rates.

minutes in the same billing period.

- (C) Calling Card call rate: \$0.45 per minute
- (D) Calling Card surcharge: \$0.99 per call
- (E) Calling Card Directory Assistance Surcharge: \$0.99 per call
- (F) Directory Assistance: \$1.40 per call
- (G) Volume and Friendship discounts do not apply to this Plan.

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

# 4.3 One Rate Residential Calling Plans (Cont'd.)

# 4.3.13 7-Cent Anywhere, \$10 Minimum

(A)	Intrastate rate:	\$0.07 per minute
(B)	Monthly Minimum:	For accounts billing less than \$10.00 in toll calls per month, a \$10.00 monthly plan fee will apply.
(C)	Calling Card rate:	\$0.45 per minute
(D)	Calling Card surcharge:	\$0.99 per call
(E)	Calling Card Directory	\$0 99 per call

Assistance Surchar	-

(F) Directory Assistance:	\$0.85 per call
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(G Volume and Friendship discounts do not apply to this Plan.

#### 4.3.14 7-Cent Anywhere, \$3.95.

l

(A)	Intrastate rate:	\$0.07 per minute
(B)	Monthly Charge:	\$3.95 per month
(C)	Calling Card rate:	\$0.45 per minute
(D)	Calling Card surcharge:	\$0.99 per call
(E)	Calling Card Directory Assistance Surcharge:	\$0.99 per call
(F)	Directory Assistance:	\$0.85 per call

(G) Volume and Friendship discounts do not apply to this Plan.

# SECTION 4 – RATES AND CHARGES, (CONT'D.)

#### 4.4 Discounts

- 4.4.1 Intranetwork Discounts
  - (A) For residential subscribers of mileage-based MTS, a 25% discount will be applied to those calls that terminate to other subscribers of the Company's communications services.
  - (B) For commercial subscribers of mileage-based MTS, a 10% discount will be applied to those calls which terminate to other subscribers of the Company's communications services who have the same billing telephone number as the commercial subscriber.
- 4.4.2 Other Discounts
  - (A) For residential Subscribers who chose to participate in Working Asset's unique Citizen Action program, calls made to political leaders who are the subjects of an action alert in the subscriber's previous monthly invoice will be free of charge. Action alerts allow the Company's customers to express their views on issues they care about. Two such calls per day of up to five minutes in duration can be made. Calls in excess will receive a discount of 30%.
  - (B) For residential Subscribers of mileage-based MTS whose total usage charges exceed \$25.00 per month a 15% discount shall be applied to all of their intrastate usage
  - (C) MTS, Calling Card, and Operator Service calls from hearing-impaired Company customers using teletypewriters for residential telecommunications will be discounted in accordance with state law. Customer must provide the Company with a medical doctor's signed statement verifying his or her impairment prior to receiving discount.

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

# 4.4 Discounts (Cont'd.)

4.4.3 Commercial Volume Discounts

All commercial and 800 calls not on a term plan receive the following discounts based on volume:

Gross Minute Usage	Volume Discount
0-199	0%
200-599	5%
600-1,999	10%
2,000-3,899	12.5%
3,900+	15%

# 4.5 Toll Free Service

4.5.1 Usage Rates

Rate Per Minute or Fraction Therefo		
Day	Evening	Night/Weekend
\$0.210	\$0.210	\$0.210

#### 4.6 Pin 800 Service

- 4.6.1 Monthly recurring fee of \$2.50 per account.
- 4.6.2 Usage Charge: \$.22

This usage shall not be included in the calculation of any discount in this tariff nor shall any discount be applied to the usage of this service.

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

- 4.7 Commercial MTS Service Rates
  - 4.7.1 Dial 1 and Calling Card Rates

	Rate Per Minute of	Rate Per Minute of Fraction Thereof	
	Day	Ev/Nt/Wkend	
All mileages	\$0.172	\$0,163	

- 4.8 Reserved for future use
- 4.9 Reserved for future use

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

- 4.10 Business Advantage Term Plan VI
  - 4.10.1 Term of Agreement: one year.
  - 4.10.2 Usage Charges

	<u>Dial 1</u>	<u>Toll Free</u>
Rate Per Minute	\$0.095	\$0.095

4.10.3 Directory assistance: \$ 0.75 per call

4.10.4 Minimum Volume Commitment (MVC): \$50.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

- (A) Monthly plan fee: \$10.00
- (B) Toll free number fee: \$10.00
- (C) Validated account code fee: \$ 5.00
- 4.10.5 All plan fees are waived if billing amount is greater than \$50.00.
- 4.10.6 Calling Card usage rates

	Rate per Minute or Fraction Thereof
InterLATA:	\$0.095
Intralata:	\$0.095

4.10.7 Calling Card Fees per call Per call surcharge: \$0.65

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

- 4.11 Business Advantage Term Plan VII
  - 4.11.1 Term of Agreement: one year.
  - 4.11.2 Usage Charges

	<u>Dial 1</u>	Toll Free
Rate Per Minute	\$0.090	\$0.090

4.11.3 Directory assistance: \$ 0.75 per call

4.11.4 Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

- (A) Monthly plan fee: \$10.00
- (B) Toll free number fee: \$10.00
- (C) Validated account code fee: \$5.00
- 4.11.5 All plan fees are waived if billing amount is greater than \$100.00.
- 4.11.6 Calling card rates

	Rate Per Minute or Fraction Thereof
InterLATA:	\$0.090
IntraLATA:	\$0.090

4.11.7 Calling Card fees Per call surcharge: \$0.65

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

# 4.12 Business Advantage Term Plan VIII

4.12.1 Term of Agreement: one year.

4.12.2 Usage Charges

	<u>Dial 1</u>	Toll Free
Rate Per Minute	\$0.090	\$0.090

- 4.12.3 Directory assistance: \$ 0.75 per call
- 4.12.4 Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:
  - (A) Monthly plan fee: \$10.00
  - (B) Toll free number fee: \$10.00
  - (C) Validated account code fee: \$5.00
- 4.12.5 All plan fees are waived if billing amount is greater than \$100.00.
- 4.12.6 Calling card rates

	Rate Per Minute or Fraction Thereof
InterLATA:	\$0.090
IntraLATA:	\$0.090

4.12.7 Calling Card fees Per call surcharge: \$0.65

#### SECTION 4 - RATES AND CHARGES, (CONT'D.)

- 4.13 Reserved for future use
- 4.14 Business Non-Term Plan
  - 4.14.1 Usage Charges

	<u>Dial 1</u>	Toll Free
Rate Per Minute	\$0.090	\$0.090

4.14.2 Directory assistance: \$ 0.75 per call

4.14.3 Minimum Volume Commitment (MVC): \$100.00 in toll calls per month. If this volume is not reached the following fees apply on a monthly basis:

(A)	Monthly plan fee:	<b>\$10.00</b>
<b>(B)</b>	Toll free number fee:	<b>\$10.00</b>
(C)	Validated account code fee:	\$ 5.00

- 4.14.4 All plan fees are waived if billing amount is greater than \$100.00.
- 4.14.5 Calling Card usage charges

	Rate per Minute or Fraction Thereof
InterLATA:	\$0.090
IntraLATA:	\$0.090

4.14.6 Calling Card fees

Per call surcharge:

\$0.65 per call

# SECTION 4 – RATES AND CHARGES, (CONT'D.)

- 4.15 Directory Assistance (Available to MTS Subscribers)
  - 4.15.1 If your Calling Plan does not quote a rate for Directory Assistance, the per-call charge is \$0.85.
  - 4.15.2 A credit allowance for Directory Assistance will be provided on request if subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.
  - 4.15.3 There will be a charge for all calls dialed from directory assistance after a telephone number has been obtained.
- 4.16 Operator Services (Available to MTS Subscribers.)
  - 4.16.1 Non-Calling Card Usage Rates and Call Placement charges

We concur with Sprint Long Distance PublicFON usage rates and call placement charges as appear in Sprint's Ohio State tariff.

# SECTION 4 – RATES AND CHARGES, (CONT'D.)

# 4.16 Operator Services (Continued)

# 4.16.2 Calling Card Usage Rates

		Initial			Additional	
Mileage	Day	Evening	Night/Wkend	Day	Evening	Night/Wkend
0-10	.1700	.1400	.1100	.1600	.1300	.1000
11-22	.2100	.1600	.1300	.2000	.1500	.1200
23-55	.2500	.1800	.1600	.2400	.1700	.1400
56-124	.2800	.2000	.1700	.2600	.1800	.1600
125-292	.2900	.2100	.1800	.2700	.1900	.1700

# 4.16.3 Calling Card Call Placement Charges

Charge Per Call
\$1.70
\$2.50
\$2.50
\$4.80
\$4.80
\$4.80

# SECTION 4 - RATES AND CHARGES, (CONT'D.)

#### 4.17 Miscellaneous Charges

4.17.1 Payphone Surcharge

Pursuant to the FCC's Order in CC Docket 96-128, this surcharge applies only to dialaround calls, i.e., calls originating using a Customer's toll free numbers and/or Calling Cards, from payphone instruments. This surcharge does not apply for 0+ call for which the payphone provider would otherwise receive compensation. The Customer will pay the Company a per call surcharge of for all such traffic. The surcharge merely passes on a charge billed to the Company by its Underlying Carrier(s) or the payphone provider.

Surcharge \$.55 per call

#### 4.17.2 Returned Check Charge

If a Customer's check is returned by the bank, the Company may charge the Customer a return check charge. The amount of the return check charge is \$10.00.

4.17.3 Reconnection Charge

Customers whose service has been blocked for non-payment are subject to a reconnection fee for restoration of service. The charge is \$10.00.

4.17.1 Calling Card Surcharge

The surcharge below applies to all calls placed via Calling Card without regard to calling plan, unless the calling plan in this Tariff explicitly states otherwise.

Charge per call: \$0.80

# SECTION 5 – PROMOTIONS

# 5.1 Promotional Offerings

From time to time, the Company may engage in special promotional offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new Services and/or increase existing Customer awareness of the Company's Services. These offerings may be limited to certain dates, times of day, and/or locations determined by the Company. The terms of national promotional offerings are set forth in the applicable interstate rate schedules governing such programs. To the extent these programs may extend to intrastate services, the terms of these national offerings will be filed below.

# WORKING ASSETS FUNDING SERVICE, INC.

# EXHIBIT C

CUSTOMER NOTICE AND AFFIDAVIT OF CUSTOMER NOTICE

# CUSTOMER NOTICE AFFIDAVIT

STATE OF: California

COUNTY OF: San Francisco

#### <u>AFFIDAVIT</u>

I, Stephen Gunn, Vice President-Operations, am an authorized agent of the applicant corporation, Working Assets Funding Service, Inc. d/b/a Credo Long Distance, and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to affected customers via bill message beginning on November 7, 2007 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 8, 2007, Senfrencisco, CA (Date) (Location) /s/\_ Stephen Gurn, Vice President-Operations Subscribed and sworn to before me this November 8, 2007 (Date) Notary Public My Commission Expires: May 25, 2008

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# Our Name Has Changed. Our Values Haven't.

You may notice a few differences in your bill this month. New logo. New colors. And a new name. Working Assets is now CREDO.

Why the change? Well, as you know, we've always been a different kind of company. We're not driven by the bottom line, we're driven by a belief. A belief that we can make the world a better place by taking simple, responsible steps. Like recycling, saving energy and buying organic. And using a phone service that donates millions of dollars to worthy nonprofits and takes political action for progressive causes.

This belief -- this credo -- is at the heart of what we do. And that's why we're changing our name. So we can let more people know what we're all about and grow our activism and donations.

Working Assets Wireless is now CREDO Mobile; Working Assets Long Distance is now CREDO Long Distance. You'll still get the great service we've always delivered. And you'll always have the satisfaction of knowing that every call you make is a call for a better world.

# We're Buying Votes. You Can Help.

The 2008 election is a year away. But we're already influencing the vote. We're raising \$1 million to get more people to the polls. Want to help? It's easy. Just round up your bill this month to the nearest \$1, \$5 or \$10. We'll send your tax-deductible contribution to Project Vote and Women's Voices, Women Vote, two nonpartisan groups with proven strategies to get more Americans to the polls. Every penny you send will be matched, doubling the impact of your donation. A lot of crucial issues will be at stake in the next election. So give a little change today and encourage more concerned citizens to take part in 2008. To contribute online go to WorkingAssets.com/onemillion.

Donations Spotlight: Women's Voices, Women Vote Almost half of American women now live without a spouse. They are one-fourth of eligible voters. Yet many of them are not going to the polls: in 2004, 20 million women who are on their own did not vote, making them the largest block of nonvoters in our democracy. Women's Voices, Women Vote is dedicated to informing unmarried women that state and federal policies have a major impact on the issues that matter to them, such as healthcare, equal pay and equal education. Women's Voices, Women Vote reminds these women that, acting together, they have the power to change our nation. It's one of the many groups you support as a Working Assets member. Learn more at wvwv.org.



-----PLEASE CALL 800 808 6398 FOR FRIENDLY CUSTOMER SERVICE------

WORKING ASSETS FUNDING SERVICE, INC.

# EXHIBIT D

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