



March 27, 2008  
Via E-Filing

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Ms. Renee Jenkins, Commission Secretary  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street, 13th Floor  
Columbus, Ohio 43215

RE: **IXC Detariffing for Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc.  
Replacement Tariff P.U.C.O. Tariff No. 2**

Dear Ms. Jenkins:

Enclosed for filing please find a PDF version of a replacement tariff submitted on behalf of Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc. This tariff, P.U.C.O. Tariff No. 2 filed by Unity Communications, Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1. The Company requests that this filing become effective on April 2, 2008.

The following items are included with this filing:

- 1- Application Form for Detariffing and Related Actions
- 2- Exhibit A - Existing IXC tariff #1
- 3- Exhibit B - Proposed replacement tariff #2
- 4- Exhibit C - Summary of Changes
- 5- Exhibit D - Explanation of Compliance
- 6- Exhibit E - Customer Notice
- 7- Exhibit F - Customer Notice Affidavit

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 for that purpose. Any questions regarding this filing may be directed to my attention at (407) 740-3004 or via email to [rnorton@tminc.com](mailto:rnorton@tminc.com). Thank you for your assistance.

Sincerely,

Robin Norton  
Consultant to Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc.

RN/ks

cc: Cheryl Lundy - Worldwide  
file: Worldwide - OH - IXC  
trns: OH0801

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for**  
**DETARIFFING AND RELATED ACTIONS**

**Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD**  
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of ) TRF Docket **TP - TRF**  
**Worldwide Telecommunications Inc.** ) Case No. **08 - 310** **TP - ATA**  
To Detariff Certain Tier 2 Services and make other changes ) **NOTE: Unless you have reserved a Case No. leave the "Case No"**  
related to the Implementation of Case No. 06-1345-TP-ORD ) **fields BLANK**

Name of Registrant(s) **Worldwide Telecommunications Inc.**  
DBA(s) of Registrant(s) **d/b/a WTI Telecom Inc.**  
Address of Registrant(s) **5331 Derry Avenue, Suite Q, Agoura Hills, CA 91301**  
Company Web Address **www.wtild.com**  
Regulatory Contact Person(s) **Cheryl Lundy** Phone **818-706-9780** Fax **818-706-2889**  
**ext 103**  
Regulatory Contact Person's Email Address **Cheryl@wtild.com**  
Contact Person for Annual Report **Cheryl Lundy** Phone **818-706-9780** Fax **818-706-2889**  
**Ext 103**  
Address (if different from above) \_\_\_\_\_  
Consumer Contact Information **Cheryl Lundy** Phone **818-706-9780 ext 103**  
Address (if different from above) \_\_\_\_\_

**Part I – Tariffs**

**Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.**

*NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.*

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Part II – Exhibits**

**Note that the following exhibits are required for all filings using this form.**

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> <li>citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or</li> <li>copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).</li> </ul>
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

**Part III. – Attestation**

**Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.**

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**AFFIDAVIT**


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

I am an officer/agent of the applicant corporation, Unity Communications, Inc., and am authorized to make this statement on its behalf.

I, Robin Norton, 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 April 1, 2008 at Maitland, FL 32751



\*(Robin Norton, Consultant

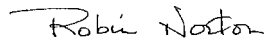
April 1, 2008

- *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.*

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**VERIFICATION**

I, Robin Norton, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions 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.



\*(Robin Norton, Consultant

April 1, 2008

*\*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.*

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***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***

**Unity Communications, Inc.**  
**d/b/a Unity Communications, Inc. of Delaware**

EXHIBIT A

EXISTING AFFECTED TARIFF PAGES

**TITLE PAGE**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF  
OF  
WORLDWIDE TELECOMMUNICATIONS INC. D/B/A WTI TELECOM INC.**

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of interexchange telecommunication services offered by Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc. within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc., located at 5331 Derry Ave. Suite Q, Agoura Hills, CA 91301.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
5331 Derry Ave. Suite Q  
Agoura Hills, California 91301

OH0500

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**CHECK SHEET**

The pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<b>Sheet</b>	<b>Revision</b>	<b>Sheet</b>	<b>Revision</b>
1	Original *	26	Original *
2	Original *	27	Original *
3	Original *	28	Original *
4	Original *	29	Original *
5	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	Original *
11	Original *	36	Original *
12	Original *	37	Original *
13	Original *	38	Original *
14	Original *	39	Original *
15	Original *	40	Original *
16	Original *	41	Original *
17	Original *	42	Original *
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

\* - indicates Sheets included in this filing

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Issued: June 7, 2005

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**TABLE OF CONTENTS**

<b>Section</b>	<b>Page</b>
Title Page	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	5
Tariff Format	6
Application of Tariff	7
 <b>SECTION 1 – DEFINITIONS</b>	 8
 <b>SECTION 2 – RULES AND REGULATIONS</b>	 10
2.1 Undertaking of the Company	10
2.2 Prohibited Uses	17
2.3 Limitations on Service	18
2.4 Use of Service	19
2.5 Responsibilities of the Customer	20
2.6 Customer Liability for Unauthorized Use of the Network	23
2.7 Customer Equipment and Channels	26
2.8 Use of Recording Devices	28
2.9 Customer Deposits and Advance Payments	28
2.10 Payment Arrangements	29
2.11 Payphone Surcharge	32
2.12 Refusal or Discontinuance of Service for Cause	34
2.13 Cancellation of Service/Termination Liability	36
2.14 Interconnection with Other Carriers	37
2.15 Inspection, Testing and Adjustment	37
2.16 Reservation of Toll Free Numbers	37
2.17 Other Rules	37

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Issued: June 7, 2005

Effective: July 8, 2005

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**TABLE OF CONTENTS, (CONT'D.)**

<b>Section</b>	<b>Page</b>
<b>SECTION 3 – DESCRIPTION OF SERVICES AND RATES</b>	<b>38</b>
3.1 General	38
3.2 Timing of Calls	38
3.3 Worldwide Dedicated 1+ Voice Service	39
3.4 Worldwide Switched 1+ Voice Service	40
3.5 Directory Assistance	41
<b>SECTION 4 – PROMOTIONS AND CONTRACTS</b>	<b>42</b>
4.1 Promotions	42
4.2 Contracts	42

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Issued: June 7, 2005

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### EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

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Issued: June 7, 2005

Effective: July 8, 2005

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**TARIFF FORMAT**

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

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Issued: June 7, 2005

Effective: July 8, 2005

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate interexchange telecommunications services by Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc. ("WTI") within the State of Ohio.

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Issued: June 7, 2005

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## SECTION 1 - DEFINITIONS

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company.

**Authorized User** - A person, firm, corporation or other entity who is authorized by the Subscriber to be connected to the service of the Subscriber under the terms and regulations of this tariff.

**Calling Card** - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

**Commission** - Refers to the Public Utilities Commission of Ohio.

**Company** - Whenever used in this tariff, "Company" refers to Worldwide Communications Inc. d/b/a WTI Telecom Inc., unless otherwise specified or clearly indicated by the context.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**Completed Calls** - calls answered at the distance end. If a Customer is charged for an incomplete call, the Company will issue a one minute credit upon the Customer's request.

**Credit Card** - Means any card, plate coupon book, or other single credit device that may be used from time to time to obtain credit.

**Customer** - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges. The Customer is also a Subscriber when the Customer orders services on behalf of him/herself.

**Customer Premises Equipment** - communications equipment located at the Customer's premises. Such equipment may be provided by the Customer or by The Company.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

**Incomplete call** - A call in which no Called Station was reached by the Caller (i.e. busy signal or no answer).

**LEC** - Local Exchange Company

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**SECTION 1 - DEFINITIONS, (CONT'D)**

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Pre-paid Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Premises** - the space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Services(s)** - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Switched Access** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system.

**Toll Free Service** - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

**Travel Card** - A proprietary calling card offered by Worldwide Telecommunications Inc. which is accessed by dialing a Company-provided access number.

**User (or End User)** - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

**WTI** - Refers to Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc., the issuer of this tariff.

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Issued: June 7, 2005

Effective: July 8, 2005

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company's services and facilities are furnished for communications originating and terminating within the State of Ohio under terms of this tariff. The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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Issued: June 7, 2005

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A.** Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- B.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each contract, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party pursuant to terms of the contract. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- D.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- E.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- A.** Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- C.** The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- D.** 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 or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers 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.
- E.** The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- F.** The liability of the Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

**G.** The Company shall not be liable for any claims for loss or damages involving:

- 1.** Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
- 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3.** Any unlawful or unauthorized use of the Company's facilities and services;
- 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5.** Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6.** Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

**G. (Cont'd.)**

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;

- H.** The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (Cont'd.)**

- I.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- J.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- K.** Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within sixty(6) days after the date of the occurrence that gave rise to the claim.
- L.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

**A.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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Agoura Hills, California 91301

OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.3** A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations on Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers or Subscribers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.5** Customers may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Limitations on Service, (Cont'd.)**

**2.3.6** Service may be discontinued by the Company, without notice to the Customer, 1) by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations, or 2) by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign new authorization codes to replace those codes which have been deactivated.

**2.4 Use of Service**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Responsibilities of the Customer**

**2.5.1 General**

- A.** The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.
- B.** The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- C.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- D.** The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Responsibilities of the Customer, (Cont'd.)****2.5.1 General, (Cont'd.)**

- E.** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

- F.** The Customer is responsible for not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G.** The Customer is responsible for compliance with the applicable regulations set forth in this tariff; and
- H.** The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Responsibilities of the Customer, (Cont'd.)**

**2.5.2 Liability of the Customer**

- A.** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OHi0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Liability for Unauthorized Use of the Network****2.6.1 Unauthorized Use of the Network**

- A.** Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B.** The following activities constitute fraudulent use:
- 1.** Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2.** Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3.** Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - 4.** Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C.** Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within sixty (60) days from the date of issuance of the Customer's bill.

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Issued: June 7, 2005

Effective: July 8, 2005

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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.6 Customer Liability for Unauthorized Use of the Network**

**2.6.2 Liability for Unauthorized Use**

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

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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Agoura Hills, California 91301

OHi0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.6.3 Liability for Calling Card Fraud**

- A.** The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B.** The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

**2.6.4 Liability for Credit Card Fraud**

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

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Agoura Hills, California 91301

OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Customer Equipment and Channels****2.7.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.7.2 Station Equipment**

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Customer Equipment and Channels, (Cont'd.)**

**2.7.3 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.7.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.8 Use of Recording Devices**

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

**2.8.1** A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

**2.8.2** A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

**2.9 Customer Deposits**

The Company reserves the right to collect deposits from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company. Deposits will be handled in compliance with OAC 4901:1-5-13, 1-5-14 and 17.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OH0500a



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment Arrangements**

**2.10.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges should be reported to the Company or its billing agent promptly. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- A.** Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A Customer is in default unless payment is made on or before the due date specified on the bill.
- B.** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Calling Card numbers. Customers are responsible for the security and usage of all Calling Card numbers. The Customer is responsible for all calls placed via the Customer's authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

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5331 Derry Ave. Suite Q  
Agoura Hills, California 91301

OH0500a

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment Arrangements, (Cont'd.)**

**2.10.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, if any, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. Usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for monthly recurring charges, if any for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, calculations are based on the actual number of days in the month.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within thirty (30) days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment Arrangements, (Cont'd.)**

**2.10.2 Billing and Collection of Charges, (cont'd.)**

- F.** The Customer should notify the company of any disputed items on an invoice promptly. If the Customer and the company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- G.** If payment for service is not received within sixty (60) days of the date the invoice is issued, the Company reserves the right to cancel service in accordance with OAC 4901:1-5-17. A disconnection fee as set forth in the Customer's contract will apply. To reinstate service, the Customer must remit all outstanding charges. A reconnection fee of \$50.00 will apply per line.
- H.** Bills are due and payable as specified on the bill. All charges for service are payable only in U.S. currency. Payment may be made by cash, check, money order, cashier's check, credit card, bank debit arrangement or via an ACH account.

**2.10.3 Returned Check Charge**

The Company reserves the right to assess a return-check charge of \$30.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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Issued: June 7, 2005

Effective: July 8, 2005

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OH0500a

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Payphone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

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OH0500a

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.11 Payphone Surcharge, (Cont'd.)**

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call:                 \$0.53

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OHi0500a

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Refusal or Discontinuance of Service for Cause**

- 2.12.1** The Company may refuse or discontinue service under certain conditions as set forth in OAC 4901: 1-5-17. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Customer inquiries may be directed to the Company's customer service center at:

Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc.  
5331 Derry Ave., Suite Q  
Agoura Hills, CA 91301  
1-866-208-7283

If the Customer is not satisfied following contact with the Company, the Customer may contact the:

Public Utilities Commission of Ohio  
Public Interest Center  
180 East Broad Street  
Columbus, Ohio 43215-3793  
1-800-686-7826

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
5331 Derry Ave. Suite Q  
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OH10500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Discontinuance of Service for Cause, (Cont'd.)**

**2.12.2 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company written or verbal notice of desire to terminate service. If service is provided pursuant to contract, the terms of the contract for cancellation of service apply.

**2.12.3 Cancellation of Application for Service**

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.

**2.12.4 Credit for Cancellation**

Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated based on the actual number of days in the month the service was rendered. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OH0500

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Company reserves the right to assess termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.10.2.

**2.13.1 Termination Liability**

Unless otherwise specified, Customer's termination liability for cancellation of service prior to the expiration of the term contract shall be equal to:

- A.** all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C.** the per month average of the monthly billing (excluding taxes and fees) over the term of the contract from date of commencement to the date of termination, times the number of months remaining in the contract.

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Issued: June 7, 2005

Effective: July 8, 2005

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Interconnection with Other Carriers**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

**2.16 Reservation of Toll Free (e.g. 8XX) Numbers**

The Company will make every effort to reserve Toll Free (e.g. "800/888") vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.17 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
5331 Derry Ave. Suite Q  
Agoura Hills, California 91301

OH0500

### SECTION 3 – DESCRIPTION OF SERVICE AND RATES

#### 3.1 General

The Customer is ultimately responsible for all charges. Each Customer is charged individually for each call placed through the Company. Access lines are responsibility of the Customer. The Company may, upon request, act as the Customer's agent for ordering appropriate access facilities. The Customer is responsible for the payment of all installation and recurring charges associated with such access.

Intrastate services are offered in conjunction with interstate and international services.

#### 3.2 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Chargeable time for all calls will begin when the local exchange company signals that the called party has answered. Chargeable time ends when one of the parties disconnects from the call, as signaled by the local carrier.
- 3.2.2 There are no charges for incomplete calls.
- 3.2.3 Rates for service are not distance or time of day sensitive.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
5331 Derry Ave. Suite Q  
Agoura Hills, California 91301

OH0500

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D)****3.3 Worldwide Dedicated 1+ Voice Service**

Worldwide Dedicated 1+ Voice Service is offered to Customers for outbound calling via dedicated access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service.

In addition to the rates shown following, installation and a monthly service charge are applicable to dedicated trunking facilities provisioned by and billed to the Company by the local exchange carrier.

**3.3.1 Dedicated Rates and Charges****A. Usage Rates**

Customers may select a rate plan as set forth below. Different monthly recurring charges apply to each plan, or tier, as set forth in the Company's interstate tariff as posted on its website at [www.wtild.com](http://www.wtild.com).

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
Per Minute:	\$0.159	\$0.119	\$0.089	\$0.059

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
5331 Derry Ave. Suite Q  
Agoura Hills, California 91301

OHi0500a

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**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D)****3.4 Worldwide Switched 1+ Voice Service**

Worldwide Switched 1+ Voice Service is offered to Customers for outbound calling via switched access lines. Rates are based on the Customer's total monthly usage commitment, as demonstrated at the time the Customer chooses this service.

In addition to the rates shown following, installation and a monthly service charge are applicable to switched trunking facilities provisioned by and billed to the Company by the local exchange carrier.

**3.4.1 Switched Charges and Fees****A. Usage Rates:**

Customers may select a rate plan as set forth below. Different monthly recurring charges apply to each plan, or tier, as set forth in the Company's interstate tariff as posted on its website at [www.wtild.com](http://www.wtild.com).

For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of six (6) seconds.

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
Per Minute:	\$0.169	\$0.129	\$0.099	\$0.069

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
5331 Derry Ave. Suite Q  
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OHi0500a

**SECTION 3 - SERVICE DESCRIPTION AND RATES, (CONT'D)****3.5 Directory Assistance**

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

**3.5.1 Directory Assistance Charge**

Directory Assistance, Per Call	\$0.85
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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
5331 Derry Ave. Suite Q  
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## **SECTION 4 - PROMOTIONS AND CONTRACT SERVICES**

### **4.1 Promotions**

From time to time the Company may provide promotional offerings to introduce a current or potential Customer to a service not being used by the Customer. These offerings may be limited to certain dates, times, and locations, and may waive or reduce recurring or nonrecurring charges. Such promotions shall be made available to all similarly situated Customers in the target market area.

In addition, in order to acquire or retain a Customer, the Company may match certain competing offers by interexchange carriers/resellers where the Customer can demonstrate to Lightyear's satisfaction that it intends to accept such an offer.

### **4.2 Contracts**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and the Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features.

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Issued: June 7, 2005

Effective: July 8, 2005

Issued by:

Cindy Osbrink, President  
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OH0500

**Unity Communications, Inc.**  
**d/b/a Unity Communications, Inc. of Delaware**

**EXHIBIT B**

**PROPOSED REVISED TARIFF PAGES**

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*This tariff, P.U.C.O. Tariff No.2 filed by Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc., cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.*

*This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at [www.wtild.com](http://www.wtild.com) and may also be viewed at the Company's headquarters: 1901 Eastpoint Parkway, Louisville, Kentucky 40223.*

**TITLE PAGE**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

**OF**

**WORLDWIDE TELECOMMUNICATIONS INC. D/B/A WTI TELECOM INC.**

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of interexchange telecommunication services offered by Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc. within the State of Ohio. This tariff is available for public inspection during normal business hours at the main office of Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc., located at 5331 Derry Ave. Suite Q, Agoura Hills, CA 91301.

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Cindy Osbrink, President  
5331 Derry Avenue, Suite Q  
Agoura Hills, CA 91301

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**CHECK SHEET**

The pages listed below of this tariff are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

<b>Page</b>	<b>Revision</b>		<b>Page</b>	<b>Revision</b>	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
3	Original	*	28	Original	*
4	Original	*	29	Original	*
5	Original	*	30	Original	*
6	Original	*			
7	Original	*			
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			
21	Original	*			
22	Original	*			
23	Original	*			
24	Original	*			
25	Original	*			

\* - indicates those pages included with this filing

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Cindy Osbrink, President  
5331 Derry Avenue, Suite Q  
Agoura Hills, CA 91301

OH0801

## SECTION 1 - DEFINITIONS

**Access Line** - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company.

**Authorized User** - A person, firm, corporation or other entity who is authorized by the Subscriber to be connected to the service of the Subscriber under the terms and regulations of this tariff.

**Calling Card** - A proprietary card through which service is accessed by dialing a company-provided access number, and which enables the Customer or User to place calls over the network and to have the charges for such calls billed to the Customer's account.

**Commission** - Refers to the Public Utilities Commission of Ohio.

**Company** - Whenever used in this tariff, "Company" refers to Worldwide Communications Inc. d/b/a WTI Telecom Inc., unless otherwise specified or clearly indicated by the context.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

**Completed Calls** - calls answered at the distance end. If a Customer is charged for an incomplete call, the Company will issue a one minute credit upon the Customer's request.

**Credit Card** - Means any card, plate coupon book, or other single credit device that may be used from time to time to obtain credit.

**Customer** - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges. The Customer is also a Subscriber when the Customer orders services on behalf of him/herself.

**Customer Premises Equipment** - communications equipment located at the Customer's premises. Such equipment may be provided by the Customer or by The Company.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**Equal Access** - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

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**SECTION 1 - DEFINITIONS, (CONT'D)**

**Incomplete call** - A call in which no Called Station was reached by the Caller (i.e. busy signal or no answer).

**LEC** - Local Exchange Company

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Pre-paid Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Premises** - the space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

**Services(s)** - Refers to all telecommunications services and other services related thereto provided by the Company to Customers or Users.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**Switched Access** - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Terminal Equipment** - telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system.

**Toll Free Service** - a service that provides long distance calling to a predesignated destination where charges are the responsibility of the call terminated party.

**Travel Card** - A proprietary calling card offered by Worldwide Telecommunications Inc. which is accessed by dialing a Company-provided access number.

**User (or End User)** - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

**WTI** - Refers to Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc., the issuer of this tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company's services and facilities are furnished for communications originating and terminating within the State of Ohio under terms of this tariff. The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

The Company arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions**

- A.** Customers may be required to enter into written or verbal service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- B.** Except as otherwise stated in the tariff, at the expiration of the initial term specified in each contract, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party pursuant to terms of the contract. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- C.** Other carriers may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- D.** To the extent that either the Company or any other carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- E.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Cindy Osbrink, President  
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OH0801

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company**

- A. Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- C. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.
- D. 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 or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the customers 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.
- E. The Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- F. The liability of the Company for errors in billing that result in overpayment by the Customer will be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Cindy Osbrink, President  
5331 Derry Avenue, Suite Q  
Agoura Hills, CA 91301

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

**G.** The Company shall not be liable for any claims for loss or damages involving:

1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff;

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Cindy Osbrink, President  
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OH0801

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

**G. (Cont'd.)**

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
10. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
11. Any noncompletion of calls due to network busy conditions;
12. Any calls not actually attempted to be completed during any period that service is unavailable;

- H.** The Company shall be indemnified, defended and held harmless by the Customer or User from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company.



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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Liability of the Company, (Cont'd.)**

- I.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- J.** The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or non-preemptibility as may be provided by the other entities.
- K.** Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within sixty(6) days after the date of the occurrence that gave rise to the claim.
- L.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

**2.1.6 Provision of Equipment and Facilities**

A. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment; or
3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.2 Prohibited Uses**

- 2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.3** A Customer or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and nonrecurring installation charges as stated in this tariff will apply.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Limitations on Service**

- 2.3.1** Service is offered subject to the availability of the necessary facilities and equipment, and is subject to the provisions of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers or Subscribers as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.5** Customers may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.3.6** Service may be discontinued by the Company, without notice to the Customer, 1) by blocking traffic to or from certain countries, cities, NXX exchanges, or individual telephone stations, or 2) by blocking calls using certain authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of, or nonpayment for, its services. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign new authorization codes to replace those codes which have been deactivated.

**2.4 Use of Service**

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Cindy Osbrink, President  
5331 Derry Avenue, Suite Q  
Agoura Hills, CA 91301

OH0801

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Responsibilities of the Customer**

**2.5.1 General**

- A.** The Customer is responsible for payment of all charges for Services and equipment provided under this tariff.
- B.** The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to Services provided or made available by the Customer to Users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.
- C.** The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- D.** The Customer is responsible for damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Responsibilities of the Customer, (Cont'd.)****2.5.1 General, (Cont'd.)**

- E.** The Customer shall ensure that the equipment and/or system is properly interfaced with Company facilities or Services, that the signals emitted into the Company's Network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers. If the appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written, terminate the Customer's Service.

- F.** The Customer is responsible for not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities;
- G.** The Customer is responsible for compliance with the applicable regulations set forth in this tariff; and
- H.** The Customer shall indemnify and save the Company harmless from all liability disclaimed by the Company as specified in this tariff, arising in connection with the provision of Service by the Company, and shall protect and defend the Company from any suits or claims against the Company and shall pay all expenses and satisfy all judgments rendered against the Company in connection herewith.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.5 Responsibilities of the Customer, (Cont'd.)**

**2.5.2 Liability of the Customer**

- A.** The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Liability for Unauthorized Use of the Network****2.6.1 Unauthorized Use of the Network**

- A.** Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this tariff, or uses specific services that are not authorized.
- B.** The following activities constitute fraudulent use:
- 1.** Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2.** Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3.** Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
  - 4.** Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.
- C.** Customers are advised that use of telecommunications equipment and Services, including that provided under this tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this tariff. Furthermore, Customers must notify the Company verbally or in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company within sixty (60) days from the date of issuance of the Customer's bill.

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Issued: April 2, 2008

Effective: April 2, 2008

Issued by: Cindy Osbrink, President  
5331 Derry Avenue, Suite Q  
Agoura Hills, CA 91301

OH0801



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Liability for Unauthorized Use of the Network****2.6.2 Liability for Unauthorized Use**

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

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Issued: April 2, 2008

Effective: April 2, 2008

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

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

**2.6.3 Liability for Calling Card Fraud**

- A.** The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Company Calling Card, provided that the unauthorized use occurs before the Company has been notified.
- B.** The Customer must give the Company notice that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons. For the purposes of this section, "notice" occurs when the Company receives a written confirmation that unauthorized use of a Company Calling Card has occurred or may occur as a result of loss, theft or other reasons.

**2.6.4 Liability for Credit Card Fraud**

The Customer is liable for the unauthorized use of the Network obtained through the fraudulent use of a Credit Card. The liability of the Customer for unauthorized use of the Network by Credit Card fraud may be limited by state or federal law, and the Customer shall seek indemnification from the organization or company issuing such card for unauthorized use thereof.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Customer Equipment and Channels****2.7.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.7.2 Station Equipment**

- A.** Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.7 Customer Equipment and Channels, (Cont'd.)**

**2.7.3 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.7.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- C.** If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.8 Use of Recording Devices**

Customers and Authorized Users who use recording devices do so at their own risk. A Customer or Authorized User may only use a recording device if the Customer or Authorized User complies with the requirements of this section and only if the Customer or Authorized User is able to connect or disconnect the recording device, or turn the recording device on or off, at will.

**2.8.1** A Customer or Authorized User may record a conversation if the Customer or Authorized User obtains written or verbal consent to the recording of all parties to the conversation prior to or at the beginning of the conversation.

**2.8.2** A distinctive recorder tone must be repeated at intervals of approximately fifteen (15) seconds to alert all parties to the conversation that a recording device is being used.

### **2.9 Customer Deposits**

The Company reserves the right to collect deposits from Customers or potential Customers whose credit or payment history is unsatisfactory or unknown to the Company. Deposits will be handled in compliance with OAC 4901:1-5-13, 1-5-14 and 17.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment Arrangements**

**2.10.1 Payment for Service**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges should be reported to the Company or its billing agent promptly. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

- A.** Customer bills for telephone service are due upon receipt, unless otherwise specified by this tariff or by contract. A Customer is in default unless payment is made on or before the due date specified on the bill.
- B.** The Customer shall be responsible for all calls placed by or through Customer's equipment by any person, including all charges placed against Calling Card numbers. Customers are responsible for the security and usage of all Calling Card numbers. The Customer is responsible for all calls placed via the Customer's authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment Arrangements, (Cont'd.)**

**2.10.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable upon receipt of the Company's invoice by the Customer.
- B. The Company shall present invoices for recurring charges monthly to the Customer, if any, in advance of the month in which service is provided, and recurring charges shall be due and payable upon receipt. Usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for monthly recurring charges, if any for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, calculations are based on the actual number of days in the month.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company within thirty (30) days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Payment Arrangements, (Cont'd.)**

**2.10.2 Billing and Collection of Charges, (cont'd.)**

- F.** The Customer should notify the company of any disputed items on an invoice promptly. If the Customer and the company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules of procedure.
- G.** If payment for service is not received within sixty (60) days of the date the invoice is issued, the Company reserves the right to cancel service in accordance with OAC 4901:1-5-17. A disconnection fee as set forth in the Customer's contract will apply. To reinstate service, the Customer must remit all outstanding charges. A reconnection fee of \$50.00 will apply per line.
- H.** Bills are due and payable as specified on the bill. All charges for service are payable only in U.S. currency. Payment may be made by cash, check, money order, cashier's check, credit card, bank debit arrangement or via an ACH account.

**2.10.3 Returned Check Charge**

The Company reserves the right to assess a return-check charge of \$30.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.



**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Refusal or Discontinuance of Service for Cause**

**2.12.1** The Company may refuse or discontinue service under certain conditions as set forth in OAC 4901: 1-5-17. The Company may render bills subsequent to the termination of service for charges incurred before termination.

Customer inquiries may be directed to the Company's customer service center at:

Worldwide Telecommunications Inc. d/b/a WTI Telecom Inc.  
5331 Derry Ave., Suite Q  
Agoura Hills, CA 91301  
1-866-208-7283

If the Customer is not satisfied following contact with the Company, the Customer may contact the:

Public Utilities Commission of Ohio  
Public Interest Center  
180 East Broad Street  
Columbus, Ohio 43215-3793  
1-800-686-7826

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Issued: April 2, 2008

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.12 Discontinuance of Service for Cause, (Cont'd.)**

**2.12.2 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company written or verbal notice of desire to terminate service. If service is provided pursuant to contract, the terms of the contract for cancellation of service apply.

**2.12.3 Cancellation of Application for Service**

- A.** Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except as specified below.
- B.** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.

**2.12.4 Credit for Cancellation**

Where the Company cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated based on the actual number of days in the month the service was rendered. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Company reserves the right to assess termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.10.2.

**2.13.1 Termination Liability**

Unless otherwise specified, Customer's termination liability for cancellation of service prior to the expiration of the term contract shall be equal to:

- A.** all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B.** any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C.** the per month average of the monthly billing (excluding taxes and fees) over the term of the contract from date of commencement to the date of termination, times the number of months remaining in the contract.

**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Interconnection with Other Carriers**

Service furnished by the Company may be connected with the services or facilities of other carriers. Such services or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the services provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance.

**2.16 Reservation of Toll Free (e.g. 8XX) Numbers**

The Company will make every effort to reserve Toll Free (e.g. "800/888") vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

**2.17 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service.

**SECTION 3 – DESCRIPTION OF SERVICE AND RATES****3.1 Directory Assistance**

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

**A. Directory Assistance Charge**

Directory Assistance, Per Call	\$0.85
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Issued: April 2, 2008

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**Unity Communications, Inc.**  
**d/b/a Unity Communications, Inc. of Delaware**

EXHIBIT C

SUMMARY OF CHANGES

<b>SECTION NUMBER</b>	<b>PAGES REMOVED</b>	<b>SERVICE REMOVED</b>
	3 & 4	Table Contents
	5	Symbols
	6	Tariff Format
2 - Rules and Regulations	7	Application of Tariff
	32 & 33	Payphone Surcharge
3 - Description of Service and Rates	38	General Timing of Calls
	39	Worldwide Dedicated 1+ Voice Service
	40	Worldwide Switched 1+ Voice Service
4 - Promotions	42	Promotions Contracts

**Unity Communications, Inc.  
d/b/a Unity Communications, Inc. of Delaware**

**EXHIBIT D**

**EXPLANATION OF COMPLIANCE WITH RULE  
4901:1-6-05(G)(3) REGARDING DISCLOSURE OF RATES, TERMS AND CONDITIONS FOR DETARIFFED  
SERVICES**

Web Address, and Company physical address where Customers may obtain copies of the materials and publications in  
Compliances with Rules 4901:1-6-05(G)(4) and 4901:1-6-05(G)(3).

*This tariff, P.U.C.O. Tariff No. 2 filed by Unity Communications, Inc. d/b/a Unity Communications, Inc. of Delaware, cancels and replaces, in its entirety, the current tariff on file with the Commission, P.U.C.O. Tariff No. 1.*

*This tariff is being replaced in accordance with Ohio Case No. 06-1345-TP-ORD, dated September 26, 2007. Detariffed services are available at <http://www.unitycom.com> and may also be viewed at the Company's headquarters: 108 Business Park Drive, Suite A, Ridgeland, Mississippi 39157.*



**Unity Communications, Inc.**  
**d/b/a Unity Communications, Inc. of Delaware**

EXHIBIT E

CUSTOMER NOTICE

Copy of the Customer Notice of detariffing and related changes (4901:1-06-16(B) to include where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).

# **Worldwide Telecommunications Inc.**

DATE: 03/13/2008

Dear Customer:

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by **Worldwide Telecommunications Inc.** will no longer be on file at the Public Utilities Commission of Ohio (PUCO). These services include:

Business Bundled Packages  
Message Toll Services  
Interexchange Long Distance Services  
Directory Services

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. **Worldwide Telecommunications Inc.** must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you will be able to view the company's future service offerings in a pricing guide online at [www.wtild.com](http://www.wtild.com) or you can request a copy of this information by contacting **Worldwide Telecommunications Inc.** at 5331 Derry Avenue, Suite Q, Agoura Hills, CA 91301 or Toll Free at 866-208-7283.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call **Worldwide Telecommunications Inc.** at the toll free number 866-208-7283 or visit us at [www.wtild.com](http://www.wtild.com)

Sincerely,



Cheryl Landy  
Regulatory Compliance  
**Worldwide Telecommunications, Inc.**  
866-208-7283 x 103  
[cheryl@wtild.com](mailto:cheryl@wtild.com)  
[www.wtild.com](http://www.wtild.com)

**Unity Communications, Inc.**  
**d/b/a Unity Communications, Inc. of Delaware**

EXHIBIT F

CUSTOMER NOTICE AFFIDAVIT

CUSTOMER NOTICE AFFIDAVIT

STATE OF: California

COUNTY OF: Los Angeles

AFFIDAVIT


I, Cindy Osbrink, Director of Legal and Regulatory Affairs, am an authorized agent of the applicant corporation, Worldwide Telecommunications, Inc. and am authorized to make this statement on its behalf.

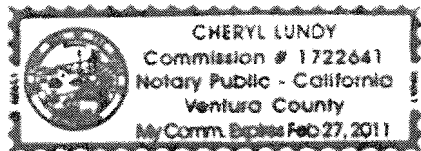
I attest that the customer notices accompanying this affidavit were sent to affected customers via direct mail beginning on March 15, 2008 in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on MARCH 12<sup>th</sup>, 2008 AGOURA HILLS, CA,  
(date) (Location)

  
Cindy Osbrink, Director of Legal and Regulatory Affairs 3/12/08  
(Date)

Subscribed and sworn to before me this 12<sup>th</sup> OF MARCH, 2008  
(Date)

  
Notary Public  
My Commission Expires: 02/27/2011



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/27/2008 10:49:01 AM**

**in**

**Case No(s). 08-0310-PL-ATA**

Summary: Application Worldwide Telecommunications Inc. IXC Detariffing Package  
electronically filed by Ms. Kathy Steinke on behalf of Worldwide Telecommunications Inc.